

# LICENCE AGREEMENT for Hong Kong Flower Show 2018

**THIS AGREEMENT** is made on the \_\_\_\_ day of \_\_\_\_\_ 2017

## **BETWEEN**

(1) the Director of Leisure and Cultural Services (“**Director**”) for and on behalf of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Government**”); and

(2) \*Mr./Ms. \_\_\_\_\_ (HKI/C No. \_\_\_\_\_)

\*who operates \*his/her business at \_\_\_\_\_  
\_\_\_\_\_ (address)<sup>Note 1</sup>

/ \*resides at \_\_\_\_\_  
\_\_\_\_\_ (address)<sup>Note 2</sup> (“**Licensee**”) /

\* \_\_\_\_\_ (company name  
in English and Chinese, if any)<sup>Note 3</sup>, a company having its registered office at  
\_\_\_\_\_ (address) (“**Licensee**”).

(\* Delete as appropriate)

### *Notes:*

1. Please fill in the Licensee’s business address as shown on his/her Business Registration Certificate, if any.
2. If the Licensee does not have a business address, please fill in his/her residential address in Hong Kong.
3. Please fill in the Licensee’s company name as shown on its Certificate of Incorporation.

## **IT IS AGREED AS FOLLOWS**

### **1. Definitions and Interpretation**

1.1 In this Agreement, unless the context requires otherwise, the following expressions have the following meanings:

“**Business**” means the Licensee’s business of selling the *#goods/ fast food/ beverage/ dry food/ photographic equipment/ books* as specified in the Second Schedule on and subject to the terms of this Agreement and includes any ancillary activities permitted to be carried out

under this Agreement;  
(# *Delete as appropriate*)

“**Commencement Date**” means # *12/ 13 / 17* March 2018 (or such other date as may be specified in writing by the Government);  
(# *Delete as appropriate*)

“**Entry Permit**” has the meaning given to it in Clause 15;

“**Event**” means the Hong Kong Flower Show 2018 to be held at the Venue from 16 March 2018 to 25 March 2018;

“**Facilities**” means the equipment, apparatuses, fittings, facilities or other property as listed in the Third Schedule which will be made available for use by the Licensee for the Event during the Licence Period at the Licence Area;

“**Force Majeure**” means acts of God, strikes, lockouts, acts of war, civil disorders, or other similar or different events or contingencies beyond the reasonable control of the Government. For these purposes an event will not be deemed to be within the control of the Government on the ground that the Government could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Intellectual Property Rights**” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights, in each case whether now known or created in future, whatever nature and wherever arising, whether registered or unregistered, and including applications for the grant of any such rights, and regardless of the applicable jurisdiction in which any such right is registered or enforceable;

“**Licence Area**” means Commercial Stall No(s).\_\_\_\_\_ within the Venue as marked in the Third Schedule.

“**Licence Fee**” has the meaning given to it in Clause 3;

“**Licence Period**” means the period from \_\_\_\_\_ a.m./ p.m. on the Commencement Date to 9:00 p.m. on 25 March 2018 unless earlier terminated pursuant to the provisions of this Agreement;

“**Negligence**” has the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71);

“**Other Rights**” means moral rights, performers' rights, performers' moral rights as respectively provided for under the Copyright Ordinance (Cap. 528);

“**Unspent Licence Period**” means the portion of the Licence Period (in hours) remains unspent at the time of early termination of this Agreement, if any; and

“**Venue**” means the Victoria Park and includes the Licence Area.

1.2 The following rules of interpretation apply:

- (a) Words importing the singular include the plural and vice versa; words importing a gender include all other genders; references to any person include any individual, firm, body corporate or unincorporate.
- (b) Headings are inserted for ease of reference only and will not affect the construction of this Agreement.
- (c) References to a Clause or a Schedule are to a clause of or a schedule to this Agreement. The Schedules to this Agreement will form part of this Agreement.
- (d) References to a day refer to a calendar day; and references to a working day mean any day other than a Saturday or a general holiday as defined under the General Holidays Ordinance (Cap. 149).
- (e) Where the context so admits or requires, the expression “Licensee” includes his executors or administrators.
- (f) Any act, default, neglect or omission of any employee or agent of the Licensee will be treated as the act, default, neglect or omission of the Licensee.
- (g) The expressions “include” and “including” are to be construed without limitation to the words following.
- (h) Where there are discrepancies between the English version and the Chinese version of this Agreement, the English version prevails.

## **2. Right to enter, occupy and use of Licence Area**

- 2.1 The Government grants to the Licensee a revocable, non-exclusive, non-transferable, and non-assignable right to enter, occupy and use the Licence Area during the Licence Period for conducting the Business at the Event on and subject to the terms of this Agreement.
- 2.2 The Licensee does not have any right to exclusive possession of the Licence Area. The Government as the owner of the Licence Area whether acting through the Director or otherwise reserves all rights and powers to enter the Licence Area at all times for any purpose without prior notice to or consent from the Licensee. The Licensee must not in any way impede the Government and its employees, agents or authorized officers in the exercise of its rights of possession and control of the Licence Area

## **3. Licence Fee**

The Licensee must pay HK\$\_\_\_\_\_ as licence fee to the Government (“**Licence Fee**”) on the day of signing this Agreement.

