

**LICENCE AGREEMENT  
for Hong Kong Flower Show 2022**

**THIS AGREEMENT** is made on the 29<sup>th</sup> day of December 2021

**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**”/ “**the authorized representative of the 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 **#flower and gardening products/ handicrafts/ 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 **# 8/12** March 2022 (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 17;

“**Event**” means the Hong Kong Flower Show 2022 to be held at the Venue from 11 March 2022 to 20 March 2022;

“**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 whether now known or to be created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.

“**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 20 March 2022 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, and 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 of this Agreement.

## **4. Security Deposit**

- 4.1 The Licensee must pay to the Government a security deposit of HK\$4,360 either in cash or

cheque as security for the due and proper performance of this Agreement (“**Security Deposit**”) on the date of this Agreement.

- 4.2 If the Licensee fails to comply with any provision of this Agreement or any amount is due or payable by the Licensee to the Government, the Government may deduct from the Security Deposit to recover the amount of costs, losses, damages or expenses suffered or incurred by the Government relating to such failure, or to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Licensee.
- 4.3 The Security Deposit may be deducted by the Government without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Licensee or any other person, and may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owed by the Licensee to the Government.
- 4.4 If the Licensee fails to comply with Clause 4.1, the Government may terminate this Agreement under Clause 11(f).
- 4.5 The Government will, after deducting the sums due from the Licensee to the Government, return the balance of the Security Deposit without interest to the Licensee two (2) months after completion of all the obligations under this Agreement by the Licensee, or the expiry or termination of this Agreement, whichever is the later.

## **5. Licence Area and Facilities**

- 5.1 The Licence Area and the Facilities will be handed over to the Licensee in “as is” condition on the Commencement Date.
- 5.2 The Licensee must accept the Licence Area and the Facilities on an “as is” basis and in “as is” condition as of the Commencement Date. The Licensee must be liable for any damage or deterioration to the Licence Area and the Facilities thereafter.
- 5.3 The Licensee must physically take up the Licence Area during the decoration time specified in Clause 6 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 11(f).
- 5.4 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 6 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.
- 5.5 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 6 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.

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

- 6.1 Subject to the issuance of an Entry Permit by the Director to the Licensee under Clause 17.5, the Licence Area will be opened to the Licensee for setting up and decoration of his stall during the applicable time as specified below:

### Flower and Gardening Stalls, Handicraft Stalls and Photographic Equipment Stall

8 March 2022 : from 8:00 a.m. to 9:00 p.m.  
10 March 2022\* : from 8:00 a.m. to 10:00 a.m. and  
from 5:00 p.m. to 9:00 p.m.  
11 March 2022 : from 7:00 a.m. to 8:00 a.m.

### Book Stall

12 March 2022 : from 1:00 p.m. to 2:00 p.m.

- \* no vehicles will be allowed to enter into the Venue for loading and unloading of goods or commodities near the Licence Area on 9 March 2022 and between 11:00 am and 5:00 pm on 10 March 2022.

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

- 6.3 Subject to the issuance of an Entry Permit by the Director to the Licensee under Clause 17.5, the Licensee may deliver the commodities to the Licence Area during the applicable time as specified below:

12 to 20 March 2022 : from 7:00 a.m. to 8:30 a.m.

## **7. General Covenant**

- 7.1 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 inconsistently with any of the laws in force in Hong Kong (including the Basic Law) when carrying out the Business.

- 7.2 (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).

- 7.3 The Licensee must obtain at its own costs and expenses all licences, permits and/or authorisation necessary for conducting the Business at the Event.
- 7.4 The Licensee must not employ any persons who are forbidden under the laws to undertake any employment in Hong Kong.
- 7.5 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 11(f) in the event the Licensee has breached any of the provisions in Clauses 7.1, 7.3 and 7.4 above.
- 7.6 The Licensee must observe the rules on the use of the Venue as set out in the First Schedule.

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

- 8.1 (a) Where any unforeseeable incident happens on or before the Commencement Date, the Government will have a right to postpone the Commencement Date, shorten the duration of the Licence Period and/or cancel the Event and terminate this Agreement forthwith.
- (b) Where the duration of the Licence Period is shortened by the Government, the Licence Fee will be refunded to the Licensee without interest in accordance with the formula set out in Clause 13.1(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 (without interest).
- (c) The Government will not be liable for any cost, liability, loss or damage suffered or incurred by the Licensee arising out of or in relation to the shortening of the Licence Period, cancellation of the Event or termination of this Agreement.
- 8.2 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 and/or appropriate. The Government will not be liable for any cost, liability, loss or damage suffered or incurred by the Licensee arising out of or in relation to such closure or restriction of use or access.
- 8.3 The Government may limit the number of members of public accessing the Show, reduce the scale of the Event and/or reduce the number of the commercial stalls at the Event during the Licence Period as it considers necessary and/or appropriate upon the occurrence of an event of Force Majeure. The Government will not be liable for any cost, liability, loss or damage suffered or incurred by the Licensee arising out of or in relation to such variation.

