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27 June 2017

To interested service provider,

Quotation Ref.: LRQ MKS C 12/4 VIII
Quotation for the Grant of a Licence to Conduct
Fast Food Business at Mong Kok Stadium
(10 October 2017 to 9 October 2020)

1st Addendum

This letter announces the following amendments to the captioned Quotation Documents, which shall take immediate effect, concerning Clause 28 (Sale of Liquor) of the Conditions of Contract set out in both the Chinese and English versions of the Quotation Documents.

| Version | Sheet No. | Amendments Placed as a Quotation Addendum |
|---------|-----------|---|
| Chinese | 17 | The title of Clause 28 “出售含酒精飲品” is amended as “出售酒類”. |
| Chinese | 34 | The title of Clause 28 “出售含酒精飲品” is amended as “出售酒類”. |
| Chinese | 34 | The content of Clause 28(a) “..... 特許證持有人不得在特許範圍及流動售賣範圍內出售含酒精飲品。” is amended as “..... 特許證持有人不得在特許範圍及流動售賣範圍內出售酒類”. |
| Chinese | 34 | The content of Clause 28(c) “特許證持有人如在球場內或活動中出售含酒精飲品供顧客在球場內飲用，須根據《應課稅品條例》(第109章)的規定申領牌照或須根據《應課稅品(酒類)規例》(第109章，附屬法例B)的規定申領牌照。” is amended as “特許證持有人如在球場內或活動中出售酒類供顧客在球場內飲用，須根據《應課稅品條例》(第109章)的規定申領牌照及須根據《應課稅品(酒類)規例》(第109章，附屬法例B)的規定申領牌照。”. |
| English | 16 | The title of Clause 28 “Sale of Alcoholic Liquor” is amended as “Sale of Liquor”. |

The aforesaid amendments are placed as an addendum to the captioned quotation which is attached hereby for your reference. Please kindly note that the above addendum should form part of the Quotation Documents. Save for the aforesaid amendments, all the terms and conditions set out in the Quotation Documents shall remain unchanged.

In this connection, you are required to submit your quotation in TRIPPLICATE **with the addendum attached** according to Clause 5 (Quotation Submission) of the Notes for Service Provider before the quotation closing time, i.e. **12:00 noon (Hong Kong Time) of 10 July 2017**. In case you have already submitted a quotation but wish to make an amendment, you can do so by submitting a revised quotation in TRIPPLICATE **with the covering letter and**

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HONG KONG STADIUM, 55 Eastern Hospital Road, So Kon Po, Hong Kong



康樂及文化事務署

Leisure and Cultural Services Department

addendum attached according to the aforesaid Clause 5 before the stipulated quotation closing time. If you have any enquiry, please contact me at 2895 7953.

Yours faithfully,

(MAK So-ning Tania)

for Director of Leisure and Cultural Services

CONDITIONS OF CONTRACT

Contents

1. Nature of Licence
2. The Licence Period
3. The Business
4. Hours of Business
5. Conduct of Business
6. Monthly Licence Fee
7. Abatement
8. Security Deposit
9. Advancement, Deferment and Suspension of Business
10. Resumption of Business
11. Licensee's Warranties and Undertakings
12. Cleansing, Collection and Disposal of Refuse and Litter
13. Monies or Valuables Found or Property Lost
14. Licensee's Employees or Agents
15. Publicity and Advertisement
16. Notices to be Displayed or Circulated in the Stadium
17. Water Supply
18. Electricity Supply
19. Rights Reserved by Government Representative
20. Sale of Commodities
21. Display of Commodity Prices
22. Erection of Structure
23. Watchman
24. Use of Fuel
25. Store of Dangerous Goods and Prohibited Goods
26. Fire Fighting Equipment
27. Discharge of Waste Water
28. **Sale of Liquor**
29. Arrangement During Epidemic Illness
30. Government Premises, Property, Machinery and Equipment
31. Access Granted to the Licensee
32. Inconvenience or Annoyance Caused at the Stadium
33. Inspection and Rejection
34. Licensee's Act, Default, etc.

QUOTATION FORM

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
LEISURE AND CULTURAL SERVICES DEPARTMENT**

**QUOTATION FOR
THE GRANT OF A LICENCE TO CONDUCT
FAST FOOD BUSINESS AT MONG KOK STADIUM**

(Quotation Ref. : LRQ MKS C 12/4 VIII)

LODGING OF QUOTATION

To be acceptable as a quotation, this form, properly completed in triplicate and enclosed together with other documents of this quotation as shown in Part I below, which must also be properly completed as required in triplicate, in a sealed plain envelope marked “Quotation for the Grant of a Licence to Conduct Fast Food Business at Mong Kok Stadium” and addressed to the Chairman, Leisure & Cultural Services Department Quotation Opening Team, must be deposited in / mailed to the Leisure & Cultural Services Department Quotation Box situated at the Hong Kong Stadium, 55 Eastern Hospital Road, So Kon Po, Hong Kong before 12:00 noon (time) on 10 July 2017 (date).
Late quotations will not be accepted.

Dated this 19 June 2017

CHAN Wai-kiu
Government Representative

Part I — Quotation Documents

These documents under the quotation reference LRQ MKS C 12/4 VIII consist of three (3) complete sets of :

- (a) Quotation Form (Sheets 1 to 2);
 - (b) Interpretation (Sheets 3 to 5);
 - (c) Notes for Service Provider (Sheets 6 to 15);
 - (d) Conditions of Contract (Sheets 16 to 45);
 - (e) Schedules (Sheets 46 to 57);
 - (f) Agreement (Sheet 58); and
 - (g) Annexes (Sheets 59 to 62).
-

Part II — Offer to be Bound

1. Having read the Quotation Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do agree to carry out the Business mentioned in the Conditions of Contract and pay the Monthly Licence Fee quoted by me/us in the First Schedule, subject to and in accordance with the terms and conditions stipulated in the Quotation Documents.
3. I/We have read Clause 2 Quotation Preparation and Clause 5 Quotation Submission of the Notes for Service Provider and certify that the particulars given by me/us in completing the Quotation Documents are true and correct.

(Notes : The Service Provider **MUST** complete the following parts of the Quotation Documents :

- (i) Quotation Form (Part II – Offer to be Bound); and
- (ii) The First Schedule.)

4. I/We have read Clause 6 Restrictions on Quotation of the Notes for Service Provider. I/We agree to be bound by the terms and conditions as stipulated therein.

5. In case the Service Provider is a company/firm/body unincorporated, the Service Provider is required to complete 5(a) to 5(c). In case the Service Provider is not a company/firm/body unincorporated, the Service Provider is required to strike out 5(a) to 5(c).

(a) I am/We are duly authorized to bind the said company hereafter mentioned by my/our signature(s).

– or –

I am a partner/We are partners in the firm hereafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.

(b) The name of the company/firm/body unincorporated is

A letter certifying the person who signs this quotation is an authorized person to sign contracts/agreements on behalf of the said company/firm/body unincorporated is required to be attached to this Quotation Form. In case the said company is a body corporate, a certified true copy of the company’s Board Minutes/resolution to show that the signatory is duly authorized by the Board of Directors is required to be attached to this Quotation Form.

(c) The registered office of the company/firm/body unincorporated is situated at

.....

– or –

The names and residential addresses of partners of the firm are as follows :

.....

Name of Service Provider /Authorized Representative *

_____ (Name in block letters)

Signature of Service Provider /Authorized Representative *

_____ (Signature) _____ (with Service Provider chop, if applicable)

Address(es) of person(s) signing : _____

Date : _____

- NOTES* : (i) All the particulars required above must be provided.
 (ii) Strike out clearly alternatives which are not applicable.

* Delete as appropriate.

QUOTATION FORM

INTERPRETATION

1. The interpretation of the following terms applies to the Quotation Documents and the Agreement unless the context provides otherwise:

| | |
|-----------------------------|---|
| ‘Agreement’ | means the Agreement entered into between the Government and the Licensee on the terms and conditions of the Quotation Documents. |
| ‘Cap.’ | means the Chapter of the laws of the Hong Kong Special Administrative Region. |
| ‘Event’ | means football matches or any form of entertainment or function which takes place in the Stadium and where attendance of spectators is expected. |
| ‘Event Day’ | means a day on which there is an Event at the Stadium. |
| ‘Fast Food Business’ | means the Licensee’s Fast Food Business as described in Clause 3 of the Conditions of Contract. |
| ‘Fast Food Kiosk’ | means the premises used to conduct Fast Food Business as delineated and shown coloured red in Annexes B and C. |
| ‘General Holiday’ | means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149). |
| ‘Government’ | means the Government of the Hong Kong Special Administrative Region. |
| ‘Government Representative’ | means the Leisure and Cultural Services Department acting for and on behalf of the Government or any duly authorized officer for the purpose of this Agreement. |
| ‘Letter of Acceptance’ | means the letter to be issued by the Government Representative to the successful Service Provider accepting the latter’s quotation. |
| ‘Licence’ | means the permission to conduct the Fast Food Business. |

| | |
|------------------------------|--|
| ‘ Licensee’ | means the Service Provider whose quotation for grant of the Licence is accepted by the Government Representative. |
| ‘ Licence Area’ | means the area as delineated and shown coloured red in Annexes B & C. |
| ‘Licence Period’ | means the period during which the Licence is in force and includes any extension thereof as specified in Clause 2 of the Conditions of Contract. |
| ‘Mobile Vending Area’ | means the area(s) of the spectator stands excluding the VIP spectator stand and VIP Room of the Stadium as delineated and shown coloured red in Annex D where the Licensee is permitted to sell commodities as specified in the Second Schedule. |
| ‘Monthly Licence Fee’ | means the Monthly Licence Fee quoted by the successful Service Provider in paragraph A of the First Schedule. |
| ‘Person’ | includes any individual, company, corporation, partnership, firm and unincorporated body. |
| ‘ Quotation Closing Date’ | means the latest date and time by which quotation shall be lodged. |
| ‘ Quotation Documents’ | means the documents as specified in Clause 1 of the Notes for Service Provider. |
| ‘ Quotation Validity Period’ | means the period of one hundred and fifty (150) days or any other period specified by the Government Representative commencing on the Quotation Closing Date during which the quotation is to remain open. |
| ‘Security Deposit’ | means the deposit which the Licensee deposits with the Government in accordance with Clause 8 of the Conditions of Contract for the due and proper performance of the Agreement. |
| ‘Service Provider’ | means the Person submitting this quotation. |
| ‘Stadium’ | means the Mong Kok Stadium, located at 37 Flower Market Road, Mong Kok, Kowloon, Hong Kong, with premises as delineated and shown edged red in Annex A. |

2. In the Quotation Documents and the Agreement, unless the context otherwise requires, the following rules of interpretation shall apply —
- (a) “Month” and “Monthly” refer to a calendar month.
 - (b) The masculine gender includes the feminine and neuter genders and vice versa.
 - (c) The singular includes the plural and vice versa.
 - (d) Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder.
 - (e) The heading to individual clauses of the Agreement is for ease of reference only and shall not affect the interpretation or construction of the Agreement.
 - (f) If there are discrepancies between the English version and the Chinese version of the Quotation Documents, the English version shall prevail. The Chinese version of the Quotation Documents is for reference only.

THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
LEISURE AND CULTURAL SERVICES DEPARTMENT

NOTES FOR SERVICE PROVIDER

1. Quotation Documents

These documents identified as LRQ MKS C 12/4 VIII consist of THREE (3) complete sets of -

- (a) Quotation Form (Sheets 1 to 2);
- (b) Interpretation (Sheets 3 to 5);
- (c) Notes for Service Providers (Sheets 6 to 15);
- (d) Conditions of Contract (Sheets 16 to 45);
- (e) Schedules (Sheets 46 to 57);
- (f) Agreement (Sheet 58); and
- (g) Annexes (Sheets 59 to 62).

2. Quotation Preparation

- (a) A Service Provider **MUST** submit the following —
 - (i) a signed Offer to be Bound in the Quotation Form; and
 - (ii) the First and Third Schedules.
- (b) A Service Provider who fails to submit all or any of the above items specified in Clause 2(a)(i) or (ii) above the time the quotation is submitted shall render his quotation invalid.
- (c) A Service Provider must submit all Quotation Documents in **TRIPLICATE** in the manner stipulated under 'Lodging of Quotation' in the front page of the Quotation Form.
- (d) When completing the Quotation Documents, any alteration in figures or words shall be effected by striking through the incorrect figures or words and inserting the corrected ones above the original ones. All such amendments shall be initialed by the Service Provider in ink. Any unauthorized alteration or erasure to the text of the Quotation Documents may cause the quotation to be rejected.
- (e) Subject to Clause 2(a) above and Clause 14(a) hereof, the quotation may be rejected if information required in the Schedules other than the First Schedule is not given with the quotation or if any particulars and data asked for in this quotation are not furnished in full or if any necessary supporting documents required to be provided are not submitted with the quotation.

3. Service Provider's Status

- (a) If the Service Provider is a sole proprietor, the Service Provider shall answer queries and sign the Quotation Documents personally and shall not authorize any other Person to act for the Service Provider. If the Service Provider is a

firm or an unincorporated body, the Service Provider may authorize a partner(s) of the firm or an office-bearer of a body unincorporated to answer queries and sign the Quotation Documents.

- (b) If the Service Provider is a firm, an unincorporated body, a company or other body corporate, he shall submit with the quotation a copy of the minutes of meeting and/or resolution of the board of directors to prove proper authorization of the Person(s) or representative(s) to act on behalf of the Service Provider and sign the Quotation Documents. If the Service Provider is a partnership, one of the partners may sign the Quotation Documents save and except that all partners shall execute the Licence.