## **4. Licence Area and Facilities**

- 4.1 The Licence Area and the Facilities will be handed over to the Licensee in its “as is” condition on the Commencement Date.
- 4.2 The Licensee must accept the Licence Area and the Facilities on an “as is” basis and its condition as of the Commencement Date. The Licensee must be liable for any damage or deterioration to the Licence Area and the Facilities thereafter.
- 4.3 The Licensee must physically take up the Licence Area during the decoration time specified in Clause 5 below, failing which the Government may, in its sole discretion, dispose of the Licence Area for any other purposes and/or terminate this Agreement pursuant to Clause 9.2(e).
- 4.4 A joint inspection of the Licence Area will be carried out by the parties to this Agreement before the commencement of the decoration time as specified in Clause 5 below and as soon as practicable after the Licence Area has been cleared upon the conclusion of the Event for the purpose of identifying any damage to or destruction of the Licence Area and the Facilities. The Government’s decision on the outcome of the inspection will, in the absence of manifest error, be final and binding.
- 4.5 In the event of any loss or damage to the Licence Area or any Facilities which occurs after

the commencement of the decoration period as specified in Clause 5 below (fair wear and tear excepted), the Licensee must pay to the Director within 7 days after the date of demand: (a) the full cost of reinstating, repairing or replacing the relevant lost or damaged property; and (b) all administrative costs incurred by the Director for arranging and supervising such work to be done, provided that the Licensee will not be liable for any loss or damage arising from any Force Majeure or neglect or default of the Director or the Government's staff.

## **5. Duration for Stall Decoration and Delivery of Commodities**

- 5.1 Subject to the issuance of an Entry Permit by the Director to the Licensee under Clause 15.6, the Licence Area will be opened to the Licensee for setting up and decoration of his stall during the applicable time as specified below:

### Fast Food Stalls (other than "Floral Café"), Beverage Stalls, Dry Food Stalls, Goods Stalls and Photographic Equipment Stalls

13th March 2018	: from 8:00 a.m. to 9:00 p.m.
15th March 2018*	: from 8:00 a.m. to 10:00 a.m. and from 5:00 p.m. to 9:00 p.m.
16th March 2018	: from 7:00 a.m. to 8:00 a.m.

### Book Stalls

17th March 2018	: from 1:15 p.m. to 2:00 p.m.
-----------------	-------------------------------

### Fast Food Stall for "Floral Café"

12nd March 2018	: from 8:00 a.m. to 9:00 p.m.
15th March 2018*	: from 8:00 a.m. to 10:00 a.m. and from 5:00 p.m. to 9:00 p.m.
16th March 2018	: from 7:00 a.m. to 8:00 a.m.

- \* no vehicles will be allowed to enter into the Venue for loading and unloading of goods or commodities near the Licence Area on 14th March 2018 and between 11:00 am and 5:00 pm on 15th March 2018.

- 5.2 The Licensee must not conduct any business in the Licence Area during the decoration time specified above.

- 5.3 Subject to the issuance of an Entry Permit by the Director to the Licensee under Clause 15.6, the Licensee may deliver the commodities to the Licence Area during the applicable time as specified below:

17th to 25th March 2018 : from 7:00 a.m. to 8:30 a.m.

## **6. General Covenant**

- 6.1 The Licensee (whether by himself or through his employees or agents) must comply with all applicable legal requirements and must not in any way act contrary to or inconsistent with any of the laws in force in Hong Kong (including the Basic Law) when carrying out the Business.
- 6.2 (a) This Agreement is subject to the provisions of the Public Health and Municipal Services Ordinance (Cap. 132) and of all regulations made under it, which may be applicable to the Venue and the Business in the Licence Area.
- (b) The Licensee acknowledges that he has read the Pleasure Grounds Regulation (Cap. 132BC) and understands its provisions before signing this Agreement. The Licensee must observe the provisions in the Pleasure Grounds Regulation (Cap. 132BC).
- 6.3 The Licensee must obtain all licences, permits and/or authorisation necessary for conducting the Business at the Event.
- 6.4 The Licensee must not employ any persons who are forbidden under the laws to undertake any employment in Hong Kong.
- 6.5 Without prejudice to its any other rights (whether under this Agreement, the common law, any legislation or otherwise), the Government may terminate this Agreement under Clause 9.2(e) in the event the Licensee has breached any of the provisions in Clauses 6.1, 6.3 and 6.4 above.
- 6.6 The Licensee must observe the rules on the use of the Venue as set out in the Second Schedule.

## **7. Government's Rights to vary Licence Period and close, restrict the use of or access to Venue**

- 7.1 (a) Where any unforeseeable incident happens on or before the Commencement Date, the Government will have a right to postpone the Commencement Date and shorten the

duration of the Licence Period. If the duration of the Licence Period is shortened by more than 5 days, the Government will have a right to cancel the Event and terminate this Agreement forthwith.

- (b) Where the duration of the Licence Period is shortened, the Licence Fee will be refunded to the Licensee without interest in accordance with the formula set out in Clause 11.1(d). Where this Agreement is terminated due to cancellation of the Event, the Licensee will be entitled to a full refund of the Licence Fee.
- (c) The Government will not be liable for any loss or damage suffered or incurred by the Licensee arising out of or in relation to the shortening of the Licence Period or termination of this Agreement.

7.2 The Government may from time to time during the Licence Period close or restrict the use of or access to the whole or any part of the Venue for the purpose of crowd control or the carrying out of such maintenance or repair as it considers necessary. The Government will not be liable for any loss or damage suffered or incurred by the Licensee arising out of or in relation to such closure or restriction of use or access.

## **8. Force Majeure**

8.1 If the Government is at any time prevented from performing this Agreement by Force Majeure, the Government may serve a notice on the Licensee to this effect whereupon this Agreement will terminate immediately.

## **9. Termination**

9.1 If there is, in the opinion of the Government, any breach or imminent breach of any provision in the First Schedule by the Licensee, the Government will issue an oral or written warning to the Licensee. If the Licensee fails to remedy the breach or cease the conduct of any act or any behaviour that might bring about the breach instantly (or within such other time as may be specified in the warning) and in the manner specified in such warning, the Government may forthwith terminate this Agreement by notice in writing.