**9. Force Majeure**

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 be terminated immediately.

## **10. Default**

- 10.1 If there is, in the opinion of the Government, any breach or imminent breach of any provision of this Agreement by the Licensee, the Government will be entitled to issue an oral warning to the Licensee (“Oral Warning”).
- 10.2 If the Licensee fails to remedy the breach or cease the conduct of any act or any behaviour that might bring about the breach immediately (or within such period as may be directed by the Government in the Oral Warning) to the satisfaction of the Government, the Government will be entitled to issue a written warning to the Licensee (“Written Warning”).
- 10.3 If the Licensee fails to remedy the breach or cease the conduct of any act or any behaviour that might bring about the breach immediately (or within such period as may be specified by the Government in the Written Warning) to the satisfaction of the Government, the Government will be entitled to 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 by issuing a letter of prohibition from future application or bidding to the Licensee (“Letter of Bidding Prohibition”).
- 10.4 If, after the issuance of a Letter of Bidding Prohibition, the Licensee fails to remedy the breach or cease the conduct of any act or any behaviour that might bring about the breach immediately (or within such period as may be specified by the Government) to the satisfaction of the Government, the Government will be entitled to issue a default notice (“Default Notice”) upon the Licensee. If a Default Notice is issued, an amount of \$4,360 will be deducted by the Government from the Security Deposit forthwith as liquidated damages.
- 10.5 If, after the issuance of a Default Notice, the Licensee fails to remedy the breach or cease the conduct of any act or any behaviour that might bring about the breach immediately (or within such period as may be specified by the Government) to the satisfaction of the Government, the Government will be entitled to terminate this Agreement forthwith.

## **11. Termination**

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 this 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 entitling 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 entitles the Government to terminate this Agreement under any provision of this Agreement including any of the following provisions:
  - (i) Clause 4 (Security Deposit);
  - (ii) Clause 5 (Licence Area and Facilities);
  - (iii) Clause 7 (General Covenant);
  - (iv) Clause 10 (Default);
  - (v) Clause 21 (Anti-collusion); and
  - (vi) Clause 23 (Corrupt Gifts).

## **12. 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 12, the Licence Fee will be refunded to the Licensee in accordance with Clause 13.1(d).

## **13. Consequences of Termination**

13.1 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, 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 16.1, if this Agreement is terminated under Clause 11, the Licensee must be liable for all liabilities, losses, damages, costs and expenses suffered or 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 9 or 12 before commencement of the Licence Period, the Government will refund the Licence Fee without interest to the Licensee; where the Termination under Clause 9 or 12 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 34 to 35 of the First Schedule.

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

14.1 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.

14.2 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 incident or accident affecting the Venue, or (d) termination or expiry of this Agreement.

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

Without prejudice to the generality of any provision of this Agreement including Clause 10 and the Government's 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 Clauses 2, 3, 4, 6, 7, 8, 10, 11, 12 and/or 25(a) of the First Schedule.

## **16. Indemnity**

- 16.1 The Licensee must indemnify each of the Government, the Director and the authorised users, assigns, successors-in-title, 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 14.1 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 or omission of the Licensee which constitutes an infringement of any Intellectual Property Rights or Other Rights of any person.
- 16.2 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.
- 16.3 The provisions of this Clause 16 shall survive the expiration, completion or termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiration, completion or termination.

## **17. Public Liability Insurance**

- 17.1 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 **#8/ 12 March 2022 to 21 March 2022** 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)*
- 17.2 If the Licensee fails to effect or keep in force the insurance referred to in Clause 17.1, 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.

- 17.3 If the terms and conditions of the public liability insurance policy taken out by the Licensee under Clause 17.1 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 and the Government for such payment if the Licensee fails to pay the same.
- 17.4 The public liability insurance policy taken out pursuant to Clause 17.1 must include a cross liability clause.
- 17.5 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 25 February 2022**. 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.
- 17.6 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.

## **18. No Assignment**

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

## **19. 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.

## **20. 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 and to carry out all his obligations hereunder including without limitation granting or procuring the grant of the relevant licences in respect of the Intellectual Property Rights according to Clause 24.1 of 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 constitute 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.

