

**SCHEDULES**

**First Schedule**

The Licensee shall observe the following stipulations and provisions –

1. (a) To forthwith obtain all licences, permits and/or certificates required by law for the sale of the permitted commodities and for the operation of the Business, and not 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) This Agreement does not confer exemption from any licensing requirement pertaining to the specified Business in the Licence Area. The Licensee shall undertake to approach the relevant authorities for obtaining all licences, permits and/or certificates required by law for the operation of the Business. It will be unlawful for the Licensee to operate the Business without the licences, permits and/or certificates as required by law, notwithstanding the commencement of this Agreement. 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, reminded that there will be no abatement of the Fee during the Licence Period on the ground that the Licensee cannot operate the Business pending the issuance of the relevant licences, permits and/or certificates.
2. (a) To observe and comply with such requirements and conditions of any licence, permit and/or certificate issued to the Licensee/Licence Area in connection with the Business.
- (b) To observe and comply with such requirements and conditions as may be imposed from time to time by the Director in respect of the use of the Licence Area.
- (c) To observe and comply with all the provisions of the Public Health and Municipal Services Ordinance, Cap. 132, and of all regulations made thereunder, which may be applicable to the Venue and the Business in the Licence Area.
3. To comply with and observe any directions issued and requirements imposed by any Government departments in connection with the Licence Area.

4. To comply with all laws applicable to the Business.
5. The Licensee may be required to pay and discharge all existing and future rates, taxes, Government rent, assessments, duties and outgoings whatsoever which are now or during the term of this Agreement shall be imposed, assessed or charged upon him or the Licence Area.
6. Not to assign, sublet, transfer or otherwise part with any of the benefits or obligations of this Agreement.
7. Not to use or cause, suffer or permit to be used the Licence Area or any part thereof for any purposes whatsoever other than the carrying on of the Business by the Licensee on his own account.
8. The Licensee shall conduct the Business in the Licence Area daily at the hours permitted by the Director and make this Agreement available for inspection by the Director's representatives and public officers of relevant government departments.
9. Not to use the Licence Area or permit or suffer the same to be used for any illegal or immoral purpose.
10. Not to permit any games to be played in the Licence Area whether for gambling purposes or otherwise.
11. No cooking shall be allowed at or in the vicinity of the Licence Area of Goods Stalls, Dry Food Stalls and Book Stall.
12. Not to make any structural or electrical alteration or addition to the Licence Area without first obtaining the written consent of the Director.
13. (a) To take all reasonable precautions to protect the Licence Area from damage by fire, storm, typhoon or the like.  
  
(b) To maintain appliances, furniture, fixtures and fittings in good and serviceable repair and condition to the satisfaction of the Director.
14. Not to keep or store or cause permit or suffer to be kept or stored at the Licence Area any dangerous or prohibited goods within the meaning of the Dangerous Goods Ordinance, Cap. 295 or any arms, ammunition, explosives or combustible substances.

15. Sale, stock and provision of cigarette and tobacco and advertisement on cigarette and tobacco shall not be allowed in the Licence Area.
16. Sale of commodities by auction is prohibited.
17. (a) Not to place or leave, suffer or permit to be placed or left any trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any place within the Venue other than the Licence Area or otherwise howsoever encumber or encroach such places and shall forthwith remove the same to a place designated by the Government Representative if the Government Representative in its opinion considers that they may cause encumbrance or encroachment.  
  