9.2 Apart from the above, the Government may at any time by notice in writing forthwith terminate this Agreement if:

- (a) the Licensee fails, refuses or neglects to observe or perform any of the terms and conditions of this Agreement;
- (b) the Licensee is at any time adjudged bankrupt, has a receiving order for

administration of his estate made against him, makes any conveyance or assignment of his effects or composition or arrangements for the benefit of his creditors or purports so to do, or a petition is filed for the bankruptcy or winding up of his business otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government in writing;

- (c) if the Licensee, being a company, passes a resolution, or the court makes an order for its winding up or liquidation of its assets, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which have arisen entitled the court or debenture holders to appoint a receiver or manager;
- (d) the Licensee assigns or transfers or purports to assign or transfer all or any part of the obligations or rights of this Agreement;
- (e) the Licensee unilaterally abandons and/or rescinds this Agreement at any time; or
- (f) any event or circumstance occurs which enables the Government to terminate this Agreement under any provision of this Agreement including any of the following provisions:
  - (i) Clause 4 (Licence Area and Facilities);
  - (ii) Clause 6 (General Covenant);
  - (iii) Clause 19 (Anti-collusion); and
  - (iv) Clause 21 (Corrupt Gifts).

## **10. Termination Without Cause**

Notwithstanding anything herein to the contrary, the Government may at any time without cause terminate this Agreement forthwith by notice in writing. If this Agreement is terminated under this Clause 10, the Licence Fee will be refunded to the Licensee in accordance with Clause 11.1(d).

## **11. Consequences of Termination**

11.1 In the event of termination or expiry of this Agreement for whatever reason (“**Termination**”):

- (a) this Agreement will be of no further force and effect but without prejudice to:
  - (i) the Director’s and the Government’s rights and claims under this Agreement or otherwise at law against the Licensee arising from antecedent breaches of this Agreement by the Licensee;
  - (ii) the rights and claims which have accrued to a party prior to the Termination;



- and
- (iii) the continued existence and validity of those provisions which are expressed to or by implication survive the Termination;
  - (b) neither the Director nor the Government will be responsible for any claim, legal proceeding, liability, loss, damages or any cost or expense, suffered or incurred by the Licensee arising out of or in relation to the Termination;
  - (c) without prejudice to the other rights and claims of the Director and the Government including the right to seek indemnity under Clause 14.1, if this Agreement is terminated under Clause 9, the Licensee must be liable for all losses, damages, costs and expenses incurred by the Director and the Government arising from the Termination including all administrative and legal costs incurred by the Director and the Government for earlier terminating this Agreement and the Licensee will not be entitled to any refund of the Licence Fee;
  - (d) if this Agreement is terminated under Clause 8 or 10 before commencement of the Licence Period, the Government will refund the Licence Fee to the Licensee; where the Termination under Clause 8 or 10 takes place after commencement of the Licence Period, the Licence Fee will be refunded to the Licensee without interest in accordance with the following formula:

$$\text{Licence Fee} \times \frac{\text{Unspent Licence Period}}{\text{Total number of hours throughout the Licence Period}}$$

*Note: All figures used in the calculation will be rounded up to the nearest whole number.*

- (e) upon termination or expiry of this Agreement, the Licensee must comply with the exit arrangements set out in Clauses 33 to 34 of the First Schedule.

## **12. Non-liability for Loss**

12.1 Neither the Government nor the Director will be liable for -

- (a) any loss of or damage to any of the Licensee's property or that of his employees or agents, unless any such loss or damage is wholly caused by the gross negligence or willful misconduct of the Director or any of the Government's employees or agents; or
- (b) any injury or death of the Licensee or any of his employees and agents, unless any

such injury or death is caused by the Negligence of the Director or any of the Government's employees or agents.

- 12.2 Under no circumstances will the Director or the Government be liable for any loss of business or income of the Licensee as a result of (a) implementation of crowd control measures (including imposition of one-way pedestrian flow system in the Venue), (b) closure of roads in the vicinity of the Venue, (c) breakdown of the Venue's lighting system, suspension of electricity or water supplies to the Venue, adverse weather condition or other unforeseeable accident affecting the Venue, or (d) termination or expiry of this Agreement.

### **13. Prohibition from Future Application or Bidding**

Without prejudice to its right not to enter into any contractual or other form of relationship with any person, the Government may at its sole discretion prohibit and disqualify the Licensee and/or any person acting on behalf of the Licensee from applying or bidding for any stall in any or all Hong Kong Flower Shows that the Government may organize in the future upon discovering that the Licensee:

- (a) has provided false information on his business / company name or address;
- (b) has destroyed, damaged or abandoned any unsold commodities including any unsold plants and flowers at and in the vicinity of the Licence Area during or after the conclusion of the Event; or
- (c) has breached Clause 2 and Clause 2,3,4,6,7,10 and 25(a) of the First Schedule.

### **14. Indemnity**

- 14.1 The Licensee must indemnify each of the Government, the Director and the employees or agents of the Government (each an “**Indemnified Person**”) against (a) all and any claims, actions, investigations, demands, proceedings or arbitration, threatened, brought or instituted by any person against an Indemnified Person (“**Third Party Claim**”); and (b) all and any losses, damages, injury, death and all and any costs, charges and expenses which an Indemnified Person may suffer or incur directly or indirectly as a result of or in relation to:

- (i) any loss, damage, injury or death referred to in Clause 12.1 for which neither the Government nor the Director will be liable;
- (ii) any Negligence of the Licensee or any of his employees or agents;
- (iii) the Licensee's breach of any provision of this Agreement;
- (iv) any breach of warranty or misrepresentation made by the Licensee pursuant to this Agreement;
- (v) the Licensee's non-compliance with any applicable law or regulation; or
- (vi) any act of the Licensee which constitutes an infringement of the Intellectual Property Rights of any person.

- 14.2 If any of the Licensee's employees or agents suffers any injury or death at the Venue, the Licensee must within three (3) clear working days give notice in writing of such injury or death to the Director.