## **21. Anti-collusion**

21.1 The Licensee represents and warrants to the Government that:

- (a) prior to the auction for the stalls at the Event, 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.

21.2 If the Licensee is in breach of any of the representations and warranties in Clause 21.1 above, the Government will be entitled to terminate this Agreement under Clause 11(f).

21.3 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 21.1 above.

21.4 Clause 21.1 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.

21.5 The rights of the Government under Clause 21.2 and 21.3 are in addition to and without prejudice to any other rights or remedies available to it against the Licensee.

## **22. 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.

## **23. 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 11(f).

## **24. Intellectual Property Rights**

24.1 The Licensee hereby grants or in case it is not empowered to do so, shall at its own cost and

expense procure the grant of, in favour of the Government and its authorised users, a royalty-free, irrevocable, non-exclusive, worldwide, perpetual, transferable and sub-licensable licence to use (including doing any acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Cap. 528)) for all purposes contemplated by this Agreement all materials provided by the Licensee to the Government under this Agreement (referred to as “Submitted Materials”) including but not limited to the list of items of commodities to be sold at the stall and the advertising materials submitted by the Licensee according to the rules on the use of the Venue as set out in the First Schedule.

- 24.2 The Licensee must not, and must ensure his employees or agents will not, do any act which constitutes an infringement of any Intellectual Property Rights or Other Rights 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 or conduct any performance, show, broadcast or playback within the Licence Area or the Venue which infringes any Intellectual Property Rights or Other Rights of any person.
- 24.3 The Licensee must not display or sell any goods or services or display or distribute advertising materials in the Licence Area or the Venue which infringe any Intellectual Property Rights or Other Rights of any person.
- 24.4 The Licensee is responsible for obtaining all licences and clearances at its own costs and expenses in favour of itself, the Government and its authorised users, assigns and successors-in-title for doing any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance in relation to the Submitted Materials and other materials (including without limitation musical works, literary works, dramatic works, sound recordings, films and any other copyright works to be performed, shown, played in public or broadcast) used by the Licensee in the Licence Area or the Venue, during the Licence Period (the Submitted Materials and such other materials are collectively referred to as “the Materials”), from all relevant third party Intellectual Property Rights owners and/or licensing bodies, 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 and the Motion Picture Licensing Company (Hong Kong) Limited.
- 24.5 The Licensee hereby irrevocably waives and undertakes to procure at its own costs and expenses all relevant authors of the Submitted Materials or any part thereof to irrevocably waive, all moral rights (whether past present or future) in the Submitted Materials. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon delivery of the Submitted Materials to the Government.
- 24.6 Without prejudice to the generality of Clause 16, the Licensee shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against all claims, damages, costs, actions, losses or expenses arising by reason of or out of any allegation of and/or claim for infringement of any Intellectual Property Rights or Other Rights of any person in respect of the performance of this Agreement by the Licensee or in respect of the use or possession at any time of the Materials by the Government, its authorised users, assigns and successors-in-title.

24.7 The Licensee warrants to the Government that:

- (a) subject to Clause 24.7(b) below, the Materials shall be or shall consist of original works created, developed, or made by the Licensee;
- (b) if any of the Materials contain any works of which the Intellectual Property Rights belong to a third party, prior to such use of, or incorporation of such works in the Materials (as the case may be), the Licensee shall have obtained from such third party the grant of all necessary licences and clearances for itself and/or the Government, its authorised users, assigns and successors-in-title to use such works and Materials. The costs of the above licences and clearances shall be borne by the Licensee; and
- (c) any Intellectual Property Rights or Other Rights of any person is not and will not be infringed by:
  - (i) the acts or Business to be carried out by the Licensee within the Venue or Licence Area during the Licence Period;
  - (ii) the use or provision of the Materials by or on behalf of the Licensee in the performance of this Agreement;
  - (iii) the performance, exhibition, showing, broadcast or playing of the Materials by the Licensee in the Licence Area or the Venue during the Licence Period;
  - (iv) the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of the Materials or any part thereof for any of the purposes contemplated by this Agreement; and/or
  - (v) the exercise by the Government, its authorised users, assigns and successors-in-title of any rights granted under this Agreement.

24.8 Clauses 24.5, 24.6 and 24.7 shall survive the expiration, completion or termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiration, completion or termination.

## **25. 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.

## **26. Entire Agreement**

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

## **27. Variation**

27.1 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 and/or appropriate for the orderly and smooth operation of the Event.