4. Checklist for Potential Service Provider before Submission of Quotation

To ensure completeness and consistency of the information provided, potential service provider is recommended to complete the “Checklist for Potential Service Provider for Revenue Contracts before Submission of Quotation”.

5. Quotation Submission

- (a) Completed Quotation Documents shall be enclosed in a sealed envelope clearly marked with the quotation reference and the subject of the quotation on the outside of the sealed envelope and that the sealed envelope shall not bear any indication which may relate the quotation to the Service Provider or any particular contractor / supplier and addressed to the Chairman, Leisure and Cultural Services Department Quotation Opening Team. **They must be deposited in / mailed to the Leisure and Cultural Services Department Quotation Box located at the Hong Kong Stadium, 55 Eastern Hospital Road, So Kon Po, Hong Kong before 12:00 noon on the Quotation Closing Date.**
- (b) In case a black rainstorm warning signal or tropical cyclone warning signal no. 8 or above is issued between 9:00 a.m. and 12:00 noon on the Quotation Closing Date, the closing time of this quotation will be deferred to 12:00 noon on the next weekday (i.e. except Saturday and Sunday) other than a General Holiday and after the black rainstorm warning signal or tropical cyclone warning signal no. 8 or above is cancelled.
- (c) The Government Representative shall not be responsible for any mislaid quotation or any quotation submitted by methods other than as indicated under this clause.

6. Restrictions on Quotation

- (a) The quotation will only be accepted from any Person who shall occupy the Licence Area for his own use. There shall be no assignment, underletting or parting with the possession of the whole or any part of the Licence Area unless the Government Representative approves in writing otherwise.
- (b) (1) By submitting a quotation, the Service Provider represents and warrants that in relation to the quotation —

- (i) he has not communicated and will not communicate to any Person other than the Government the amount of Monthly Licence Fee;
 - (ii) he has not fixed and will not fix the amount of Monthly Licence Fee by arrangement with any Person;
 - (iii) he has not made and will not make any arrangement with any Person as to whether he or that other Person will or will not submit a quotation; and
 - (iv) he has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the quotation process.
- (2) In the event that the Service Provider is in breach of any of the representations and/or warranties in sub-clause (1) of this clause, the Government Representative shall be entitled to, without compensation to any Person or liability on the part of the Government-
 - (i) reject the quotation; or
 - (ii) if the Government has accepted the quotation, withdraw its acceptance of the quotation; or
 - (iii) if the Government Representative has entered into the contract with the Service Provider, terminate the contract.
- (3) The Service Provider shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (1) of this clause.
- (4) Any breach of any of the representations and/or warranties in sub-clause (1) of this clause by the Service Provider may prejudice the Service Provider's future standing as a Government contractor.
- (5) Sub-clause (1) of this clause shall have no application to the Service Provider's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the Monthly Licence Fee, or with its professional advisers or consultants to solicit their assistance in preparation of quotation submission.
- (6) The rights of the Government Representative under sub-clauses (2) to (4) of this clause are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

7. Quotation Documents of the Unsuccessful Service Provider

Quotation Documents of unsuccessful Service Providers will be destroyed three (3) months after the date the Agreement has been constituted under Clause 16 hereof.

8. Undisclosed Agency

The Person who signs a quotation as Service Provider shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal. **If there is a written partnership agreement, the Service Provider shall attach a copy of it to the Quotation Documents.**

9. Memorandum and Articles of Association

The Service Provider which is a company incorporated under the Companies Ordinance (Cap. 622) shall attach a copy of the Articles of Association to the Quotation Documents. A Service Provider which is a company incorporated under any of the former Companies Ordinances shall attach a copy of each of the Memorandum of Association and Articles of Association to the Quotation Documents.

10. Business Registration Certificate

If the Service Provider is currently running a firm/company, a copy of the valid Business Registration Certificate which bears a machine-printed line to show that full registration fee has been paid shall be attached to the quotation.

11. Service Provider's Response to Government Representative's Enquiries

In the event that the Government Representative determines that clarification of any quotation is necessary, it will advise the Service Provider accordingly indicating whether the Service Provider should supplement his quotation. The Service Provider shall thereafter within seven (7) working days or such period as specified in the request for clarification submit such information in the manner as requested by the Government Representative.

12. Monthly Licence Fee

- (a) **The Service Provider must state in paragraph A of the First Schedule the Monthly Licence Fee for the Fast Food Business payable throughout the Licence Period of the Agreement that he wishes to offer.**
- (b) The Monthly Licence Fee does not include rates, Government rent and taxes payable in respect of the Licence Area and the Fast Food Business.
- (c) The Monthly Licence Fee, which shall be expressed in Hong Kong dollars.

13. Security Deposit

- (a) If the quotation is accepted in accordance with Clause 14 hereof, the successful Service Provider shall not later than seven (7) days before the commencement of the Licence Period or at such time as shall be directed by the Government Representative deposit with the Government the sum of money as indicated in paragraph 1 of the Third Schedule as security for the due and faithful performance of the Agreement either in cash or in the form of a banker's guarantee approved by the Government Representative and issued by a bank licensed under Section 16 of the Banking Ordinance (Cap. 155). If the Security Deposit is provided in the form of a banker's guarantee, the successful Service Provider shall keep the Security Deposit valid for three (3) more months after the expiry of the Agreement.
- (b) If the successful Service Provider fails to pay the Security Deposit by the due date aforesaid, the Government Representative shall immediately thereupon be at liberty to take action outlined in Clause 8(b) of the Conditions of Contract.

14. Selection of Quotation

- (a) Mandatory requirements —
- (1) **The Service Provider shall note that his quotation shall be rejected if he fails to complete and sign on Part II of the Quotation Form – Offer to be Bound, or fails to provide the Monthly Licence Fee in the First Schedule.**
- (2) **The Service Provider must have at least two (2) years of experience within the past ten (10) years prior to the Quotation Closing Date in either operating fast food, light refreshment restaurant or general restaurant business.**
- (3) **Service Providers submitting a proposal to assign, underlet or part with the whole or any part of the Licence Area shall not be considered by the Government and this will render their offer to be invalid.**

Notes:

- i) The Service Provider's experience must be gained as an owner of the business in operating fast food, light refreshment restaurant or general restaurant business.
- ii) Experience gained outside Hong Kong will not be counted.
- iii) If the Service Provider is a partnership or incorporated joint venture, only the years of partnership or joint venture experience gained by that partnership or incorporated joint venture, but not the individual experience of the participants to the partnership or parties of incorporated joint venture, will be counted.
- iv) Experience gained over overlapping period will be counted once only. Experience need not be continuous.

- v) The Quotation Closing Date will be the cut-off date for calculation of years of experience. Experience obtained in different contracts / venues during overlapping periods will be counted once only.
- vi) Documentary proof such as a copy of the agreement for the relevant business showing the agreement description, the agreement commencement and expiry dates and the scope of the business, shall be provided by the Service Provider to substantiate the past experience claimed in the quotation. Otherwise, the relevant claimed past experience will not be taken into account.
- vii) Only the experience on the sale of food items as specified under the Second Schedule of the contract / agreement for operating fast food business at venues of the Leisure and Cultural Services Department which is subject to the licensing requirements regulated by the Food and Environmental Hygiene Department will be recognized as experience on operating fast food business.
- viii) The decision of the Government whether or not to count the experience of a Service Provider under the circumstances described in this provision shall be final.

(b) Price evaluation —

A Service Provider shall note that the quotation will be evaluated according to the price information provided in the First Schedule.

15. Basis of Acceptance

- (a) The Government Representative is not bound to accept the highest or any quotation or to give any reasons for doing so, and reserves the right to accept all or any part of a quotation at any time within the Quotation Validity Period.
- (b) A Service Provider shall note that his offer will be considered on a complete overall basis. Quotations with only partial offers shall be rejected.

16. Award of Contract

- (a) The successful Service Provider will be issued as an indication of acceptance a fax or a Letter of Acceptance prior to the receipt of the duplicate copy of the Quotation Documents with the 'Agreement' duly completed. Upon issue of the aforesaid fax or Letter of Acceptance, a binding contract would be constituted between the parties.
- (b) A Service Provider who does not receive any notification within one hundred and fifty (150) days or any other period specified by the Government Representative of the Quotation Closing Date shall assume that his quotation has not been accepted.

17. Quotation to Remain Open

- (a) A quotation submitted shall remain valid and open for acceptance on these terms for not less than one hundred and fifty (150) days or any other period specified by the Government Representative commencing on the Quotation Closing Date.
- (b) If before expiry of the Quotation Validity Period, a Service Provider withdraws his offer, the Government will take due notice of the Service Provider's action and this may prejudice his future standing as a Government contractor.

18. State of Premises

The successful Service Provider shall arrange with the Government Representative to inspect the Licence Area at a reasonable time and the Licensee shall accept the Licence Area in the state and condition in which they are at the date on which possession is given.

19. Use of Personal Data

All personal data submitted by the Service Provider will be used for the purpose of this quotation only.

20. Site Visit and Quotation Briefing

A quotation briefing and site visit session will be held at 3pm, on 27 June 2017 (Tuesday) at Mong Kok Stadium, 37 Flower Market Road, Mong Kok, Kowloon. Service Provider is invited to attend the quotation briefing and site visit session before submitting his quotation in order to acquaint himself with the terms and conditions of the quotation. For registration, please contact the Assistant Manager (Turf Maintenance) Hong Kong Stadium, Leisure and Cultural Services Department at 2895 7953 for reservation of seat for the visit and quotation briefing by 1pm on 23 June 2017 (Friday).

21. **Termination of Agreement**

A Service Provider shall note that after commencement of the Agreement, either the Government Representative or the successful Service Provider may terminate the Agreement by serving to the other party a six (6) months' prior notice in writing specifying the date of termination provided that the said date of termination shall be a date at least eighteen (18) months after the commencement of the Agreement.

22. Successful Service Provider's Performance Monitoring

A Service Provider is advised that should he be awarded the Agreement, his performance under the Agreement will be monitored and shall be taken into account in

the evaluation by the Government of quotations / tenders submitted by him for any goods or services procured by the Government in future. An offer or quotation submitted by a Service Provider who has been in breach of any of his statutory obligations or contractual obligations under any comparable contracts with the Government (whether current or past) may not be considered having regard, including but not limited to, the seriousness and the number of breaches and its or their relevancy to the offer or quotation submitted. The decision of the Government whether or not to consider the quotation submitted by a Service Provider under the circumstances described in this provision shall be final.

23. Information on Mong Kok Stadium

- (a) With a maximum seating capacity of about 6,500, the Stadium is only for use by hirers for pre-approved Event where attendance of spectators are expected. On average, there are about 60 to 70 Event Days per year and most of them are soccer or sport related events. A list of the events held at the Stadium with the numbers of spectators in each event for the period from July 2016 to June 2017 is listed in the Fifth Schedule for reference.
- (b) Service Providers shall note that the Government reserves the right to hold or grant permission to any person or organization to hold any function at part of the Stadium including but not limited to the car park or entrance plaza and requires the closure of the other part of the Stadium including the Licence Area and the Mobile Vending Area at any time and for any period if the Government Representative considers it prudent and expedient to do so. The successful Service Provider shall suspend his Fast Food Business and shall not be entitled to claim any compensation or loss of his Fast Food Business whatsoever arising from such arrangement.
- (c) Sale of commodities in bottles or cans will not be allowed in any Event except with the prior written approval of the Government Representative.
- (d) Service Providers shall also note that maintenance of the whole or part of the Stadium will be carried out at different times of a year and for durations of works about fifteen (15) weeks in total annually.
- (e) The Government does not give any warranty as to the accuracy of the data given in sub-clauses (a) and (d) above and any guarantee for future bookings. The data are for reference of Service Providers only.
- (f) For the avoidance of doubt, when there is no Event or during any period of closure of the Stadium for whatever reasons, the Fast Food Business of the successful Service Provider shall be suspended and the Service Provider shall pay the Monthly Licence Fee in full pursuant to Clause 6 of the Conditions of Contract and shall not be entitled to claim any compensation or loss of his Fast Food Business under all circumstances.

24. Offering Gratuities

The Service Provider shall not and shall ensure that his agents and employees shall not

offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this clause by the Service Provider shall, without affecting the Service Provider's liability for such breach or non-compliance, invalidate his quotation, and if the Agreement has been awarded to the Service Provider without knowing the breach, the Government shall be entitled to immediately terminate the Agreement and claim for all losses and costs incurred from the Service Provider.

25. Consent to Disclosure

The Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded contract, without any further reference to the successful Service Provider, the name and address of the successful Service Provider, description of services and the contract amount.

26. Cancellation of Quotation

Without prejudice to the Government's right to cancel the quotation, where there are changes of requirement after the Quotation Closing Date for operational or whatever reasons, the Government is not bound to accept any conforming quotation and reserves the right to cancel the quotation.

27. Cost of Quotation

A Service Provider shall submit his quotation proposal at his own cost and expense. The Government will not be liable for any costs and expenses whatsoever incurred by the Service Provider in connection with the preparation or submission of his quotation or in any related communication with the Government whether before, on or after the Quotation Closing Date.

28. Complaint about Quotation Process or Contract Award

The quotation process is subject to internal monitoring to ensure that the Agreement is awarded properly and fairly. Any Service Provider who feels that his offer has not been fairly evaluated may write to the Director of Leisure and Cultural Services who will personally examine the complaint and refer it to the relevant quotation boards for consideration if it relates to the quotation system or procedures followed. For quotations not covered by the WTO GPA, the Service Provider shall lodge the complaint before disposal of documents of unsuccessful Service Providers, which shall be three (3) months after the award of contract.