## **15. Public Liability Insurance**

- 15.1 The Licensee must effect and keep in force at his own expense a public liability insurance policy for a minimum of HK\$10,000,000 exclusively for this Agreement in the joint names of the Director, the Government and the Licensee against accidental death or accidental personal injury to any person or property or accidental nuisance or obstruction or trespass or interference with any right of way occurring during the period from **#12/ 13/ 17 March 2018 to 26 March 2018** within the Licence Area. The insurance must indemnify the insured for all compensation payable by the insured to any claimant or number of claimants in respect of any one occurrence or all occurrence of a series arising out of one original cause, subject to the indemnity limit of HK\$10,000,000 but otherwise unlimited for all claims throughout the insurance period. The insurance must be underwritten by an insurance company authorized by the Insurance Ordinance (Cap. 41) and on such other terms and conditions to be approved by the Director.

*(# Delete as appropriate)*

- 15.2 If the Licensee fails to effect or keep in force the insurance referred to in Clause 15.1, the Director may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and recover the same as debt due from the Licensee.
- 15.3 Without prejudice to the generality of Clause 15.1, for the Licensee who sells fast food/ dry food at the Licence Area, the public liability insurance policy must also indemnify all sums which the Licensee and the Government may 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.
- 15.4 If the terms and conditions of the public liability insurance policy taken out by the Licensee under Clause 15.1 require the insured parties to bear any excess amount in the event of claims, the Licensee will be solely responsible for the payment of such excess amount and must indemnify the Director for such payment if the Licensee fails to pay the same.
- 15.5 The public liability insurance policy taking out pursuant to Clause 15.1 must include a cross liability clause.

- 15.6 The Licensee must submit to the Director two (2) copies of the public liability insurance policy together with the receipt for payment of the current premium **on or before 2 March 2018**. The Director will issue to the Licensee an entry permit to enter the Venue for decoration and for carrying out the Business within the Licence Area (“**Entry Permit**”) after receiving the same to her satisfaction.
- 15.7 The Licensee is responsible for lodging all claims with the insurance company and dealing with the insurance company concerned upon being notified by the Director of a report on any injury, death, loss or damage.

**16. No Assignment**

The Licensee must not assign or transfer any rights, benefits or obligations under this Agreement to any person.

**17. Notice and Warning**

Any written notice, warning or other document which the Government may give to the Licensee under this Agreement will be treated as having received by the Licensee:

- (a) when such notice, warning or document is affixed to the Licensee’s stall at the Licence Area;
- (b) when such notice, warning or document is handed to the Licensee or any of his employee or agent at the Licence Area; or
- (c) on the day when such notice, warning or document is delivered by hand or sent by registered post to the address of the Licensee as set out in the first page of this Agreement.

**18. Representations and Warranties**

The Licensee represents and warrants to the Government that:

- (a) he has the full capacity, power and authority to enter into this Agreement;
- (b) he has all licences, permits and/or authorizations necessary for conducting the Business;
- (c) the obligations assumed by the Licensee under this Agreement constitutes legal, valid, binding and enforceable obligations of the Licensee; and
- (d) all statements, representations and warranties made by the Licensee to the Government in this Agreement are true, complete and accurate throughout the continuance of this Agreement.

## **19. Anti-collusion**

19.1 The Licensee represents and warrants to the Government that:

- (a) prior to the auction for Hong Kong Flower Show 2018 stalls, he has not communicated to any person the amount of the bid price offered by him;
- (b) he has not fixed the amount of the bid price by arrangement with any person;
- (c) he has not made any arrangement with any person as to whether he or that other person will or will not make a bid; and
- (d) he has not otherwise colluded with any person in any manner in the auction.

19.2 If the Licensee is in breach of any of the representations and warranties in Clause 19.1 above, the Government will be entitled to terminate this Agreement under Clause 9.2(e).

19.3 The Licensee must 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 warranties in Clause 19.1 above.

19.4 Clause 19.1 has no application to the Licensee's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the bid price, or with his professional advisers or consultants to solicit their assistance in preparation of his bid.

19.5 The rights of the Government under Clause 19.2 and 19.3 are in addition to and without prejudice to any other rights or remedies available to it against the Licensee.

## **20. Unfettered Powers**

Nothing in this Agreement will be taken to restrict, derogate from or otherwise interfere with any power or duty conferred or imposed by any law upon the Director, the Government or any public officer.

## **21. Corrupt Gifts**

If the Licensee or any employee or agent of the Licensee is found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to this Agreement or any other Government contracts, the Government may terminate this Agreement under Clause 9.2(e).

## **22. Intellectual Property Rights**

- 22.1 The Licensee must not, and must ensure his employees or agents will not, do any act which constitutes as an infringement of any Intellectual Property Rights or Other Right of any person. Without prejudice to the generality of the foregoing, the Licensee must not, and must ensure his employees or agents will not make any performance, show, broadcast or playback within the Licence Area which infringes the Intellectual Property Rights or Other Right of any person.
- 22.2 The Licensee must not use the Licence Area for displaying or selling any goods or services or advertising materials which infringe the Intellectual Property Rights of any persons.
- 22.3 The Licensee is responsible for obtaining all licences and clearances at its or their own costs and expenses for musical works, literary works, dramatic works, sound recordings and any other copyright works to be performed, shown, played back in public or broadcast in the Licence Area, including but not limited to paying the licence fee to the Composers and Authors Society of Hong Kong Limited, the Phonographic Performance (South East Asia) Limited, the Hong Kong Recording Industry Alliance Limited, the other licensing bodies and copyright owners.
- 22.4 The Licensee must procure all authors, performers and/or the relevant licensing bodies to waive, all moral rights (whether past present or future) in respect of any works, performances or sound recordings to be used, exhibited, performed, shown and/or played back in the Licence Area by the Licensee. Such waiver shall operate in favour of the Director, its authorised users, assigns and successors-in-title and be procured prior to any performance, use, exhibit, performance, showing or playback of any such works or sound recordings in the Licence Area.

## **23. Severability**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, such provision will to that extent be treated as not forming part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement will not be affected.

## **24. Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the parties on the subject matter.

**25. Variation**

25.1 The Government is entitled to amend by oral or written notice any of the rules in the First Schedule at any time it considers necessary for the orderly and smooth operation of the Event.