27.2 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.

## **28. 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.

## **29. 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.

## **30. 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).

## **31. Infection Control Measures**

31.1 The Licensee shall, at its own cost and expenses, ensure that the Licensee and all staff deployed by the Licensee in the Venue shall comply with the following requirements and any other requirements as may from time to time be updated and advised by the Organiser, Centre of Health Protection (CHP) and/or the Food and Health Bureau of the Government during the Licence Period:

- (a) All visitors shall wear masks at all times on entry and inside the venue.
- (b) All visitors shall be subject to body temperature checks before entry. Those with symptoms (e.g. fever, acute respiratory discomfort, sudden loss of taste or smell) will be prohibited from entering the venue. Those who have symptoms but are already inside the venue shall leave immediately and should seek early medical advice.
- (c) Those inside the venue should maintain social distancing as specified by the LCSD. The number of persons admitted to the venue shall not exceed the prevailing limit on group gatherings as stipulated by the Government for epidemic prevention purposes.
- (d) Licensees shall keep and provide the LCSD with an on duty staff list with contact details, in a bid to facilitate contact tracing as and when necessary.
- (e) The HKFS 2022 will be open to the public at 9 a.m. on 11 March 2022 for ten consecutive days. Licensees and their staff shall either be fully vaccinated against COVID-19 or

undergo polymerase chain reaction-based nucleic acid tests for COVID-19 at their own costs within 48 hours prior to first entry to the venue and every subsequent 14 days thereafter. Combined nasal and throat swab samples shall be collected by professionals in such tests. Licensees and their staff shall keep vaccination records or SMS notifications showing negative test results as a proof, and make such records or SMS notifications readily available for checking by LCSD officers before the commencement of and during the event.

(Note: Being fully vaccinated means the suggested dosage has been administered in accordance with the relevant guidelines of a COVID-19 vaccination course at least 14 days prior to the commencement of the event. For those who have recovered from COVID-19 infections, they will be required to receive one dose of COVID-19 vaccines at least 14 days prior to entry to the venue in order to be considered as fully vaccinated. Please refer to the COVID-19 thematic website (<https://www.coronavirus.gov.hk>) for “List of COVID-19 Vaccines Recognised for Specified Purposes” and relevant requirements on documentary proof for completion of vaccination.

- (f) Licensees shall provide disinfectant hand sanitisers at stalls for use by visitors.
- (g) There shall be no stalls selling food and drinks inside the venue. No one, except licensees, their staff and on-site Government officers, is allowed to eat or drink inside the venue. Staggered meal breaks may be arranged for licensees and their staff. Those wishing to eat at stalls are advised to do so alone while maintaining social distancing of at least 1.5 m. They should refrain from talking and keep hands hygienic before and after meals.
- (h) The “LeaveHomeSafe” venue QR codes will be displayed at the entrance of the venue. All visitors shall scan the venue QR codes with their phones’ “LeaveHomeSafe” mobile apps on entry.
- (i) To step up anti-epidemic efforts, licensees and their staff may consider wearing eye protection equipment such as goggles and face shields, while changing masks in a timely manner when they got soiled. All visitors are also required to observe hand hygiene and refrain from any activities which may generate aerosols, such as shouting, chanting or singing songs.
- (j) Licensees are advised to maximise the use of contactless payment means. For information related to stored value facility licensees, please visit the Hong Kong Monetary Authority’s website (<https://www.hkma.gov.hk/eng/regulatory-resources/registers/register-of-svf-licensees/>).
- (k) The LCSD will conduct cleaning and disinfection in communal areas of the venue no less than once daily, while stepping up the frequency of cleaning and disinfection at high touch surfaces. Licensees shall carry out cleaning and disinfection of their stall and



items, except goods such as fresh flowers and plants, on a daily basis, with use of the disinfection materials of durable efficacy.