29. Application for Appropriate Food Licences

- (a) A Service Provider shall note that it is the Licensee's sole responsibility to approach the relevant authorities for obtaining all licences, permits and/or certificates required by law for operation of his Fast Food Business at the Licence Area and the Mobile Vending Area. The Licensee shall note that it will be unlawful for him to sell any commodity for which any licence, permit and/or certificate is so required without first obtaining such licence, permit and/or certificate.

- (b) The Licensee shall note that since it will necessarily take time for the relevant authorities to consider and decide on an application for a licence, permit and/or certificate, the Licensee is therefore not entitled to claim for abatement of the Monthly Licence Fee on the grounds that he cannot operate his Fast Food Business pending the issue of the relevant licences, permits and/or certificates.
- (c) For activities relevant to licensing requirements regulated by the Director of Food and Environmental Hygiene, the Licensee should visit the following Food and Environmental Hygiene Department's website for more information –

http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html

30. Provision of Services within the Stadium

A Service Provider shall note that the Government Representative reserves the right to provide or allow any Person or contractor to provide drinking fountain, fast food, light refreshment and/or vending machine services within any other areas of the Stadium during the Licence Period. The successful Service Provider is therefore not entitled to claim for abatement of Monthly Licence Fee or any part thereof on the ground that his Fast Food Business is affected by such arrangement.

31. Negotiation

The Government reserves the right to negotiate with any Service Provider on the terms of the Quotation Documents including but not limited to the Monthly Licence Fee offered by the Service Provider.

32. Quotation Addendum

The Government may issue addendum to the terms and conditions of the Quotation Documents. Service Providers may be asked to confirm compliance with the terms and conditions issued under the Quotation Documents or those issued under any addendum thereto.

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CONDITIONS OF CONTRACT

1. Nature of Licence

- (a) It is expressly agreed between the parties that this Licence creates no tenancy or lease or any form of legal rights on land whatsoever between the parties except the permission to use the Licence Area in accordance with the provisions of the Agreement.
- (b) The Licence granted to the Licensee is personal to him and unless with the prior consent in writing from the Government Representative, the Licensee shall not assign, sublet, part with the possession of the whole or any part of the Licence Area or transfer any of his rights or obligations under the Agreement.

2. The Licence Period

- (a) Subject to Clause 9 hereof, the Licence Period shall commence on the 10th day of October 2017 and, subject to prior termination and extension as are hereinafter provided, shall expire on the 9th day of October 2020 both dates inclusive.
- (b) The Government Representative shall be entitled to extend the Licence Period for a maximum period of six (6) months upon its expiration by giving the Licensee one (1) month's advance notice in writing before the due expiration of the Agreement.
- (c) If a notice is given by the Government Representative under Clause 2(b) above, the Licensee shall continue to conduct his Fast Food Business for the whole period specified in the notice on the same terms and conditions as herein contained (save and except this clause on extension).
- (d) If the commencement date of the Licence Period of the Agreement shall be advanced or deferred under Clause 9(a), the expiry date of the Licence Period shall be advanced or deferred accordingly with the length of the Licence Period remains unchanged.

3. The Business

Subject to the terms and conditions of the Agreement, the Government Representative grants to the Licensee during the Licence Period the permission to conduct the business of selling any of the commodities as set out in the Second Schedule (the "Fast Food Business") and to conduct such Fast Food Business within the following premises (the "Licence Area") –

- (a) A Fast Food Kiosk with an area of about 15 square metres as delineated and shown coloured red in Annexes B and C;
- (b) and within the area of the spectator stands except the VIP spectator stand and

VIP Room as delineated and shown coloured red in Annex D for sale of commodities as set out in the Second Schedule by means of Mobile Vending Area and for avoidance of doubt, the Government Representative reserves the right at any time and from time to time during the Licence Period to vary the location of the mobile vending activity in any manner whatsoever as the Government Representative at its absolute discretion may see fit. All the costs and expenses incurred as a result of such variation shall be at the expense of the Licensee. Irrespective of whether or not the Fast Food Business of the Licensee might be affected by such variation, the Licensee is not entitled to claim for any compensation and shall remain liable to pay the Monthly Licence Fee in full.

4. Hours of Business

Subject to the terms and conditions of the Agreement, the Licensee shall carry out the Fast Food Business when the Stadium is open to the public, except when otherwise authorized by the Government Representative, and at such times as may be approved or prescribed by the Government Representative in writing.

5. Conduct of Business

- (a) The Licensee shall maintain the Licence Area an efficient and adequate service of a style, type and quality to the satisfaction of the Government Representative.
- (b) The Licensee shall not provide seating accommodation for his customers and other members of the public.
- (c) The Licensee shall use the Licence Area only for the Fast Food Business and shall not use, cause, suffer or permit to be used the Licence Area or any part thereof as sleeping quarters or domestic premises or for any other purposes.
- (d) The Licensee shall conduct his Fast Food Business only at the Licence Area and the Mobile Vending Area and shall not use, cause, suffer or permit to be used any area of the Stadium except the Licence Area and the Mobile Vending Area for such purpose or for any other purposes.
- (e) The Licensee shall only sell commodities recommended in the Second Schedule from licensed food factories or lawful sources and in original wrappers by means of mobile vending in the Mobile Vending Area through mobile vendors employed by the Licensee in such form, manner and at such locations as shall be approved or prescribed by the Government Representative.

6. Monthly Licence Fee

- (a) The Licensee shall pay to the Government in advance a Monthly Licence Fee

as specified in paragraph A of the First Schedule on the 10th day of each and every month without any reduction throughout the Licence Period.

- (b) The Monthly Licence Fee does not include rates, Government rent and taxes payable in respect of the Licence Area.
- (c) Notwithstanding Clause 6(a) above, the first payment of the Monthly Licence Fee is to be made not later than seven (7) days before the commencement of the Licence Period or at such time as shall be directed by the Government Representative.
- (d) When payment of the Monthly Licence Fee of any month is overdue, the Licensee shall pay to the Government a surcharge on that outstanding Monthly Licence Fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payment falls due.

7. Abatement

If the Government Representative shall require a closure of the Licence Area or a suspension of the Licensee's Fast Food Business under Clause 19(b) for a continuous period of more than seven (7) days or a deferment of the commencement of the Licence Period under Clause 9 hereof, the Monthly Licence Fee will abate, notwithstanding Clause 6 hereof, for the total period of such closure or suspension or deferment on a pro rata basis.

8. Security Deposit

- (a) The Licensee shall, at least seven (7) days before the commencement of the Licence Period or any extension thereof, deposit with the Government in cash or in the form of a banker's guarantee approved by the Government Representative and issued by a bank licensed under the provisions of the Banking Ordinance (Cap. 155), a sum equivalent to four (4) times the Monthly Licence Fee as security for the due and proper performance of the Agreement. The Licensee shall keep the aforesaid Security Deposit, if it is provided in the form of a banker's guarantee, valid for three (3) more months after the expiry of this Agreement.
- (b) If the Licensee fails to pay the Security Deposit upon the due date as stipulated in Clause 8(a) above or refuses to carry out the Agreement upon the commencement of the Agreement, the Agreement shall be deemed to be terminated and the Government Representative is entitled to grant the Licence to another Person and claim for compensation from the Licensee.
- (c) The Security Deposit in cash shall be wholly forfeited to the Government or a call shall be made on the banker's guarantee in the event of the Agreement being terminated in accordance with Clause 40(a) hereof. Notwithstanding such provisions and without prejudice to any other remedies available to the Government Representative, the Government Representative shall have the

right to deduct from the Security Deposit in cash or to make a call on the banker's guarantee in order to pay the Government the amount in relation to any losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever suffered by the Government as the direct or indirect result of any breach of the Agreement by the Licensee.

- (d) If any deduction is made by the Government Representative from the cash deposit or by making a call on the banker's guarantee during the continuance of the Agreement, the Licensee shall, within fourteen (14) days, on demand in writing made by the Government Representative, deposit a further sum or provide a further banker's guarantee in a sum equal to the amount so deducted or so called on, and such sum shall be added to the residue of and form part of the Security Deposit.
- (e) Subject to Clause 42 hereof, upon the expiry or sooner termination of the Agreement, the Government Representative will return to the Licensee without interest the balance of the Security Deposit or the banker's guarantee, if one is provided, shall be released, within three (3) months if all of the Licensee's obligations under the Agreement have been observed and complied with to the satisfaction of the Government Representative and the receipted bills in respect of outstanding payment of all fees and charges including rates and utility charges are provided to the Government, notwithstanding the expiry of the Licence Period.

9. Advancement, Deferment and Suspension of Business

- (a) Notwithstanding the provision of Clause 2 hereof and any other provisions of the Agreement, the Government Representative shall be entitled to advance or defer the commencement of the Licence Period for whatsoever reasons and for such period as the Government Representative shall in its sole discretion decide.
- (b) If there shall be such advancement or deferment of commencement of the Licence Period under this clause-
 - (i) the Government shall not be liable for any losses suffered or expenses incurred whatsoever by the Licensee due to such deferment or termination under Clause 9(b)(ii);
 - (ii) upon the expiry of the such period of deferment and without further notification by the Government Representative of the commencement of the Licence Period, the Agreement shall terminate automatically. The Government Representative will return to the Licensee without interest the balance of the Security Deposit and any Monthly Licence Fee already paid in advance;
 - (iii) the Government Representative shall, so far as it is practicable in the circumstances, give the Licensee notice of advancement of the original Licence Period in writing at least fourteen (14) days prior to the revised commencement date of the Licence Period;

- (iv) the Government Representative shall, so far as it is practicable in the circumstances, give the Licensee notice of deferment in writing at least fourteen (14) days prior to the original commencement date of the Licence Period.
- (c) If the commencement of the Licence Period has been advanced under Clause 9(a), the Monthly Licence Fee shall be paid in accordance with Clause 6(c) hereof.
- (d) If the commencement of the Licence Period has been deferred under Clause 9(a), the Monthly Licence Fee shall be adjusted in accordance with Clause 7 hereof.
- (e) The Licensee may suspend his Fast Food Business for a reasonable period of time when the weather conditions warrant such suspension in view of the safety of his employees. Prior approval from the Government Representative shall be obtained as far as it is practicable in the circumstances and the Government Representative's decision on the duration of such period of suspension shall prevail.

10. Resumption of Business

If the Fast Food Business shall be suspended under the terms and conditions of the Agreement, the Licensee shall resume the Fast Food Business immediately within the period specified under the Agreement or that specified by the Government Representative, as the case may be.

11. Licensee's Warranties and Undertakings

The Licensee warrants and undertakes to the Government Representative that -

- (a) he shall produce his Business Registration Certificate or Certificate of Incorporation, as the case may be, upon demand by the Government Representative;
- (b) he shall use only those appliances, fixtures and fittings which have previously been approved by the Government Representative. He shall not make any alteration or addition to any of the appliances, furniture, fixtures or fittings therein or the decoration thereof without the prior permission in writing by the Government Representative, and he shall not carry out the repairs to the appliances, furniture, fixtures and fittings supplied by the Government without first obtaining the approval of the Government Representative. Subject to such approval being sought, the relevant works shall be carried out at the expenses of the Licensee by workers approved by and to a standard acceptable to the Government Representative;
- (c) he shall take all reasonable precautions to protect the Licence Area from damage by fire, storm, tropical cyclone or the like;

- (d) he shall maintain the Licence Area and its surroundings in a clean, tidy and serviceable condition to the satisfaction of the Government Representative and if in the opinion of the Government Representative the Licensee fails to do so the Government Representative may without notice close the Licence Area and suspend the Licensee's Fast Food Business for a period or periods not exceeding seven (7) days on any one (1) occasion to cause the Licence Area and its surroundings to be cleaned and serviced and the Licensee shall pay the costs thereof to the Government Representative on demand and shall remain liable to pay the Monthly Licence Fee to the Government without any deduction;
- (e) he shall not use the Licence Area or any part thereof, or cause, or permit or suffer the same to be used for any illegal, immoral purpose, gambling or any other purpose not permitted under the Agreement;
- (f) he shall not permit any games to be played in the Licence Area including but not limited to mahjong and tin kau whether for gambling purposes or otherwise;
- (g) he shall not permit the Licence Area to be used as a changing room by users of the Stadium or other members of the public;
- (h) he shall not cause or permit any floorshow or any type of entertainment to be staged in the Licence Area or its vicinity; he shall not cause or produce on or in the Licence Area any music or sound produced by broadcasting from television, radio or any apparatus or instrument capable of producing or reproducing music and sound as may in the opinion of the Government Representative interfere with or otherwise cause any inconvenience, annoyance or nuisance to any Event at the Stadium, any person in the vicinity of the Stadium or any person using or visiting the Stadium;
- (i) he shall permit the Government Representative and its agents at all times to have unimpeded access to all parts of the Licence Area to examine the conditions thereof and to execute repairs thereto;
- (j) he shall assume full responsibility for the safety of all operations and methods of operations;
- (k) he shall provide and maintain at all times properly insulated and refrigerated containers solely for the storage of frozen confections and shall store in such insulated and refrigerated containers all frozen confections available for sale in the Licence Area;
- (l) he shall keep all articles of food stored or offered for sale at the Licence Area effectively protected against flies, cockroaches, vermin, dust and dirt and shall sell bread, biscuits, cakes and sweets only in their original wrappers and in such hygienic condition as is reasonably practicable;
- (m) he shall only sell commodities from licensed food factories or lawful sources recommended in the Second Schedule and in original wrappers and as within

the Licence Area and Mobile Vending Area;