25.2 Except for the above, no amendment to any provision of this Agreement will be valid unless made by a written instrument signed by each of the parties.

**26. Relationship of the Parties**

The Licensee enters into this Agreement as a licensee only and nothing in this Agreement creates a contract of employment, a relationship of agency or partnership, a relationship of landlord and tenant, or a joint venture between the Director / Government and the Licensee.

**27. Delegation**

The Government / Director may delegate any officers or staff of any Government departments to execute and enforce this Agreement on her behalf and the Licensee must comply with any instructions given by such officers or staff as representatives of the Government / Director.

**28. Contracts (Rights of Third Parties) Ordinance**

The parties 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 (Rights of Third Parties) Ordinance (Cap. 623).

**29. Governing Law and Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of Hong Kong and the parties submit to the exclusive jurisdiction of the Courts of Hong Kong.

**IN WITNESS WHEREOF** this Agreement has been entered into the day and year first above written.

**SIGNED by #the Licensee /  
the authorized representative  
of the Licensee**  
*(#Delete as appropriate)*

\_\_\_\_\_  
Name :  
HKI/C No. :

**SIGNED for and on behalf of  
the Director of Leisure and  
Cultural Services**

\_\_\_\_\_  
Name : Ms LOU Wai-yi, Rebecca  
Post : Assistant Director (Leisure Services)<sup>3</sup>

**WITNESSED by**

\_\_\_\_\_  
Name : Mr. LI Kuen-fat  
Post : Senior Leisure Manager (Green Campaign)



## **FIRST SCHEDULE**

### **Rules on the Use of the Venue**

#### **General**

1. The Licensee must not use the Licence Area, and must ensure that the Licence Area will not be used, for any purpose other than lawfully conducting the Business on the Licensee's own account.
2. The Licensee (whether by himself or through his employees or agents) must not:
  - (a) conduct any act (including chanting slogans, using language, displaying messages or signs through any medium (such as leaflets, banners, items of clothing, audio, visual or electronic devices), and holding gatherings or activities) in such a manner which, in the opinion of the Government -
    - (i) might disturb or affect public order or public safety at the Venue;
    - (ii) might cause or lead to a breach of the peace at or in the vicinity of the Venue;
    - (iii) might obstruct the free or smooth movement of visitors or otherwise increase the Government's difficulty in managing the crowds in the Venue;
    - (iv) might cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Venue or to any persons at the Venue; or
    - (v) might be offensive, insulting or abusive to any persons at the Venue.
  - (b) behave otherwise than in an orderly and decent manner; or
  - (c) bring any furniture, equipment (including loud hailers, amplifiers and other audio, visual or electronic devices), goods, chattels (including banner stands, ornaments and articles) into the Venue except as is necessary for the exercise of the rights given in Clause 2.1 of the main body of this Agreement.
3. The Licensee must comply with all instructions and directions on the use of the Venue as may from time to time be given by the Director, the Leisure and Cultural Services Department and other Government departments (including the Hong Kong Police Force, the Food and Environmental Hygiene Department, the Transport Department, the Environmental Protection Department, the Buildings Department, the Fire Services Department, the Water Supplies Department, and the Agricultural, Fisheries and Conservation Department).

## **Conduct of Business**

4. The Licensee must not conduct any Business in the Licence Area without the necessary licence, permit and/or authorisation. The Licensee must comply with the requirements and conditions of any such licence, permit and/or authorisation.
5. (a) The Licensee must conduct the Business in the Licence Area during the applicable hours as specified below:

<b>Type of Commercial Stall</b>	<b>Opening Hours</b>
Fast Food Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Beverage Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Dry Food Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Goods Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Photographic Equipment Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Book Stall	17th March 2018: from 2:00 p.m. to 9:00 p.m. Daily from 18th March 2018: 9:00 a.m. to 9:00 p.m.

- (b) The Licensee may make a request in writing to the Director 7 working days prior to the Commencement Date to operate the Business in the Licence Area at such other time not specified in sub-clause (a) above. The Director will at her sole discretion determine whether to approve the Licensee's request or not.
6. The Licensee must not use the Licence Area or permit the Licence Area to be used for gambling or for any unlawful or immoral purpose.
7. The Licensee must not permit any games to be played in the Licence Area whether for gambling purposes or otherwise.
8. Save as fast food stalls, the Licensee must not cook at or in the vicinity of the Licence Area.
9. The Licensee is responsible for the safety and security of the Licence Area and its contents.

### **Display and Sale of Goods**

10. The Licensee must not sell commodities other than those specified in the Second Schedule unless with the Director's prior permission in writing.
11. Display or sale of cigarette, cigar or tobacco is prohibited.
12. Sale of goods by auction is prohibited.

### **Advertisement**

13. The Licensee must submit to the Director for approval details of all advertising materials that will be displayed within the Licence Area, including details of the specifications, dimensions, wording and design of any advertisement to be displayed. The display of any advertisement outside the Licence Area is prohibited. Advertisements, which in the reasonable opinion of the Director are of a controversial, political or objectionable nature, is not permitted.
14. Advertisement on tobacco or tobacco related product is prohibited.
15. Advertising from air-borne objects i.e. balloons, is not permitted except with prior written permission of the Director.
16. Advertising is permitted within the Licence Area only. The Licensee must remove all advertising materials displayed at the Licence Area immediately after the completion of the Event.
17. Display of directional signs and notices in bilingual form is permitted in the vicinity of the Venue entrances for the convenience of the public.

### **Fast Food, Beverage, Dry Food Stalls**

18. A Licensee operating a fast food / beverage / dry food stall at the Licence Area must observe the rules:
  - (a) No seats may be provided for customers (except for the fast food stall operating as "Floral Café" at the designated area).
  - (b) The Licensee must inform the Director the items of commodities to be sold at his stall before the Commencement Date.

- (c) Where applicable, the Licensee must obtain a temporary food factory licence or any other licence from the Food and Environmental Hygiene Department and provide a copy of the licence(s) to the Director seven (7) days before the Commencement Date.