(b) In the event of any breach of Clauses 17(a) and without prejudice to any other rights and remedies which the Government has or may have under the Licence Agreement, the Government shall be entitled to take all such steps as may be necessary to remove any such encumbrances or encroachments thereby constituted forthwith and without notice to the Licensee to seize, remove and dispose of any such property in such manner as the Government Representative may see fit without any liability whether towards the Licensee or otherwise and the Licensee shall pay the Government on demand all the costs in relation with such removal and/ or disposal which are incurred by the Government.
18. Goods shall not be placed in common areas. They should be securely placed or stacked up inside the Licence Area and in such a way as not to pose accident or fire hazard. In the event of any accident, injury or death caused by any commodities placed beyond the Licence Area by the Licensee, his employees or agents, the Licensee shall be solely liable for any damage/ accident howsoever caused.
19. To keep all commodities stored or offered for sale in hygienic condition as is reasonably practicable.
20. No loud hailers, amplifiers or other sound devices shall be used for promoting the Business.
21. The Licensee undertakes not to employ illegal workers in the execution of this Agreement. Should the Licensee be found to have employed illegal workers in breach of this undertaking, the Director may, by notice in writing, terminate this Agreement

forthwith and the Licensee is not entitled to claim any compensation. The Licensee shall be liable for all financial loss or expenses necessarily incurred by the Government as a result of the termination of this Agreement.

22. The Licensee shall maintain a proper current and accurate record of all his employees or agents employed for carrying out the Business in the Licence Area. Such record shall include the name and Hong Kong Identity Card number.
23. To permit the Government at all times to have unimpeded access to all parts of the Licence Area to examine the condition thereof.
24. The security of the Licence Area (s) and any goods stored therein shall be the sole responsibility of the Licensee and the Government shall not be liable for any loss of or damage to the property of the Licensee.
25. The Licensee shall have no right of ingress or egress to or from the Licence Area for the passage of motor vehicles unless authorized by the Director.
26. No spaces shall be provided within the Venue for parking of vehicles except for loading and unloading purposes daily from 7:00 am to 8:30 am during the Licence Period or at any other time as shall be specified by the Director.
27. The Licensee shall be responsible for the safety of any vehicles which he uses or brings alongside or onto the Venue and he shall indemnify the Government in respect of any losses or damages thereto as a result of the use of such vehicles;
28. The Government reserves the right to interpret, alter and amend any of these stipulations and provisions and to issue additional rules and regulations at any time it considers necessary for the orderly and smooth operation of the Show. All interpretations of these conditions and any additional rules and regulations by the Director shall be final.
29. The Licensee (who is permitted to sell fast food and dry food at the Licence Area) shall observe the following conditions –
  - (a) No seats shall be provided for customers.
  - (b) To inform the Director the items of commodities to be sold at the Fast Food Stall and Dry Food Stall before commencement of the Business.

- (c) Where applicable, to obtain a temporary food factory licence or any other licence from the Food and Environmental Hygiene Department and provide a copy of the licence concerned to the Director on or before 20 March 2015 before carrying out food business in the Venue.
30. The Licensee shall indemnify the Government against liability to any damages and compensation for injury to or death of any persons and for loss of or damage to any properties whatsoever where such injury, death, loss or damage as the case may be, shall be caused or arisen out of any act or default of the Licensee and his employees and agents.
31. The Licensee (other than the Licensee of the Book Stall) shall commence the Business at 9:00 am on the twentieth (20<sup>th</sup>) day of March 2015 while the Licensee of the Book Stall shall commence the Business at 2:00 pm on the twenty-first (21<sup>st</sup>) day of March 2015 and, subject to prior termination of the Business as hereinafter provided, all Licensees shall cease the Business on the twenty-ninth (29<sup>th</sup>) day of March 2015.
32. The Licence Area allotted to the Licensee shall be open for business daily during the Licence Period and at any other times as shall be approved by the Government as follows :
- (a) All Commercial Stalls (except the Book Stall) shall be open between 9:00 am and 9:00 pm from the twentieth (20<sup>th</sup>) day to the twenty-ninth (29<sup>th</sup>) day of March 2015.
- (b) The Book Stall shall be open between 2:00 pm and 9:00 pm on twenty-first (21<sup>st</sup>) day of March 2015 and between 9:00 am and 9:00 pm from the twenty-second (22<sup>nd</sup>) day to the twenty-ninth (29<sup>th</sup>) day of March 2015.
33. Subject to the satisfactory completion and fulfillment of Clause 34 (e) hereof in obtaining the Entry Permit, the Licensee shall –
- (a) deliver his commodities to the Licence Area of the Commercial Stall (except the Book Stall) between 8:00 am and 9:00 pm on the eighteenth (18<sup>th</sup>) day and the nineteenth (19<sup>th</sup>) day of March 2015 (no vehicle will be allowed to enter into the Venue for loading and unloading of goods between 8:00 am and 5:00 pm on the nineteenth (19<sup>th</sup>) day of March 2015), and between 7:00 am and 8:30 am on the twentieth (20<sup>th</sup>) day of March 2015. Decoration of the