- (n) he shall not stock, sell or provide at the Licence Area any cigarettes, cigars or tobacco products whatsoever;
- (o) he shall not sell or offer for sale any liquid refreshment other than in sterile drink cups;
- (p) he shall not sell or offer for sale any cut or peeled fresh fruit;
- (q) he shall cleanse and immerse in boiling water for not less than one (1) minute and allow to dry by evaporation before each use of crockery, cutlery and utensils used in the preparation or serving of food or drinks and when not in use to store such implements in vermin-proof and dust-proof cupboards;
- (r) he shall be responsible for the safety of any vehicle which he uses or brings alongside or into the Stadium and he shall indemnify the Government in respect of any losses or damages thereto as a result of the use of such vehicles;
- (s) he shall pay all the costs and deposits of all telephone installed, electricity or water supplied to the Licence Area, and shall pay all rates, Government rent, taxes, fees, charges and outgoings whatsoever now or hereinafter payable in respect of the Licence Area and his Fast Food Business;
- (t) he shall not request or receive any charge or fee from any Person for admission to the Licence Area or its surroundings, nor request or receive any other additional charge whether by way of service charge or otherwise;
- (u) he shall on receipt of forty-eight (48) hours' notice from the Government Representative to produce to it for inspection of the books, ledgers, vouchers, receipts and other documents relating to the Fast Food Business, and to make available copies of the same to the Government Representative, if required;
- (v) he shall not later than thirty (30) days after the expiry of each month during the continuance of this Agreement and not later than thirty (30) days after the termination of this Agreement howsoever caused, submit to the Government Representative a statement of account in the form as the parties hereto may mutually agree, or in default of agreement as the Government Representative may from time to time prescribe, showing the gross monthly turnover of the Fast Food Business, for that month. For the purpose of these provisions "gross monthly turnover of the Fast Food Business" shall mean the gross proceeds or receipts as received or receivable for any food and/or drinks sold or consumed or of all goods merchandise and commodities and services of any kind and description provided or sold within or through or out of the Licence Area and the Mobile Vending Area plus all other income deriving from or in respect of the Licence Area and the Mobile Vending Area;
- (w) he shall pay to the Government any cost incurred by the Government plus an administrative overhead charge to be advised by the Government Representative if he fails to carry out any of his obligations or duties under

this Agreement and the Government Representative executes such obligations or duties on his behalf;

- (x) he shall load or unload all items only through such entrances and at such time or times as shall be reasonably designated or directed by the Government Representative for this purpose from time to time;
- (y) he shall only use plastic or paper cups, plates or other utensils of such a type and material as shall be approved or prescribed by the Government Representative in the Licence Area for use by customers;
- (z) he shall not permit or cause any touting or soliciting for business including the distribution of any pamphlets notices or advertising matter, outside or within the Stadium;
- (aa) he shall withdraw from sale for the duration of any Event any commodities which the Government Representative considers may jeopardize the said Event from taking place within the Stadium, provided that such withdrawal from sale shall not have the effect of conferring to any third party, without the Licensee's consent, the Licensee's right to sell the commodities as provided in this Agreement;
- (bb) he shall obey and comply with all rules and regulations made from time to time by the Government Representative for the management of the Licence Area and the Stadium and to cause its agents, employees, contractors and customers to obey and comply with the same;
- (cc) he shall obey and comply with such notice, direction or requirement of any public or other authority as the Government Representative may from time to time be required to observe or comply and to indemnify the Government from and against any breach thereof; and
- (dd) he shall not assign or underlet or sub-license or otherwise part with occupancy of the Licence Area or any part thereof in any way whether by way of sub-letting, sub-licensing, lendings, sharing or other means whereby any Person not named as a party to this Agreement obtains the use or occupancy of the Licence Area or any part thereof irrespective of whether any rental or other consideration is given for such use or occupancy save with the written consent of the Government Representative.

12. Cleansing, Collection and Disposal of Refuse and Litter

- (a) The Licensee shall provide and keep in good and hygienic condition dustbins in such numbers and of such a type as shall be approved by the Government Representative and shall collect all refuse and litter therein.
- (b) The Licensee shall arrange at least once every day or at a frequency as prescribed by the Government Representative at any time and from time to time for the removal and disposal of all refuse and litter thus collected in the course of his Fast Food Business. Such refuse and litter shall be collected in

polyethylene bags, or in any other containers approved by the Government Representative and shall be properly disposed of at least once every day to such a refuse collection point inside or outside the Stadium designated by the Government Representative or to such places as shall be specified by the Government Representative at any time and from time to time in such manner as approved or prescribed by the Government Representative. The Government Representative reserves the right to alter the designated refuse collection points and disposal method and the Licensee shall follow such directions by the Government Representative and make necessary arrangement at his own cost.

- (c) The Licensee shall carry out cleansing and clearing of all grease traps in the Licence Area for which the Licensee is liable for, at least, on a daily basis and of all the drainage and sewerage pipes in the Licence Area for which the Licensee is liable for at frequent intervals to the Government Representative's reasonable satisfaction to prevent chokage and blockage of the installations. Where the Government Representative reasonably considers that hot or warm effluent can congeal and cause blockage within the drainage system, the Licensee shall forthwith on demand by the Government Representative undertake at his own expense either an emulsifying or a neutralizing effect by using such equipment or by employing such contractor as may be approved or prescribed by the Government Representative.
- (d) In the event of failure to comply with this clause, the Licensee shall pay the Government Representative on demand the costs incurred by the Government Representative if the removal and disposal of such refuse and litter; the cleansing or clearing of any of the drains, sewers and grease traps choked or blocked is being carried out by the Government Representative due to the act, default or negligence of the Licensee or any of his employees or agents.
- (e) The Licensee shall not place or leave or cause, suffer or permit to be placed or left in any part of the Stadium (including but not limited to fire exits, common area, stairways, landings and passages of such buildings) any solid waste or any other similar materials. The Licensee shall arrange at its own cost proper and immediate disposal of the same at designated locations as approved by the Government authorities from time to time.

13. Monies or Valuables Found or Property Lost

All monies or other items of value found by the Licensee, employees and/or agents in carrying out the Fast Food Business in the Licence Area shall be handed to the Government Representative's management in the Stadium as soon as possible and a written receipt obtained therefrom.

14. Licensee's Employees or Agents

- (a) The Licensee shall require all persons employed at the Licence Area to submit to such medical examinations at such places and times as may be prescribed by a registered medical practitioner and shall not employ or shall cease to employ at the Licence Area any person found by the medical practitioner to be

likely to spread a communicable disease.

- (b) The Licensee shall ensure that his managerial or supervisory staff shall be in attendance at the Licence Area at all times when his staff are at work.
- (c) The Licensee shall be responsible for the good conduct of his employees or agents while they are in the Licence Area, and shall ensure that they will behave accordingly.
- (d) The Government Representative shall be entitled to demand on reasonable grounds, including but not limited to medical, health, security and disciplinary grounds, the removal or replacement of any of the Licensee's employees or agents.
- (e) The Government and the Government Representative shall in no circumstances be liable either to the Licensee or to his employees or agents in respect of any liabilities, losses or damages occasioned by such removal as stipulated in Clause 14(d) and the Licensee shall fully indemnify the Government against any claim made by such employees or agents.
- (f) The Government Representative shall be entitled to refuse to admit to the Stadium or any part thereof for the purposes of the Agreement any person employed by the Licensee, or by the Licensee's agents, whose admission will be, in the opinion of the Government Representative, undesirable.
- (g) Any removal demanded or refusal made under Clauses 14(d) and 14(f) shall not be construed as a breach of the Agreement by the Government Representative and the Licensee shall continue to carry out his obligations under the Agreement.
- (h) The Licensee shall provide a sufficient quantity of clean clothes with clear identifications of his Fast Food Business and of a type approved by the Government Representative for the use of his employees at the Licence Area.
- (i) The Licensee shall provide lockers for the staff to store their clothing and personal effects and not to allow personal effects such as clothing, footwear, luggage, umbrellas and other articles to be stored or left in any room where food for sale for the purpose of the Fast Food Business is stored.
- (j) The Licensee shall ensure that at all times when his employees are at work or on duty in the Licence Area they shall wear clothes in a clean and tidy manner.
- (k) The Licensee shall ensure that all persons employed by him in carrying out the Agreement shall keep to such parts of the Stadium as are necessary for the due discharge of the Licensee's obligations under the Agreement.
- (l) The Licensee shall maintain a proper, current and accurate record of all his employees or agents employed for carrying out of the Fast Food Business. Such record shall include the name, Hong Kong Identity Card number, grade, age and photograph of each employee. The Licensee shall produce such record

for inspection by the Government Representative on request.

- (m) The Licensee shall not employ any person who is forbidden in the laws of the Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in the Hong Kong Special Administrative Region in the execution of this Agreement or any other Government contract. If there is any breach of this clause by the Licensee, the Government Representative may, by notice in writing, terminate this Agreement and the Licensee is not entitled to claim any compensation. The Licensee shall be responsible for any expenses or loss that the Government Representative may incur or suffer due to the breach of this clause by himself.
- (n) Unless otherwise approved by the Government Representative, all workers and staff employed by the Licensee for the execution this Agreement shall be local residents to be engaged in the Hong Kong Special Administrative Region. Any contravention of this clause shall be deemed as a material breach of the Agreement which shall entitle the Government Representative to terminate the Agreement by giving fourteen (14) days' notice to the Licensee.
- (o) The Licensee shall be liable for all expenses necessarily incurred by the Government Representative as a result of the termination of this Agreement.
- (p) The Licensee shall not employ any person at the Licence Area who has not been inoculated against typhoid and paratyphoid and inoculated and vaccinated against such other diseases as the Government Representative may direct.

15. Publicity and Advertisement

- (a) The Licensee shall not publish or use any advertising or other publicity materials or perform any act with an advertising nature in relation to his Fast Food Business except with the prior written consent of the Government Representative.
- (b) Save and except where the Government Representative at its discretion may permit or require, the Licensee shall not exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Licence Area any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Licence Area or any part thereof) of any advertising nature.
- (c) Without prejudice to the generality of Clause 15(b), the Licensee shall not exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Licence Area any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Licence Area or any part thereof) of any advertising nature relating to any tobacco or tobacco related products.

16. Notice to be Displayed or Circulated in the Stadium

If the Licensee proposes to display or circulate any notices requiring his employees, agents or the public to comply with the rules and regulations of the Government Representative, the Government or other competent authority or for the purpose of the operation of his Fast Food Business under the Agreement, he shall seek the prior written consent of the Government Representative and such consent can be withdrawn at any time at the discretion of the Government Representative. All notices displayed or circulated by the Licensee in the Stadium shall be written in both English and Chinese.

17. Water Supply

- (a) The Licensee, if so permitted by the Government Representative, may use water supply, which may be available at the Stadium to operate his Fast Food Business and shall pay all fees and charges in connection therewith.
- (b) If water supply is not available at the Licence Area, or permission to use available supply is not granted or is withdrawn, the Licensee shall at his own expense install and provide such supply for his Fast Food Business and pay all fees and charges in connection therewith.
- (c) All installation of tubing and piping, and all other water supply works, be it permanent or temporary, shall be approved by the Government Representative and the works shall be carried out by qualified personnel approved by and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The Licensee shall be responsible to maintain and repair such installation at his own expense as well as to remove the same should the Government Representative so directs.

18. Electricity Supply

- (a) The Licensee, if so permitted by the Government Representative, may consume electricity from supply points which is available at the Stadium to operate his Fast Food Business and shall pay all fees and charges in connection therewith. The maximum electricity loading available to the Fast Food Kiosk is 200 Amperes/Three phases.
- (b) If electricity supply point is not available at the Licence Area, or permission to use available supply point is not granted or is withdrawn, the Licensee shall at his own expense install and provide his own source of electricity supply required for his Fast Food Business and pay all fees and charges in connection therewith.
- (c) Any installation of wiring and lighting fittings, and all other electrical works, be it permanent or temporary, shall be approved by the Government Representative and the works shall be carried out by qualified electricians registered under the Electricity (Registration) Regulations (Cap. 406 sub. leg. (D)) and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The

Licensee shall be responsible to maintain and repair such installation at his own expense as well as to remove the same should the Government Representative so directs.

19. Rights Reserved by Government Representative

- (a) The Government Representative reserves the right to suspend at its sole discretion the Licensee's Fast Food Business by closing the Licence Area for a specified period of not more than seven (7) days at any one time if the Government Representative is of the opinion that the Licensee is in breach of any of the terms and conditions of the Agreement and in such event the Licensee shall remain liable to pay the Monthly Licence Fee in full during such period of suspension.
- (b) The Government Representative reserves the right to close the Stadium in whole or in part, including the Licence Area and/or to suspend the Fast Food Business by reason of fire or storm or damage (not being the result of wilful default or misconduct or negligence of the Licensee, his employees or agents) or an act of God or repair or maintenance or annual improvement or building modification or for any other reasons at any time and for whatever period or periods during the Licence Period. The Government shall not be liable for any loss suffered or expenses incurred whatsoever by the Licensee due to such closure or suspension nor required to abate the Monthly Licence Fee or any part thereof under all circumstances.
- (c) In connection with Clause 19(b) above, if the demand of such closure or suspension of the Fast Food Business by the Government Representative is due to repair or maintenance or building modification, the Government Representative will give the Licensee one (1) month's advance notice before the commencement date of such closure and suspension, if it is practicable in the circumstances.
- (d) Notwithstanding Clause 3, the Government Representative may permit any person or organization to provide in the Stadium by way of sale or otherwise any refreshments or commodities. Irrespective of whether or not the Fast Food Business of the Licensee might be affected by such arrangement, the Government shall not be liable to pay any compensation whatsoever to the Licensee and shall not be required to abate the Monthly Licence Fee or any part thereof.
- (e) For the avoidance of doubt, nothing expressed or implied in the Agreement shall be regarded as in any way negating, prejudicing or otherwise restricting the right of the Government Representative to authorize any Person or organization to bring into the Stadium or distribute freely therein any refreshments or commodities for consumption or for use whatsoever. The Licensee is not entitled to claim for any compensation or prohibition for whatsoever causes resulting from the grant of the said permissions and authorizations. The Licensee shall continue to carry on his Fast Food Business on any day covered by such permission if he is not required to suspend his Fast Food Business.