### **Condition of the Licence Area**

- 19. The Licensee must maintain the Licence Area and its surroundings in a clean, tidy and hygienic condition to the satisfaction of the FEHD.
- 20. The Licensee is responsible for the removal and disposal of the litter and rubbish on a regular basis as directed by the Director during the Licence Period.
- 21. The Licensee must take all reasonable precautions to prevent damage to the ground surface of the Licence Area and to protect the Licence Area from damage by fire, typhoon and the like.
- 22. The Licensee must maintain his own appliances, furniture, fixtures and fittings at the Licence Area in good and serviceable repair and condition.
- 23. The Licensee must permit the Government to have at all times unimpeded access to all parts of the Licence Area to inspect its condition.

### **Storage of Properties**

- 24. The Licensee must ensure that the commodities stored or offered for sale at the Licence Area:
  - (a) are kept in a clean and hygienic condition; and
  - (b) are securely placed or stacked up within the Licence Area in such a way so as not to cause any obstruction or pose any accident or fire hazard.
- 25. (a) The Licensee must ensure that no commodities or other things are placed or left at any place in the Venue outside the Licence Area or will otherwise obstruct or block any such place.
  - (b) In the event of a breach of sub-clause (a) above, the Government will be entitled to immediately remove and dispose of any such commodities or things in such manner as the Government may see fit without compensation to any party. All costs, losses, damages or expenses incurred by the Government for doing so will be recoverable as a debt due from the Licensee.

26. The Licensee must ensure that no dangerous or prohibited goods within the meaning of the Dangerous Goods Ordinance (Cap. 295) and no arms, ammunition, explosives or combustible substances are kept or stored at the Licence Area.

### **Structural or Electrical Alteration**

27. The Licensee must not make any structural or electrical alteration or addition to the Licence Area without the prior written consent of the Director.

### **Noise Nuisance**

28. The Licensee must ensure that the noise level of the Event is kept at a reasonably low level so as not to cause any unnecessary disturbance to residents in the neighbourhood.
29. The Licensee must comply with the Environmental Protection Department's requirements on noise and air, in particular where mobile generators are used.

### **Vehicles**

30. The Licensee has no right of ingress or egress to or from the Licence Area for the passage of motor vehicles unless authorized by the Director.
31. No space will 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 (except 16 March 2018) or at any other time as may be specified by the Director.
32. The Licensee is responsible for the safety of any vehicles which he uses or brings alongside or onto the Venue and he must indemnify the Director in respect of any losses or damages thereto as a result of the use of such vehicles.

### **Exit Arrangements**

33. Upon termination or expiry of this Agreement:
- (a) The Licensee must at his own expense deliver up vacant possession of the Licence Area in a clean and hygienic condition and deliver up the Facilities in good condition -
- (i) before 1:00 p.m. on 26 March 2018 (or 9:30 p.m. on 25 March 2018 if the Licensee is operating a book stall); or
- (ii) by such other date and time as specified by the Government in writing.

- (b) The Licensee must remove from the Licence Area all removable objects which do not belong to the Government. The Licensee must at his own expense make good any damage to the Licence Area arising from such removal.
  - (c) The Licensee and his employees or agents must vacate the Licence Area no later than the time specified by the Government in writing.
  - (d) If the Licensee fails to comply with sub-clause (a) or (b) above, the Government may perform the same. The Government reserves the right to take over or dispose of without any compensation to any party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Licensee upon termination or expiry of this Agreement. All costs, losses, damages or expenses incurred by the Government for doing so will be recoverable as a debt due from the Licensee.
34. The Licensee must not destroy, damage or abandon any unsold commodities including any unsold plants and flowers at and in the vicinity of the Licence Area during or after the conclusion of the Event.

### **Miscellaneous**

35. The Licensee must maintain a proper current and accurate record (including the name and Hong Kong identity card number) of all his employees and agents deployed for carrying out the Business in the Licence Area.
36. The Licensee must make this Agreement available for inspection by the Government staff at all times during the Licence Period.
37. The Licensee must pay and discharge all existing and future rates, taxes, Government rent, assessments, duties and outgoings whatsoever which may be imposed, assessed or charged upon him or to the Licence Area.

## **SECOND SCHEDULE**

### **List of Commodities allowed for sale at the Commercial Stalls:**

#### **Goods Stalls**

- Ornamental plants and horticultural goods and produce (excluding tea products, beverages and scented tea)
- Fragrance products including essential oils
- Handicrafts relating to gardening and horticulture
- Ornamental rocks, porcelain, chinaware, glass wares and the like relating to gardening and horticulture

Note: Sale of dry food products is not allowed.

#### **Fast Food Stalls**

- Pre-cooked fast food (Such as Bread and cakes, Snack and Ice-cream etc.)
- Soft drinks including bottled, non-intoxicating, carbonated or non-carbonated drinks produced by licenced food factories

Note:

- (i) One designated fast food stall is required to sell at least 5 fast food items that meet the nutritional requirements of “More Fruit and Vegetables” and “3 Less” under the EatSmart Campaign. For more information on the EatSmart Campaign, see [http://restaurant.eatsmart.gov.hk/eng/home\\_rest.asp](http://restaurant.eatsmart.gov.hk/eng/home_rest.asp).
- (ii) Two designated fast food stalls are required to operate as fast food stalls selling vegetarian food.
- (iii) One designated fast food stall is required to operate as a fruit shop selling fruit, juice and fruit dessert.
- (iv) One designated fast food stall is required to operate as a café selling coffee, flower tea, sandwiches and confectioneries (such as cookie) (i.e. the “Floral Café”).

#### **Beverage Stalls**

- Soft drinks including bottled, non-intoxicating, carbonated or non-carbonated drinks produced by licenced food factories

Note: No preparation of food or mixing of drinks is allowed at the Beverage Stall.