Licence Area shall be completed before 8:30 am on the first day of the Licence Period;

- (b) deliver his commodities to the Book Stall between 1:15 pm and 2:00 pm on the twenty-first (21<sup>st</sup>) day of March 2015. Decoration of the Book Stall shall be completed before 2:00 pm on the twenty-first (21<sup>st</sup>) day of March 2015;
- (c) deliver vacant possession of the Licence Area to the Government in a clean and tidy condition before 1:00 pm on the day immediately after the last day of the Licence Period (other than the Book Stall). The Licensee of the Book Stall shall deliver vacant possession of the Licence Area to the Government in a clean and tidy condition before 9:30 pm on the twenty-ninth (29<sup>th</sup>) day of March 2015; and
- (d) physically take up the Licence Area of the Commercial Stall (except the Book Stall) allotted on the eighteenth (18<sup>th</sup>) day of March 2015 or the Book Stall allotted on the twenty-first (21<sup>st</sup>) day of March 2015, failing which, the Government shall terminate this Agreement immediately without further notice to the Licensee and the Licensee shall not be entitled to claim any compensation or refund of the Fee. The vacant Licence Area shall be disposed of at the sole discretion of the Director.

#### 34. Public Liability Insurance

- (a) The Licensee shall effect and keep in force during the period from the eighteenth (18<sup>th</sup>) day to the thirtieth (30<sup>th</sup>) day of March 2015 (from the twenty-first (21<sup>st</sup>) day to the twenty-ninth (29<sup>th</sup>) day of March 2015 for the Book Stall) at his own expense a Policy of Insurance (including Public Liability) exclusively for this Agreement in the joint names of the Government of the Hong Kong Special Administrative Region and the Licensee and in the sum of not less than Ten Million Hong Kong dollars (HK\$10,000,000) for any one (1) incident with an insurance company authorized by the Insurance Companies Ordinance (Chapter 41) and on such terms and conditions as shall be approved by the Director against liability to pay damages and compensation for injury to or death of any persons and for loss of or damage to any properties, whatsoever where such injury, death, loss or damage, as the case may be, has been caused by or arisen out of any act or default of the Licensee, the Government, their employees and agents. There shall be no limit to the number of claims during the period of insurance. The Policy of Insurance shall cover incidents which take place, in part or in whole, in the Venue,

whether within or beyond the Licence Area.

- (b) Without prejudice to the generality of Clause 34(a) above, for the Licensee who sells fast food/ dry food at the Licence Area, 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 poisoning by food and/ or drinks supplied by the Licensee at the Venue.
- (c) If the Terms of the Policy of Insurance taken out by the Licensee requires 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.
- (d) The Policy of Insurance shall include a Cross Liability Clause.
- (e) The Licensee shall submit to the Director two copies of the said Policy of Insurance together with the receipt for payment of the current premium on or before 13 March 2015 to apply for an Entry Permit to enter the Venue as prescribed in Clause 33 in this Schedule for carrying out Business. Failing to produce the aforesaid document will result in termination of this Agreement and the Licence Area shall be disposed of at the sole discretion of the Director. The Licensee shall not be entitled to claim any compensation or refund of the Fee.
- (f) The Licensee is responsible to lodge all claims with the insurance company and shall deal with the insurance company concerned upon receipt from the Government or otherwise of a report on any injury, death, loss or damage.