- (f) Notwithstanding Clause 3 hereof, the Government Representative may, by giving not less than seven (7) days notice to the Licensee, hold or permit any Person or organization to hold any function in the Stadium. Where the Government Representative considers it necessary to do so, he may require the Licensee to suspend the whole or part of the Fast Food Business temporarily during the time when such functions are being held in the Stadium. The Licensee is not entitled to claim for any compensation whatsoever resulting from the grant of the said permissions and the holding of the functions. The Licensee shall remain liable to pay the Monthly Licence Fee in full during such suspension of the Fast Food Business. The Licensee shall continue to carry on his Fast Food Business on any day covered by such permission if he is not required to suspend his Fast Food Business.
- (g) Notwithstanding Clause 3 hereof, the Government Representative reserves the right to provide or allow any Person or contractor to provide drinking fountain, fast food, light refreshment and/or vending machine services within any other areas of the Stadium during the Licence Period. Irrespective of whether or not the Fast Food Business of the Licensee might be affected by such arrangement, the Government shall not be liable to pay any compensation whatsoever to the Licensee and shall not be required to abate the Monthly Licence Fee or any part thereof.

20. Sale of Commodities

- (a) Unless otherwise specified in the Agreement, the Licensee shall stock in sufficient quantities of commodities listed in the Second Schedule to a standard to the satisfaction of the Government Representative.
- (b) The Licensee shall notify the Government Representative of the latest price list whenever the Government Representative so demands.
- (c) The Licensee shall abide by any directions as to the quality of the commodities sold or offered for sale at the Licence Area as may be given by the Hong Kong Consumer Council.
- (d) The Licensee shall provide to customers upon request receipts for commodities sold specifying the commodities and the respective price.
- (e) The Licensee shall withdraw from sale for the duration of an Event any commodities which the Government considers may jeopardize the said Event from taking place or which may cause breach of agreements between the Government and any commercial operation within the Stadium.

21. Display of Commodity Prices

The Licensee shall prominently display at all times the prices of commodities in respect of the Fast Food Business at the Licence Area. The displays shall be in both Chinese and English and put up in such form, manner and at such locations as shall be approved or prescribed by the Government Representative.

22. Erection of Structure

- (a) The Licensee shall not allow or permit any structure to be erected in or on the Licence Area and its immediate vicinity except those stipulated in Clause 21 and apart from one (1) signboard bearing the words “Fast Food Kiosk” for the Fast Food Business in both English and Chinese.
- (b) The size and location of the signboard shall be those approved or prescribed by the Government Representative in writing.

23. Watchman

- (a) The Licensee shall not allow any person to remain in the Licence Area overnight without the permission in writing from the Government Representative. Such permission to remain a person in the Licence Area overnight shall only be given to enable the Licensee to post a watchman to look after the contents of the Licence Area.
- (b) The Licensee shall ensure that the watchman should possess a valid security personnel permit issued under the Security and Guarding Services Ordinance (Cap. 460) and submit to the Government Representative for approval the name and Hong Kong Identity Card number of such watchman.
- (c) The Licensee shall immediately remove such person from the Licence Area if the Government Representative notifies the Licensee in writing of the withdrawal of its approval for such person to stay overnight in the Licence Area.

24. Use of Fuel

The Licensee shall heat or cook food or boil water by electricity only.

25. Store of Dangerous Goods and Prohibited Goods

Except a reasonable quantity to be stored at the Licence Area required for the operation of the Fast Food Business, the Licensee shall not keep, store or cause, permit or suffer to be kept or stored in the Licence Area any dangerous or prohibited goods or liquefied petroleum gas or any other types of fuel within the meaning of the Dangerous Goods Ordinance (Cap. 295) or any arms, ammunition, explosives or combustible substances.

26. Fire Fighting Equipment

The Licensee shall provide and maintain in proper and serviceable condition fire fighting equipment to the satisfaction of the Government Representative and comply with any directions issued by the Buildings Department or the Fire Services Department in connection with the Licence Area.

27. Discharge of Waste Water

The Licensee shall ensure waste water that comes out from the Licence Area is free of grease and shall not cause, suffer or permit to be caused the waste water discharging onto areas surrounding the Licence Area.

28. Sale of Liquor

- (a) The Licensee shall not sell liquor in the Licence Area and in the Mobile Vending Area without first obtaining the written permission of the Government Representative.
- (b) The Government Representative shall take into account all relevant factors in considering whether to grant such permission referred to in Clause 28(a) to the Licensee if the latter applies to the Government Representative for such permission. The Government Representative reserves the right to withdraw any permission granted and shall not be required to provide any reasons to the Licensee for such withdrawal.
- (c) The Licensee shall obtain licence in compliance with the Dutiable Commodities Ordinance (Cap. 109) and the Dutiable Commodities (Liquor) Regulations (cap. 109 sub. leg. B) if liquor is sold at the Stadium or in an Event for consumption at the Stadium.

29. Arrangement During Epidemic Illness

In the event of illness of any epidemic nature breaking out, the Licensee shall comply with all such orders, arrangements or regulations as may be issued by the Government with a view to stamping out the same. The Licensee shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control diseases of any kind.

30. Government Premises, Property, Machinery and Equipment

- (a) When the Government premises, property, machinery or equipment is provided for the Licensee under the Agreement (inclusive of those listed in the Fourth Schedule), the Licensee shall keep and maintain the same in good, clean and serviceable condition (fair wear and tear excepted), and shall be responsible for the due and immediate return of all such premises, property, machinery and equipment in good repair, clean and serviceable condition (fair wear and tear excepted) at any time upon request by the Government Representative and/or upon the expiry or termination of the Agreement.
- (b) The Licensee shall not make any alteration or addition to the premises, property, machinery and equipment provided by the Government therein without the prior permission in writing by the Government Representative and shall not carry out the repairs to the same without obtaining the prior approval of the Government Representative. If such approval is obtained, the repair works shall be carried out by qualified Person approved by and to a standard acceptable to the Government Representative.

- (c) The Licensee shall be liable to the Government for any damage or loss to such premises, property, machinery and equipment provided by the Government. If any such premises, property, machinery or equipment is found damaged or lost, as the case may be, in whatsoever scale and from whatsoever cause while in the possession or control of the Licensee, the Licensee shall pay the cost for all repair or replacement of the same plus a sum to be advised by the Government Representative as administrative overhead charges.
- (d) All premises, property, machinery and equipment so provided for the Licensee under the Agreement, shall remain the property of the Government, and the Government Representative reserves the right to take stock checking of the same at any time and the Licensee shall provide every assistance to the Government Representative for this purpose.
- (e) The Licensee shall accept the Licence Area and the Government's provisions of property, machinery or equipment under the Agreement (inclusive of those listed in the Fourth Schedule) in the state and condition in which occupancy is given.

31. Access Granted to the Licensee

- (a) The Government Representative shall grant access of the Stadium or any part thereof to the Licensee as may be necessary for him, his employees or his agents to perform his obligations under the Agreement, provided that the Government Representative shall be entitled to close the Stadium or any part thereof or to prohibit any vehicular access to the Stadium at any time and for any period if the Government Representative considers it prudent and expedient to do so. Such closure should not be deemed to be a breach of the Agreement by the Government Representative.
- (b) Upon such closure or prohibition of access or on demand of the Government Representative, the Licensee and his employees and agents shall forthwith suspend the Fast Food Business, remove the plant, equipment, materials and vehicles under the control of the Licensee from the Stadium.
- (c) The Licensee and his personnel shall have access during Event Days for the sole purpose of the Licensee's Fast Food Business in accordance with this Agreement to and from the Licence Areas by and from a designated entrance at the Stadium as advised by the Government Representative from time to time.
- (d) For the purposes of identification and security, all employees or duly authorised representatives of the Licensee should be in company apparel or wearing a Stadium pass as may be issued from time to time by the Government Representative or provided by the Licensee at its own costs in a form or design approved by the Government and shall return the same to the Government Representative upon demand. The Licensee hereby undertakes to ensure that all of his personnel complies with the requirements of this sub-clause.

- (e) The Licensee shall ensure that staff uniforms or Stadium passes are worn at all times by its personnel during Event Days.
- (f) The Government may at its sole discretion eject any personnel employed by the Licensee in the Licence Areas, including but not limited to the following circumstances-
 - (i) should such personnel fail to comply with the rules and regulations of the Stadium; or
 - (ii) if the behaviour of such personnel be such so as to give the Government reasonable grounds for believing that the interests of the Stadium, or users of the Stadium may be prejudiced.

32. Inconvenience or Annoyance Caused at the Stadium

- (a) The Licensee shall ensure that his employees or agents shall perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- (b) The Licensee shall use his best endeavors to avoid causing nuisance or annoyance to the users using the Stadium or to the Government Representative or agents working there while carrying out his Fast Food Business. The Government Representative shall be, without prejudice to any rights it has under the Agreement and without releasing or discharging the Licensee of his obligations hereunder and without compensation whatsoever to the Licensee, entitled to suspend the Fast Food Business or by whatever means the Government Representative may consider suitable so as to stop him from causing further nuisance to the users of the Stadium and the Government Representative or agents working there.
- (c) The Licensee shall not place or leave, or cause, or suffer or permit to be placed or left any of his trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any places within the Stadium 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 Government Representative if the Government Representative in its opinion considers that they may cause encumbrance or encroachment. In the event of any breach of this clause and without prejudice to any other rights and remedies which the Government Representative has or may have under the Agreement, the Government Representative shall be entitled to take all such steps as may be necessary to forthwith remove any such encumbrances or encroachments thereby constituted and without notice to the Licensee to seize and dispose of any such property in such manner as the Government Representative may see fit without any liability whether towards the Licensee or any Person otherwise and the Licensee shall pay the Government on demand all the costs in relation to such removal and/or disposal which are incurred by the Government.

33. Inspection and Rejection

- (a) The Fast Food Business carried on by the Licensee shall be subject to inspection by the Government Representative at any time.
- (b) Without prejudice to any other rights provided under the Agreement, the Government Representative may reject any action undertaken by the Licensee or result of such action which does not strictly conform to the terms and conditions of the Agreement.
- (c) Within twenty-four (24) hours or such longer time as may be notified by the Government of being notified in writing of the rejection of any action undertaken by the Licensee or result of such action, the Licensee shall take necessary action to rectify such rejected action or result of action to the satisfaction of the Government Representative.
- (d) If the Licensee shall fail to rectify such rejected action or result of action, the Government may without prejudice to any other rights and remedies available to the Government carry out and complete such rectification by its own staff or by its agents. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Licensee forthwith on demand. The normal working hours for the staff of the Government are, with the exception of General Holiday, from 9:30 a.m. to 4:30 p.m. from Monday to Friday. If such rectification is carried out by the staff of the Government outside these normal working hours, the Licensee shall be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such staff.

34. Licensee's Act, Default, etc.

- (a) Any act, default, negligence or omission of any employee, agent or invitee of the Licensee shall be deemed to be the act, default, negligence or omission of the Licensee.
- (b) It shall be regarded as a default, if the Licensee -
 - (i) shall have abandoned the Agreement; or
 - (ii) shall persistently or wilfully neglect to carry out his obligations under the Agreement; or
 - (iii) shall fail to carry out all or any of the rectification as stipulated in Clause 33(c) within the time specified.
- (c) Without prejudice to any other rights provided for under the Agreement, the Government is entitled to claim indemnity from the Licensee against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it as a result of the Licensee's default.

- (d) Notwithstanding the above provision, the Government Representative may at its own discretion terminate the Agreement in accordance with Clause 40 hereof as a result of the Licensee's default.

35. Accident to Licensee's Employees

- (a) The Government and its employees and agents shall not be under any liability whatsoever for or in respect of any injury to or death of any of the Licensee's employees or agents save and except such injury or death caused by the negligence of the Government or its employees or agents. The Licensee shall indemnify the Government and its employees or agents against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever in respect of any such injury or death for which the Government and its employees and agents are not liable under this clause.
- (b) The Licensee shall effect and keep in force at his own expense a policy of insurance against all liability to pay damages or compensation as aforesaid in respect of all staff and other persons, other than the Government employees, who may be employed by the Licensee on any work done in pursuance of the Agreement with an insurance company authorized by the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions to be approved by the Government Representative, and shall, as and when required, deposit with the Government Representative for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premiums.
- (c) In the event of any staff or other persons employed by the Licensee on any work done in pursuance of the Agreement suffering any personal injury or death, the Licensee shall within forty-eight (48) hours notify the Government Representative in writing and whether there be a claim for a compensation or not, the Licensee shall, as soon as it is practicable thereafter, give notice in writing of such personal injury or death to the Commissioner for Labour and their insurer.

36. Liability and Indemnity

- (a) The Licensee shall indemnify the Government and keep the Government fully and effectively indemnified against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any Persons and which in any cases arise out of or in relation to or by reasons of –
 - (i) the negligence, recklessness or wilful misconduct of the Licensee, his employees or agents; or
 - (ii) the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by the Licensee, his employees or agents; or

- (iii) any defaults, unauthorized acts or omissions of the Licensee, his employees or agents; or
 - (iv) the non-compliance with any applicable laws and any requirements or regulations of any Government authorities or agencies in connection with the performance of the obligations under this Agreement by the Licensee, his employees or agents; or
 - (v) any loss or damage sustained by or any injury to or death of any third party which is partially or jointly in consequence of any negligence, omission, default of the Government or its employees or any agent under statute and under common law as long as such loss or damage sustained by or any injury to or death of such third party is partially or jointly attributable to the Licensee or his employees or agents engaged by the Licensee (if any) in the manner as described in (i) to (iv) above.
- (b) The indemnities, payment and compensation given in pursuance of the Agreement by the Licensee shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Agreement, or in supervising or controlling the Licensee's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Licensee, his employees or agents.