#### **Dry Food Stalls**

- Dried and preserved nuts and fruits
- Tea products and beverages (such as tea leaves, tea-bags, etc.)
- Honey
- Sweets and chocolate
- Snacks which are ready-to-eat (such as Chinese Traditional Snacks: sesame rolls, peanuts, glutinous rice balls, etc.)

Note: Sale of dry marine products (such as shark fins, abalones, fish maw, scallops, oysters and trepangs etc.) and/or Lap-mei products (such as preserved Chinese sausages, preserved pork, and preserved ducks) is not allowed.

### **Photographic Equipment Stalls**

- Camera and camera accessories (such as lens, tripod, camera bag, etc.)

### **Book Stall**

- Items relating to gardening and horticulture, including but not limited to publications, drawings and recordings
- Street map/tourist guide of Hong Kong

- (1) Under the Protection of Endangered Species of Animals and Plants Ordinance (Cap. 586), the import, export, re-export or possession of scheduled plant species (e.g. orchids, pitcher plants, cacti, cycads, succulent euphorbias, aloes, Venus flytraps and air plants) requires a license issued in advance by the Agriculture, Fisheries and Conservation Department. Any person contravening the licensing requirements of the Ordinance will be liable to a maximum fine of HK\$5 million and imprisonment for 2 years upon conviction. Please refer to the Ordinance for details.
- (2) Under the Pesticides Ordinance (Cap. 133), any person who imports, supplies or sells registered pesticides in Hong Kong (e.g. insecticides, herbicides, fungicides) must possess a pesticides license issued by the Agriculture, Fisheries and Conservation Department (AFCD) and comply with the license conditions. All premises for carrying out the pesticides business should be shown on the license. In addition, no person should possess unregistered pesticides unless a pesticides permit is granted by the AFCD. Any person who contravenes the Pesticides Ordinance may be prosecuted and is liable on conviction to a fine and to imprisonment.
- (3) Under the Genetically Modified Organisms (Control of Release) Ordinance (Cap. 607), any person who knowingly cultivates seeds (e.g. seeds of pest-resistant GM maize), cut flowers (e.g. violet or blue GM carnation and violet or blue GM rose) or plants (e.g. GM petunia) of unapproved GM plants, or knowingly imports the GM plants or their seeds intended for cultivations in a field or into the open environment, commits an offense. An offender shall be liable upon conviction to a fine of HK\$100,000 and to imprisonment for one year.
- (4) Sale of prohibited and pirated goods is strictly forbidden.
- (5) The Licensee must not sell commodities other than those specified in this Schedule unless prior permission has been obtained from the Government.
- (6) The Licensee must obtain all licences, permits and/or authorisation necessary for conducting the Business at the Event.