37. Public Liability Insurance

- (a) The Licensee shall effect, take out, maintain and renew upon expiry at his own expense a policy of insurance (including public liability) for the benefit of and in the joint names of the Licensee and the Government of the Hong Kong Special Administrative Region in the sum of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) for any one (1) incident and for an unlimited number of claims arising during the Licence Period with an insurance company authorized by the Insurance Companies Ordinance (Cap. 41) on such terms and conditions to be approved by the Government Representative. There shall be no limit to the number of claims during the period of insurance.
- (b) The policy of insurance shall cover full liability to pay damages or compensation as a result of the damage to properties, death of or injury to or illness suffered by any Person arising out of any act, negligence or default of the Licensee, or the Government or their employees and agents. The policy of insurance shall also indemnify all sums which the Licensee and the Government shall become legally liable to pay as compensation for bodily injury due to any food and/or drinks supplied by the Licensee at the Stadium.
- (c) The Licensee shall keep the aforesaid policy of insurance in force during the continuance of the Agreement and shall forthwith deposit with the Government Representative for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premiums.
- (d) If the terms of the policy of insurance taken out by the Licensee 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 Government for such payment. Under no circumstances whatsoever shall the Government be responsible for the premium payable under the public liability insurance policy or the premium payable for the renewal thereof.

- (e) The policy of insurance shall include a cross liability clause.
- (f) The Licensee is responsible to lodge all claims with the insurance company and shall deal with the said company upon receipt from the Government Representative or otherwise of a report on any injury, death, loss or damage.
- (g) The Licensee shall conform to the terms and conditions of the public liability insurance policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Licensee shall not do or permit or suffer to be done any act or omission whereby the public liability insurance policy shall be rendered void or voidable, or which would otherwise amount to breach of the public liability insurance policy. The Licensee shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Licensee to observe and comply with this clause.

38. Failure to Insure

If the Licensee shall fail to effect or to keep in force the policy of insurance referred to in Clauses 35 and 37 or any other policy of insurance which it may be required to effect under the terms and conditions of the Agreement, the Government Representative may effect and keep in force any such policy of insurance and pay such premium or premiums thereof as may be necessary for that purpose and may from time to time deduct the amount so paid from the Security Deposit in accordance with Clause 8 hereof or may recover the same as a debt due from the Licensee.

39. Corrupt Gifts

- (a) If the Licensee or any of the Licensee's employees or Licensee's agent commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Agreement, without entitling the Licensee to any compensation therefor.
- (b) The Licensee shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the contract under this clause.
- (c) The Licensee shall not, whether by himself or by any person employed by him to provide the services, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the services other than charges properly approved in writing by the Government Representative under the contract. The Licensee shall prohibit its employees and agents who

are involved in this Agreement from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with this contract.

- (d) The Licensee shall within fourteen (14) days after the commencement of the Agreement draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting any person employed by him to provide the services from soliciting or accepting any form of advantages in discharging his duties under the contract. The Licensee shall ensure that any person employed by hi to provide the services is well aware of the prohibited acts explicitly stated in Clause 39(c) and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

40. Termination

- (a) Without prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Government Representative, the Government Representative may at any time by notice summarily terminate the Agreement without entitling the Licensee to compensation in any of the following events -
 - (i) if the Licensee fails or neglects to observe or perform any of the terms and conditions of the Agreement or fails to pay any of the sums payable by the Licensee under the Agreement or in the case of a breach capable of being remedied, will have failed within fourteen (14) days or such longer period as the Government Representative may allow after the receipt of a notice in writing from the Government Representative so to do to remedy the breach (such notice shall contain a warning of the Government Representative's intention to terminate the Agreement); or
 - (ii) if the Licensee goes into liquidation, or is at any time adjudged bankrupt, or is having a receiving order or orders for administration of his estate made against him, or takes any proceedings for liquidation or composition under any the Bankruptcy Ordinance (Cap. 6) for the time being in force, or becomes insolvent, or makes a proposal for a composition or a scheme of arrangement or makes any conveyance or assignment of his effects for the benefit of his creditors or purports so to do, or suffers any execution to be levied on his goods and assets in the Stadium, or a petition is filed for the bankruptcy or winding up of his Fast Food Business otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing; or
 - (iii) if the Licensee, being a company, passes a resolution, or the court makes an order, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which entitle the court or debenture holders to appoint a receiver or manager have arisen, for the liquidation of the Licensee's assets; or

- (iv) if the Licensee assigns or purports to assign all or any part of the burden or benefits of the Agreement without the prior written consent of the Government Representative.
- (b) Notwithstanding any provision to the contrary, either party may terminate the Agreement by serving to the other party a six (6) months' prior notice in writing of termination specifying the date of termination provided that the said date of termination shall be a date at least eighteen (18) months after the commencement of the Agreement.
- (c) If the Government Representative shall at any time be prevented from performing the Agreement by force majeure, then the Agreement shall terminate immediately but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the terms and conditions of the Agreement.
- (d) For the purpose of Clause 40(c), "force majeure" means acts of God, strikes, lockouts, acts of war, civil disorders, governmental laws, orders or regulations or other similar or different events or contingencies beyond the reasonable control of the respective parties. For these purposes an event shall not be deemed to be within the control of the Government Representative on the ground that the Government Representative could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person.

41. Effect of Termination

- (a) Upon termination of the Agreement -
 - (i) the Licensee shall immediately deliver up vacant possession of the Licence Area including the appliances, furniture, fixtures and fittings provided by the Government Representative or the Government therein in good repair (fair wear and tear excepted) and in clean and hygienic condition. Provided always that where the Licensee has made any alterations or installed any fixtures or additions to the Licence Area with or without the Government Representative's consent, the Government Representative may at its discretion require the Licensee to reinstate or remove at the Licensee's own expense such alterations, fixtures, fittings or additions or such part or portion thereof as the Government Representative may require and to make good and repair in a proper and workmanlike manner any damage to the Licence Area and to the fixtures and installations thereof before delivering up the Licence Area to the Government Representative;
 - (ii) the Licensee shall at his own expense forthwith retreat all his employees or agents and remove from the Licence Area all his fixtures, fittings, structures, materials, machinery, equipment, plant and all other properties which the Government Representative does not desire to take over. The Licensee shall at his own expense make good any

damage to the Government premises, property, machinery and equipment which are caused by such retreat or removal;

- (iii) the Licensee shall return all Government premises, property, machinery and equipment provided by the Government under the Agreement in the manner as stipulated in Clause 30 hereof.
 - (iv) if the Licensee shall fail to comply with Clause 41(a)(ii), the Government Representative may forthwith enter the Licence Area to remove any person therein, or to remove any fixtures and fittings so installed or erected, or any property, materials, machinery and equipment found therein and to effect the necessary repair, and cleansing work so as to keep the Licence Area in a good repair and clean and serviceable condition. The Government Representative reserves the right to take over or to dispose of in whatsoever manner it deems appropriate and without any liability and compensation whether towards the Licensee or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Licensee upon the termination of the Agreement. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of the Agreement under this clause shall be recoverable as a debt due from the Licensee.
- (b) Any termination of the Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

42. Recovery of Sums Due

Wherever under the Agreement any sum of money (including but not limited to rates and Government rent payable in respect of the Licence Area) shall be recoverable from or payable by the Licensee to the Government (but the Licensee has failed to pay the same by the due date), the Government Representative is entitled to deduct the same from any sum then due or which at any time thereafter may become due to the Licensee under this or any other agreement or agreements with the Government or from the Security Deposit in cash or by making a call on the banker's guarantee in accordance with Clause 8 hereof forthwith without notice.

43. Jurisdiction

The Agreement shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

44. Licence, Permit and/or Certificate

- (a) The Agreement does not confer exemption from any licensing requirements

pertaining to the Licensee's Fast Food Business.

- (b) The Licensee shall apply to the appropriate authorities to obtain or renew, as the case may be, all licences, permits and/or certificates required by laws of the Hong Kong Special Administrative Region for the operation of his Fast Food Business. The Licensee shall make no claim of any kind whatsoever against the Government Representative in the event of the Licensee's failure or inability for any reason to obtain or renew any such licences, permits and/or certificates.
- (c) It will be unlawful for the Licensee to operate his Fast Food Business without the licences, permits and/or certificates as required by laws of the Hong Kong Special Administrative Region, notwithstanding the granting of the Licence by the Government Representative. The Licensee shall not provide any service or for sale of any commodities for which any licence, permit and/or certificate is so required by law without first obtaining such licences, permits and/or certificates. The Licensee shall assume full responsibility for ensuring that those licences, permits, and/or certificates shall remain in full force and effect as long as the Agreement remains in force.
- (d) Since it will necessarily take time for the relevant authorities to consider and decide on an application for the requisite licence, permit and/or certificate, the Licensee agrees and accepts that there will be no abatement or reduction of the Monthly Licence Fee on the grounds that the Licensee cannot operate his Fast Food Business pending the consideration of his applications and issuance or renewal of the relevant licences, permits and/or certificates. For avoidance of doubt, the non-issuance of the relevant licences, permits and/or certificates by relevant authority does not constitute any ground for the abatement of the Monthly Licence Fee.
- (e) The Licensee shall observe and comply with the conditions of any licence, permit, certificate issued to him in relation to the performance of the Agreement.

45. Applicability of Public Health and Municipal Services Ordinance

The Agreement is subject to the provisions of the Public Health and Municipal Services Ordinance (Cap. 132), and of all regulations made thereunder, which may be applicable to the Stadium, the Licence Area and to the Fast Food Business. For activities relevant to licensing requirements regulated by the Director of Food and Environmental Hygiene, the Licensee should visit the following Food and Environmental Hygiene Department's website for more information –

http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html

46. Compliance with Law and Government Requirements

The Licensee shall observe and comply with all applicable laws of the Hong Kong Special Administrative Region and requirements or regulations imposed from time to

time by the relevant authorities in connection with the performance of his obligations under the Agreement.

47. Service of Notice

- (a) Any notice to be given herein shall be in writing and shall be sent to the address of the recipient set out in the Agreement or to such other address as either party shall notify the other in writing. Notice may be delivered personally or by post, by courier or facsimile.
- (b) Any notice shall be deemed given -
 - (i) when left at the address of the recipient if delivered by hand during normal business hours; or
 - (ii) one (1) working day after despatch by post; or
 - (iii) when successfully despatched by facsimile.

48. Waiver of Remedies

- (a) No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party. Nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.
- (b) Acceptance of any payment by the Government Representative shall not be deemed to operate as a waiver by the Government 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 terms and conditions of this Agreement on the Licensee's part to be observed and performed.

49. Severability

- (a) In the event that any provisions of the Agreement or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal or otherwise howsoever unenforceable under any applicable laws of the Hong Kong Special Administrative Region, such provisions or such part of such provisions, as the case may be, to but only to the extent required by such laws, shall be severed from the Agreement and rendered ineffective so far as possible without modifying the remaining provisions hereof.
- (b) If at any time any one or more provisions hereof shall be adjudged to be invalid or illegal in any respect under any applicable laws of the Hong Kong Special Administrative Region, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.

- (c) Where, however, the provisions or any such applicable laws of the Hong Kong Special Administrative Region may be waived, they are hereby waived by the parties hereto to the full extent permitted by such laws to the end that the Agreement shall be valid, binding and enforceable in accordance with its terms and conditions.

50. Relationship of the Parties

- (a) Nothing in the Agreement shall be construed as in any way constituting a partnership between the parties.
- (b) Neither party shall without the prior approval in writing of the other commit that other party to any obligation other than those prescribed in the Agreement.

51. Mediation

The parties hereto agree that any dispute or claim arising out of or in connection with this Agreement ('the Dispute') shall be referred to mediation prior to commencement of litigation. In default of agreement, the Dispute shall be referred to mediation at the Hong Kong International Arbitration Centre in accordance with its Mediation Rules. In case the Dispute cannot be resolved by mediation, the Dispute shall be referred to, and finally settled by, arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609).

52. Entire Agreement

The Agreement embodies the entire understanding of the parties and supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter thereof. No addition to or modification of any provision of the Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

53. Exclusion

The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Right of Third Parties) Ordinance (Cap. 623).

SCHEDULES

First Schedule

Monthly Licence Fee

- A. Subject to Paragraph B below, the Licensee shall pay to the Government in advance a Monthly Licence Fee as regards the grant of a Licence by the Government to conduct the Fast Food Business on the 10th day of each and every month without any reduction throughout the Licence Period at the following rate -

| | |
|-----------|--|
| Business | Monthly Licence Fee (in Hong Kong dollars) |
| Fast Food | HK\$_____ (in figures) |

- B. The Monthly Licence Fee does not include rates, Government rent and taxes payable in respect of the Licence Area and the Licensee’s Fast Food Business. The first payment of the Monthly Licence Fee is to be made not later than seven (7) days before the commencement of the Licence Period or at such time as shall be directed by the Government Representative. When payment of the Monthly Licence Fee of any month is overdue, the Licensee shall pay to the Government a surcharge on that outstanding Monthly Licence Fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payment falls due.

Name of Service Provider : _____ Date : _____

Name of Authorized Representative : _____

Signature of Service Provider

or Authorized

Representative* : _____

(with Service Provider’s chop, if applicable)

* Delete as appropriate

SCHEDULES**Second Schedule****List of commodities recommended for sale at Licence Area and Mobile Vending Area****Description of commodities**

- | | | |
|-----|--|---|
| (a) | Pre-packed soft drinks | |
| (b) | Ice cream and other frozen confections (The sale and/or manufacture of these items is subject to the grant to the Licensee of an appropriate licence from the Food and Environmental Hygiene Department) | |
| (c) | Pre-packed distilled and mineral water | |
| (d) | Chinese light refreshments |) |
| (e) | Cakes |) (From licensed food |
| (f) | Pastries |) factories or lawful |
| (g) | Preserved foodstuffs |) sources and in |
| (h) | Bread and biscuits |) original wrappers) |
| (i) | Sweets |) |
| (j) | Uncut fruit | } The sale of these items is subject to the grant to the Licensee of an appropriate licence from the Food and Environmental Hygiene Department |
| (k) | Hot and cold drinks | |
| (l) | Lunch boxes | |
| (m) | Congee | |
| (n) | Chinese and Western dishes | |
| (o) | Snacks (e.g. sandwiches, noodles, etc.) | |

Notes :

- (1) All items for sale and their respective prices shall be prominently displayed at the Licence Area.
- (2) A Service Provider shall offer with prior written consent of the Government Representative for sale any commodity, which is compatible with any licensing requirement relating to the Fast Food Business.
- (3) It is not the intention of the Government Representative to exercise control over the prices of commodities for sale at the Licence Area.

SCHEDULES

Third Schedule

Information on Service Provider

Service Provider is required to provide the following information -

1. If my/our quotation is accepted, I/we shall, pursuant to Clause 13(a) of the Notes for Service Provider, deposit with the Government of the Hong Kong Special Administrative Region, not later than seven (7) days before the commencement of the Licence Period or at such time as shall be directed by the Government Representative, a sum equivalent to four (4) months' Monthly Licence Fee as security for the due and faithful performance of the Agreement either —
 - (a) in cash, or
 - (b) in the form of a banker's guarantee approved by the Government Representative and issued by a bank licensed under Section 16 of the Banking Ordinance (Cap. 155). I/We shall keep the banker's guarantee valid for three (3) more months after the expiry of this Agreement.

Signature of Service Provider or

Authorized Representative*: _____

(with Service Provider's chop, if applicable)

Date: _____

* Delete as appropriate

2. In support of my/our offer for the grant of the Licence, I/we would provide the following information –

(A) Service Provider’s Status

(1) **If the Service Provider is a Sole Proprietor** – (If the Service Provider is not a sole proprietor of the business he is bidding for, please strike out (1) and go to (2). If the Service Provider is a sole proprietor, please complete (1) and strike out (2) and (3)).

(a) Name of Owner/Proprietor: (in English) _____
 (in Chinese) _____

(b) Hong Kong Identity Card Number: _____

(c) Residential Address: _____

(d) Telephone Number: _____
 Facsimile Number: _____

(e) Length of experience in operating the business bidding for: _____

(f) Business Registration Certificate Number of the business being operated (if any): _____
 Expiry date of Business Registration Certificate (if applicable): _____

(g) Name of Banker and Branch dealing with the business being operated: _____
 Address of Banker and Branch: _____
 Bank Account Number: _____

(h) I submit this quotation for and on my own behalf as the sole proprietor with details as shown above. I also attach herewith documentary evidence providing my possession of the requisite relevant experience. _____

Signature of Owner/Proprietor (i.e. the Service Provider): _____

Date: _____

(2) **If the Service Provider is a Firm or other Body Unincorporated** (If the Service Provider is a body corporate, please strike out (2) and go to (3))

(a) Name of the Firm / (in English) _____
Body Unincorporated: (in Chinese) _____

(b) Address of the Firm / Body Unincorporated: _____

(c) Telephone Number: _____ Facsimile Number: _____

(d) Length of experience in operating the business bidding for: _____

(e) Business Registration Certificate Number of the business being operated: _____

Expiry date of Business Registration Certificate: _____

(f) Name of Banker and Branch dealing with the business being operated: _____

Address of Banker and Branch: _____

Bank Account Number: _____

(g) Names of all Partners in BLOCK letters (a copy of partnership agreement shall be submitted if the Service Provider is a partnership or office-bearers of body unincorporated):

Residential Address(es) of Partners or office-bearers (in above order):

(h) I declare and confirm that I am one of the partners / the authorized representative of the said firm / body unincorporated and am duly authorized to bind the said firm / body unincorporated and all its partners to this quotation by my signature. I attach to the Quotation Form a letter certifying that I am the authorized representative to sign contracts/agreements on behalf of my firm/partners. I also attach herewith the documentary evidence proving my / our possession of the requisite relevant experience.

Signature of Authorized Representative:

(with firm/company chop)

Name of Authorized Representative:

Date:

(3) **If the Service Provider is a Body Corporate**

(a) Name of the Body Corporate: (in English) _____

(in Chinese) _____

If a Subsidiary, Name of Parent Company:

(in English) _____

(in Chinese) _____

(b) Address of Registered Office:

(c) Telephone Number: _____

Facsimile Number: _____

(d) Certificate of Incorporation Number of the Company: _____

Limited or unlimited liability: _____

Year of establishment: _____

(e) Length of experience in operating the business bidding for: _____

(f) Business Registration Certificate Number of the business being operated: _____

Expiry date of Business Registration Certificate: _____

(g) Name (in BLOCK letters) and residential address of the Managing Director:

(h) Name (in BLOCK letters) and residential address of the Company Secretary:

(i) Name of Banker and Branch dealing with the business being operated:

Address of Banker and Branch:

Bank Account Number:

(j) I declare and confirm that I am the *Managing Director/Company Secretary (please specify)[#] of the said company / body corporate and am duly authorized to sign this Information on Service Provider on behalf of the said company / body corporate and to bind the said company / body corporate to this quotation by my signature. I attach to the Quotation Form a certified true copy of the company's resolution / body corporate's minutes of meeting to showing that I am duly authorized to sign contracts / agreements. I also attach herewith documentary evidence proving our possession of the requisite relevant experience.

Signature of Authorized Representative:

(with company/body corporate chop)

Name of Authorized Representative:

Date:

[#]Please fill in the blank

(B) Past Experience

Description and history (with dates) of past experience in the relevant business (if there is not enough space, please use separate sheets) and documentary proofs. e.g. licenses issued by the Food and Environmental Hygiene Department, Business Registration Certificates, contracts, reference letters, etc, which can show that the Service Provider has the minimum years of experience in operating any of the catering business as required under Clause 14(a)(2) of the Notes for Service Provider –

(C) **Other business being run at present –**

(D) **Proposed investment for the Fast Food Business –**

(E) **Proposed no. of staff to be employed for operating the business bidding for –**

(F) **Other information relevant to my / own quotation –**

3. In the event of any queries relating to my/our offer, please contact –

Name : _____ Telephone Number : _____

Name(s) and address(es) of Service Provider and Authorized Representative signing this document:

Telephone Number: _____

Signature of Service Provider

or Authorized Representative* : _____

(with Service Provider’s chop, if applicable)

Date : _____

* Service Provider must delete as appropriate

- Notes :
- (i) All the particulars required above shall be accurately completed and the supply of any untruthful particulars or wilful omission may lead to rejection of this quotation.
 - (ii) Any alternatives, which are not applicable, should be struck out.
 - (iii) Service Providers should read carefully each and every part of the Quotation Documents.
 - (iv) If the Service Provider is a sole proprietor, the Service Provider shall answer queries and sign the Quotation Documents personally and shall not authorize any

other Person to act for the Service Provider. If the Service Provider is a firm or an unincorporated body, the Service Provider may authorize a partner(s) of the firm or an office-bearer of a body unincorporated to answer queries and sign the Quotation Documents.

- (v) If the Service Provider is a firm, an unincorporated body, a company or other body corporate, he shall submit with the quotation a copy of the minutes of meeting and/or resolution of the board of directors to prove proper authorization of the Person(s) or representative(s) to act on behalf of the Service Provider and sign the Quotation Documents. If the Service Provider is a partnership, one of the partners may sign the Quotation Documents save and except that all partners shall execute the Licence.
- (vi) The information provided will be used solely for processing of this quotation exercise.

SCHEDULES**Fourth Schedule****List of appliances, furniture, fixtures and fittings
provided by the Government for the Fast Food Business
at Mong Kok Stadium**

| Item | Description | Quantity |
|------|---|----------|
| 1 | Fluorescent lamp, 60 inches | 2 nos. |
| 2 | Stainless steel sink | 1 no. |
| 3 | Water tap | 1 no. |
| 4 | Manual roller gate | 2 nos. |
| 5 | Ventilation fan | 1 no. |
| 6 | 200 amperes/TP&N miniature circuit-breaker | 1 no. |

SCHEDULES**Fifth Schedule****List of events held at Mong Kok Stadium for the period from July 2016 to June 2017**

| | Date | Name of Events | Attendance |
|----|-----------------|--|-------------------|
| 1 | 26.8.2016(Fri) | HK Premier League Football Match | 2216 |
| 2 | 28.8.2016(Sun) | HK Premier League Football Match | 2186 |
| 3 | 1.9.2016(Thur) | International Friendly Football Match | 3465 |
| 4 | 11.9.2016(Sun) | HK Premier League Football Match | 1603 |
| 5 | 13.9.2016(Tue) | ACF Cup Football Match | 3938 |
| 6 | 16.9.2016(Fri) | 2016 HK Jockey Club Community Cup | 4425 |
| 7 | 25.9.2016(Sun) | HK Premier League Football Match | 1255 |
| 8 | 2.10.2016(Sun) | HK Premier League Football Match | 3283 |
| 9 | 11.10.2016(Tue) | International Friendly Football Match | 4136 |
| 10 | 15.10.2016(Sat) | HK Premier League Football Match | 3863 |
| 11 | 24.10.2016(Mon) | HK Premier League Football Match | 991 |
| 12 | 28.10.2016(Fri) | 2016 Senior Shield Quarter-Final | 1004 |
| 13 | 29.10.2016(Sat) | 2016 Senior Shield Quarter-Final | 1345 |
| 14 | 2.11.2016(Wed) | HK Premier League Football Match | 779 |
| 15 | 6.11.2016(Sun) | EAFF E-1 Football Championship 2017 R2 | 3299 |
| 16 | 9.11.2016(Wed) | EAFF E-1 Football Championship 2017 R2 | 3354 |
| 17 | 12.11.2016(Sat) | EAFF E-1 Football Championship 2017 R2 | 4838 |
| 18 | 20.11.2016(Sun) | HK Premier League Football Match | 1228 |
| 19 | 25.11.2016(Fri) | HK Premier League Football Match | 1126 |
| 20 | 26.11.2016(Sat) | HK Premier League Football Match | 498 |
| 21 | 27.11.2016(Sun) | HK Premier League Football Match | 936 |
| 22 | 3.12.2016(Sat) | HK Premier League Football Match | 3843 |
| 23 | 4.12.2016(Sun) | HK Premier League Football Match | 2500 |
| 24 | 25.12.2016(Sun) | 2016 Senior Shield Semi-Final | 2235 |
| 25 | 26.12.2016(Mon) | 2016 Senior Shield Semi-Final | 2660 |
| 26 | 7.1.2017(Sat) | HK Premier League Football Match | 1030 |
| 27 | 8.1.2017(Sun) | HK Premier League Football Match | 1021 |
| 28 | 5.2.2017(Sun) | HK Premier League Football Match | 1797 |
| 29 | 9.2.2017(Thur) | HK Premier League Football Match | 682 |

| | | | |
|----|-----------------|--|------|
| 30 | 11.2.2017(Sat) | 2016/17 R&F Properties Sapling Cup Quarter-Final | 1192 |
| 31 | 12.2.2017(Sun) | 2016/17 R&F Properties Sapling Cup Quarter-Final | 955 |
| 32 | 18.2.2017(Sat) | HK Premier League Football Match | 1630 |
| 33 | 24.2.2017(Fri) | HK Premier League Football Match | 432 |
| 34 | 1.3.2017(Wed) | 2016/17 AFC Champions League (Group Stage) | 5787 |
| 35 | 10.3.2017(Fri) | 2016/17 R&F Properties Sapling Cup Semi-Final | 930 |
| 36 | 11.3.2017(Sat) | 2016/17 R&F Properties Sapling Cup Semi-Final | 1236 |
| 37 | 14.3.2017(Tue) | 2016/17 AFC Champions League (Group Stage) | 5882 |
| 38 | 18.3.2017(Sat) | HK Premier League Football Match | 2774 |
| 39 | 19.3.2017(Sun) | HK Premier League Football Match | 924 |
| 40 | 1.4.2017(Sat) | HK Premier League Football Match | 1507 |
| 41 | 7.4.2017(Fri) | HK Premier League Football Match | 744 |
| 42 | 8.4.2017(Sat) | HK Premier League Football Match | 1261 |
| 43 | 13.4.2017(Thur) | 2016/17 HKFA Cup Quarter-Final | 971 |
| 44 | 15.4.2017(Sat) | 2016/17 HKFA Cup Quarter-Final | 1073 |
| 45 | 17.4.2017(Mon) | HK Premier League Football Match | 1748 |
| 46 | 21.4.2017(Fri) | HK Premier League Football Match | 1155 |
| 47 | 22.4.2017(Sat) | HK Premier League Football Match | 249 |
| 48 | 25.4.2017(Tue) | 2016/17 AFC Champions League (Group Stage) | 5916 |
| 49 | 29.4.2017(Sat) | 2016/17 HKFA Cup Semi-Final | 1735 |
| 50 | 30.4.2017(Sun) | 2016/17 HKFA Cup Semi-Final | 2789 |
| 51 | 3.5.2017(Wed) | 2016/17 R&F Properties Sapling Cup Semi-Final | 2956 |
| 52 | 6.5.2017(Sat) | HK Premier League Football Match | 6413 |
| 53 | 14.5.2017(Sun) | 2016/17 HKFA Cup Final | 5038 |
| 54 | 20.5.2017(Sat) | Season Play off | 2106 |
| 55 | 21.5.2017(Sun) | Season Play off | 1226 |
| 56 | 27.5.2017(Sat) | Season Play off | 2193 |
| 57 | 7.6.2017(Wed) | International Friendly Football Match | 2742 |

AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2017 BETWEEN the Government of the Hong Kong Special Administrative Region acting through the Director of Leisure and Cultural Services whose principal office is situated at the Leisure and Cultural Services Headquarters, 1-3 Pai Tau Street, Sha Tin, Hong Kong (the ‘Government’) of the one part AND _____ [name of Licensee] of _____ [address of Licensee] (the ‘Licensee’) of the other part.