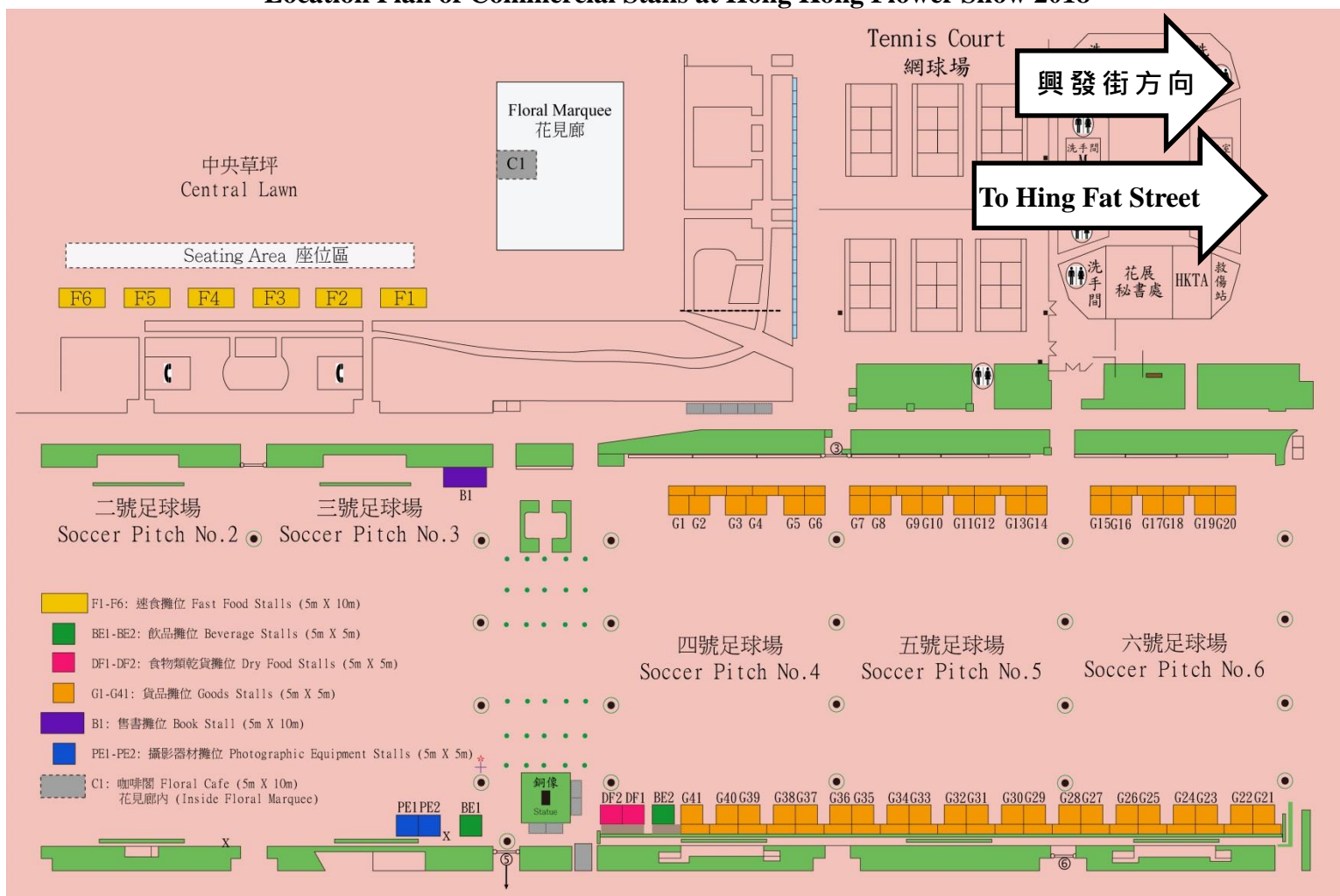


附表 3

# THIRD SCHEDULE

二零一八年香港花卉展覽商業攤位位置圖

Location Plan of Commercial Stalls at Hong Kong Flower Show 2018



商業攤位的數目、攤位編號、面積及底價

Number, Stall numbers, Size and Upset price of Commercial Stalls

商業攤位類別 Types of Commercial Stalls	數目 No.	攤位編號 Stall No.	面積(米) Size (Metres)	底價 Upset Price
速食攤位 Fast Food Stall	6	F1 – F6* @^	5 x 10	\$29,620
飲品攤位 Beverage Stall	2	BE1 – BE2	5 x 5	\$29,620
速食攤位 — 咖啡閣 Fast Food Stall - Floral Café	1	C1 <sup>#</sup>	5 x 10	\$29,620
食物類乾貨攤位 Dry Food Stall	2	DF1 – DF2	5 x 5	\$17,820
攝影器材攤位 Photographic Equipment Stall	2	PE1 – PE2	5 x 5	\$22,220
售書攤位 Book Stall	1	B1	5 x 10	\$15,150

\*F3 速食攤位供符合有「營」食肆資格的競投者優先競投

\* Priority of bidding Fast Food Stall (F3) shall be given to bidders who are qualified as “EatSmart Restaurants”.

@投得 F4 速食攤位者須在許可期內經營水果店，售賣水果、果汁及水果類甜品。

@For Fast Food Stall (F4), the successful bidder is required to operate as a fruit shop selling fruit, juice, and fruit dessert during the Licence Period.

**^F5及F6速食攤位供根據《稅務條例》(第112章)第88條合資格獲豁免繳稅的非政府機構優先競投，以售賣素食的速食攤位形式經營**

**^Priority of bidding Fast Food Stall (F5) and (F6) shall be given to bidders who are qualified as non-governmental organisations exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112) to operate as fast food stalls selling vegetarian food.**

**# C1 咖啡閣供根據《稅務條例》(第112章)第88條合資格獲豁免繳稅的非政府機構優先競投**

**# Priority of bidding Floral Café (C1) shall be given to bidders who are qualified as non-governmental organisations exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112).**

商業攤位類別 Type of Commercial Stalls	數目 No.	攤位編號 Stall No.	面積(米) Size (Metres)	底價 Upset Price
貨品攤位 Goods Stall	41	G1 – G41	5 x 5	\$22,220

**商業攤位的許可範圍及設備供應如下：**

**The Licence Area and the equipment supply of the Commercials Stalls are listed as below:**

	Licence Area 許可範圍	Lighting 照明設備	Electrical Installations 電力裝置
(a)	Goods Stall (5m x 5m)  貨品攤位 (5米 x 5米)	<ul style="list-style-type: none"> <li>• Eight single fluorescent tubes</li> <li>• 8支單管光管</li> </ul>	<ul style="list-style-type: none"> <li>• One 13 AMP power socket</li> <li>• 1個13安培插座</li> </ul>
(b)	Fast Food Stall (5m x 10m)  速食攤位 (5米 x 10米)	<ul style="list-style-type: none"> <li>• Two 1 000w floodlights</li> <li>• 14 single fluorescent tubes</li> <li>• 2盞1 000瓦特泛光燈</li> <li>• 14支單管光管</li> </ul>	<ul style="list-style-type: none"> <li>• Eight 13 AMP power sockets</li> <li>• One 32 AMP (three point neutral) power socket</li> <li>• One 60 AMP MCB distribution board</li> <li>• 8個13安培插座</li> <li>• 1個32安培(三相)插座</li> <li>• 1個60安培微型斷路器配電箱</li> </ul>
(c)	Beverage Stall (5m x 5m)  飲品攤位 (5米 x 5米)	<ul style="list-style-type: none"> <li>• Eight single fluorescent tubes</li> <li>• 8支單管光管</li> </ul>	<ul style="list-style-type: none"> <li>• One 13 AMP power socket</li> <li>• 1個13安培插座</li> </ul>
(d)	Dry Food Stall (5m x 5m)  食物類乾貨攤位 (5米 x 5米)	<ul style="list-style-type: none"> <li>• Eight single fluorescent tubes</li> <li>• 8支單管光管</li> </ul>	<ul style="list-style-type: none"> <li>• One 13 AMP power socket</li> <li>• 1個13安培插座</li> </ul>

	<b>Licence Area</b> <b>許可範圍</b>	<b>Lighting</b> <b>照明設備</b>	<b>Electrical Installations</b> <b>電力裝置</b>
(e)	Photographic Equipment Stall (5m x 5m)  攝影器材攤位 (5米 x 5米)	<ul style="list-style-type: none"> <li>• Eight single fluorescent tubes</li> <li>• 8支單管光管</li> </ul>	<ul style="list-style-type: none"> <li>• One 13 AMP power socket</li> <li>• 1個13安培插座</li> </ul>
(f)	Book Stall (5m x 10m)  售書攤位 (5米 x 10米)	<ul style="list-style-type: none"> <li>• 16 single fluorescent tubes</li> <li>• 16支單管光管</li> </ul>	<ul style="list-style-type: none"> <li>• Five 13 AMP power sockets</li> <li>• One 32 AMP (three point neutral) power socket</li> <li>• 5個13安培插座</li> <li>• 1個32安培(三相)插座</li> </ul>

附表 4  
FOURTH SCHEDULE  
二零一八年香港花卉展覽場地平面圖  
Showground Layout for Hong Kong Flower Show 2018