The PARTIES HERETO agreed as follows –

1. The Government hereby grants to the Licensee a Licence to conduct Fast Food Business in the Licence Area at Mong Kok Stadium for the period and on the terms and conditions set out in the following documents -
 - (i) Quotation Form;
 - (ii) Interpretation;
 - (iii) Notes for Service Provider;
 - (iv) Conditions of Contract; and
 - (v) Schedules and Annexes.

2. In consideration of the grant of the Licence, the Licensee agrees to pay to the Government the Monthly Licence Fee and to observe and perform the terms and conditions of this Agreement.

THE PARTIES HERETO have set their hands the day and year first before written.

Signed for and on behalf of the Government of the _____)
 Hong Kong Special Administrative Region by _____)
 (name and post) _____)

in the presence of _____)
 (name and post) _____)

Signature of the Licensee/Authorized Representative* _____)
 (name and HKIC no. of the Licensee/Authorized _____)
 Representative*)
 (with firm/ company chop, if applicable)

in the presence of _____)
 (name and HKIC no.) _____)

* Delete as appropriate

ANNEXES

ANNEX A

Location Plan of the Mong Kok Stadium
(Stadium as delineated and shown edged red)



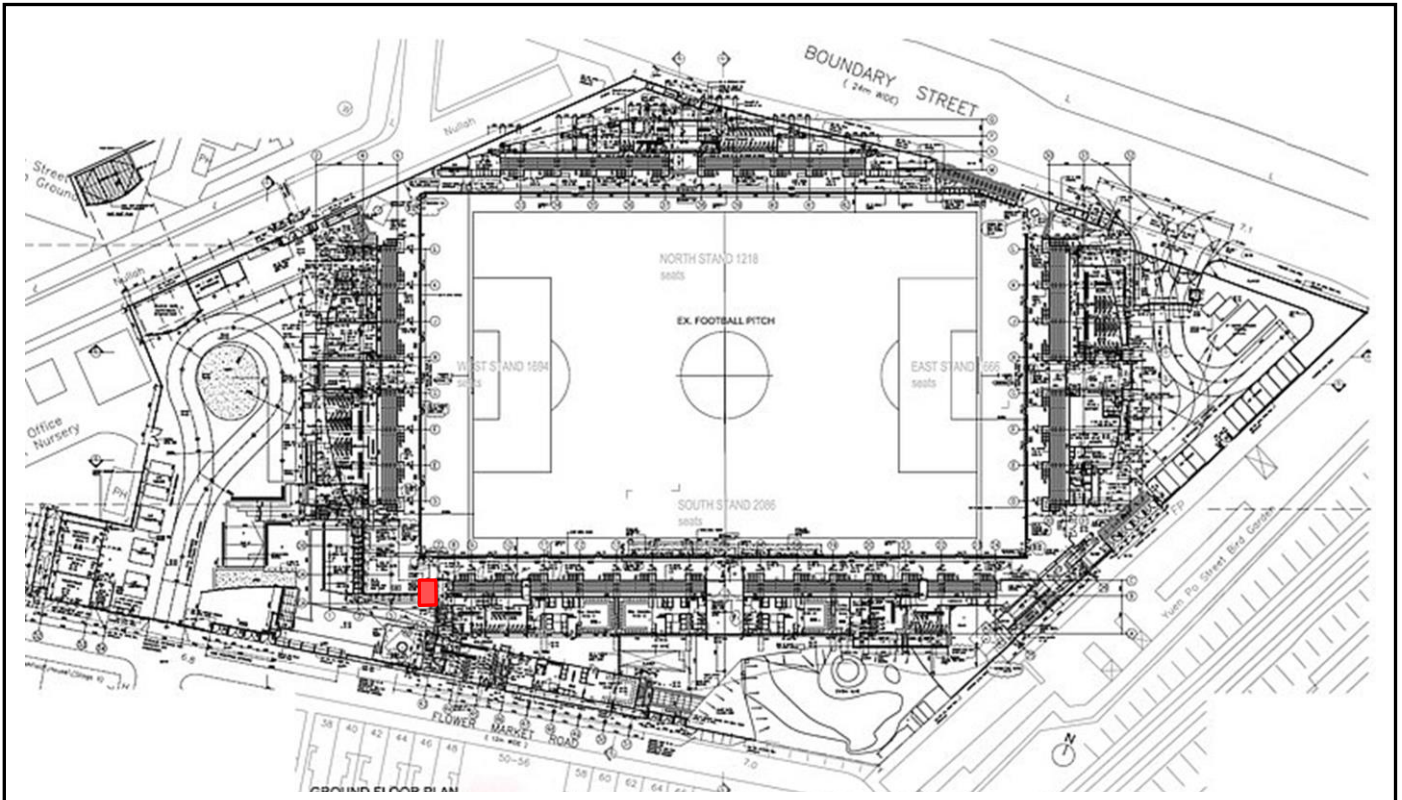
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ANNEXES

ANNEX B

Location Plan Showing the Fast Food Kiosk at Mong Kok Stadium

(Licence Area for the Fast Food Business as delineated and shown coloured red)



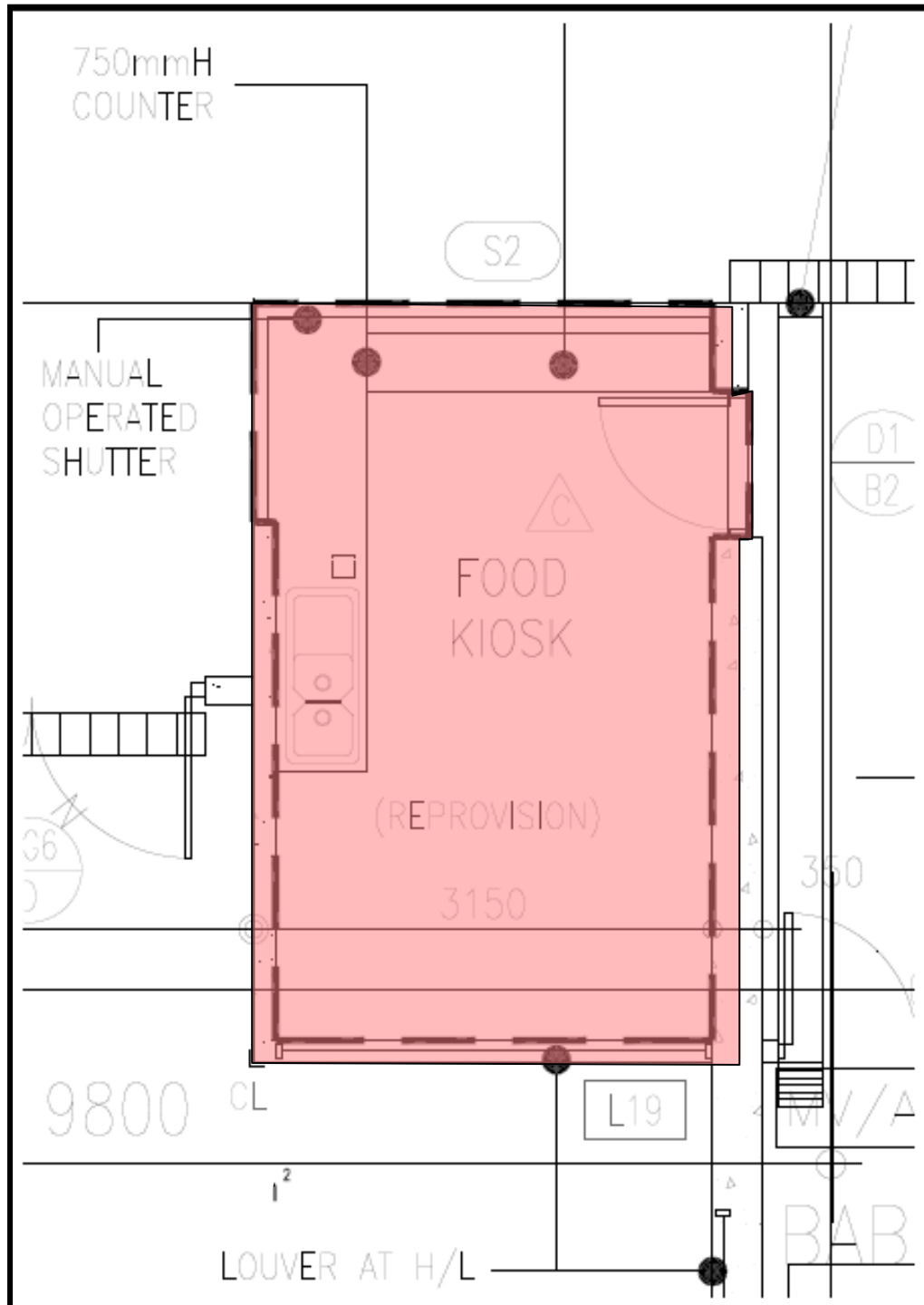
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ANNEXES

ANNEX C

Layout Plan Showing the Fast Food Kiosk at Mong Kok Stadium

(Licence Area for the Fast Food Business as delineated and shown coloured red)

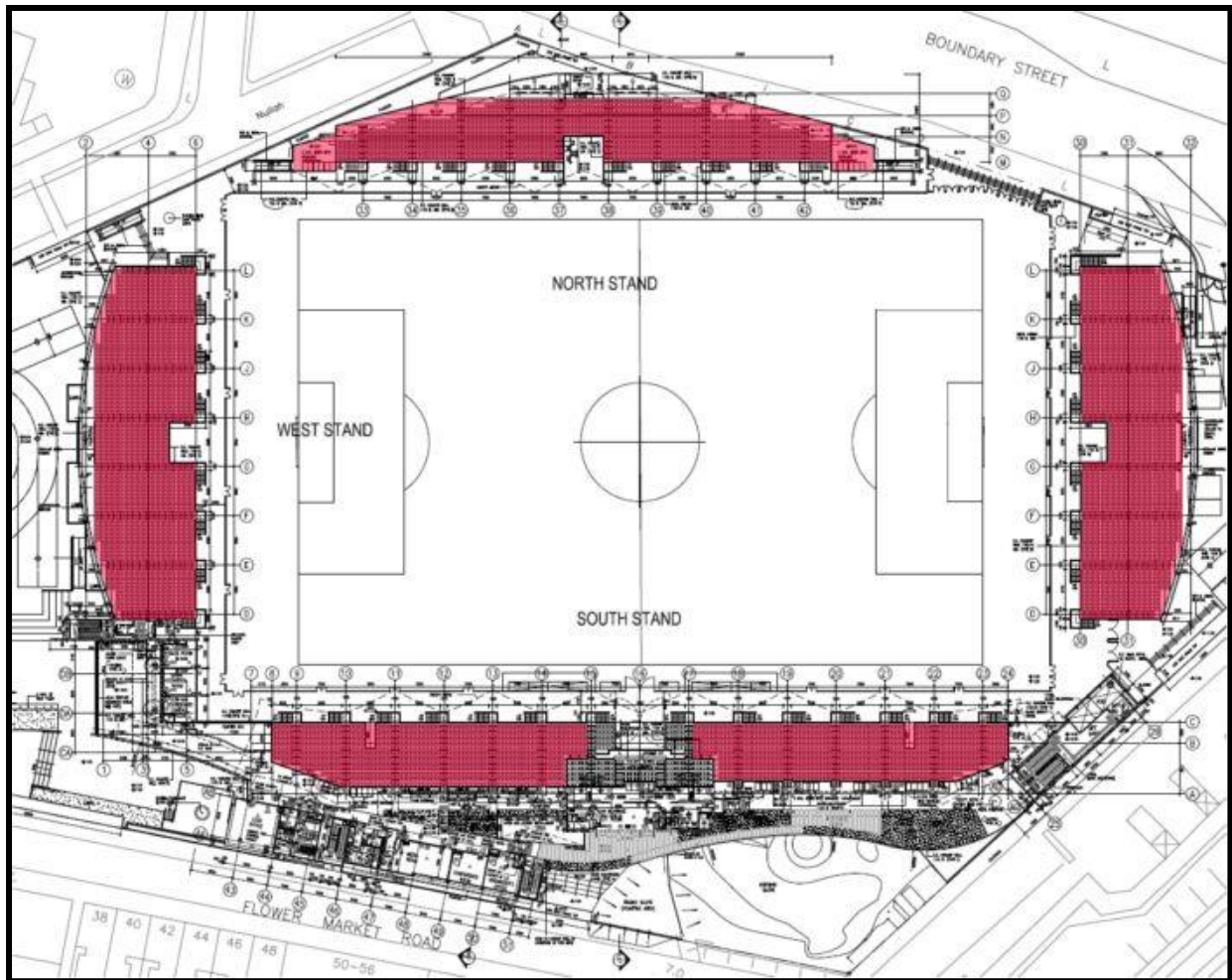


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ANNEXES

ANNEX D

Location Plan Showing the Mobile Vending Area at Mong Kok Stadium
(Mobile Vending Areas as delineated and shown coloured red)



(Not to scale)