- (l) All visitors shall comply with the latest directions of the Government issued by notice published in the Gazette or otherwise under all applicable Ordinances and subsidiary legislation thereunder (including but not limited to the Prevention and Control of Disease Ordinance (Cap. 599) and all subsidiary legislation thereunder including the Prevention and Control of Disease (Requirements and Directions) (Business and Premises) Regulation (Cap. 599F), the Prevention and Control of Disease (Prohibition on Group Gathering) Regulation (Cap. 599G), the Prevention and Control of Disease (Wearing of Mask) Regulation (Cap. 599I) and the Prevention and Control of Disease (Compulsory Testing for Certain Persons) Regulation (Cap. 599J), as well as any directions given by the LCSD on the prevention and control measures against infectious diseases such as COVID-19 to be implemented at the venue. Those contravening or failing to comply with the above regulations, requirements or directions may be liable to prosecution, while the licensees in question may be subject to early termination of the Licence Agreement.
- (m) Licensees are also obliged to assist the LCSD and persons-in-charge of the venue in implementing infection control measures, including but not limited to:
- Conducting spot checks or regular visits of the venue to ensure compliance with various infection control measures by visitors;
  - Monitoring and controlling the number of visitors admitted to the venue, as well as the visitor flow on entry, during and after the event to avoid overcrowding; and
  - Carrying out cleaning and disinfection in the venue and for the facilities therein on a regular basis.
- (n) **In view of the latest development of COVID-19, the LCSD may revise the above anti-epidemic measures. In addition, the LCSD may adjust the scale and opening hours of the HKFS, tighten the admission requirements for members of the public, or even cancel the whole event.**

### **32. 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 : Mr. LUK Chi-kwong

Post : Assistant Director (Leisure Services)3

WITNESSED by

---

Name : Ms. Cindy CHOW

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;
  
  - (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; or
  
  - (d) conduct any act which constitutes an infringement of any Intellectual Property Rights or any Other Rights of any person.
  
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, the Agricultural, Fisheries and Conservation Department and the Department of Health).

### **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>
Photographic Equipment Stall	Daily from 9:00 a.m. to 9:00 p.m.
Handicraft Stall	Daily from 9:00 a.m. to 9:00 p.m.
Flower and Gardening Stalls	Daily from 9:00 a.m. to 9:00 p.m.
Book Stall	12 March 2022: from 2:00 p.m. to 9:00 p.m. Daily from 13 March 2022: 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. The Licensee must not sell any services, programmes or courses to be conducted outside 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 seek the approval of the Director for the items of commodities to be sold at his stall before the Commencement Date.
11. The Licensee must not sell commodities other than those specified and authorised in the Second Schedule unless with the Director's prior permission in writing.
12. Display or sale of cigarette, cigar or tobacco is prohibited.
13. Sale of goods by auction is prohibited.
14. The Licensee must not sell or serve any food or drink for on-the-spot consumption.

### **Advertisement**

15. 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.
16. Advertisement on tobacco or tobacco related product is prohibited.
17. Advertising from air-borne objects i.e. balloons, is not permitted except with prior written permission of the Director.
18. 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.
19. Advertising materials must not contain any materials which infringe any Intellectual Property Rights or any Other Rights of any person.

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

20. The Licensee must maintain the Licence Area and its surroundings in a clean, tidy and hygienic condition to the satisfaction of the Leisure and Cultural Services Department.
21. 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.
22. 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.
23. The Licensee must maintain his own appliances, furniture, fixtures and fittings at the Licence Area in good and serviceable repair and condition.
24. 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**

25. 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 risk of accident or fire hazard.
26. (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.
27. 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**

28. 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**

29. 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.
30. The Licensee must comply with the Environmental Protection Department's requirements on noise and air, in particular where mobile generators are used.

### **Vehicles**

31. 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.
32. 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 11 March 2022) or at any other time as may be specified by the Director.
33. 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 and the Government in respect of any costs, liabilities, losses or damages arising out of or in connection with the use of such vehicles.

### **Exit Arrangements**

34. 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 8:00 p.m. on 21 March 2022 (or 9:30 p.m. on 20 March 2022 if the Licensee is

operating a book stall). No vehicles will be allowed to enter into the Venue for loading and unloading of goods or commodities near the Licence Area between 7:00 am and 5:00 pm on 20 March 2022.

(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.

35. 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**

36. 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.

37. The Licensee must make this Agreement available for inspection by the Government staff in the Licence Area at all times during the Licence Period.

38. 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.



39. The Licensee must join the Green Event Charter in the Fourth Schedule in order to minimise the impact of the activities to the environment through applying the 3R concept – “Reduce, Reuse and Recycle” – on waste management.

### **Infection Control Measures**

40. The Licensee shall, at its own cost and expenses, ensure that the Licensee and all staff deployed by the Licensee in the Venue shall comply with the following requirements and any other requirements as may from time to time be updated and advised by the Organiser, Centre of Health Protection (CHP) and/or the Food and Health Bureau of the Government during the Licence Period:

- (a) All visitors shall wear masks at all times on entry and inside the venue.
- (b) All visitors shall be subject to body temperature checks before entry. Those with symptoms (e.g. fever, acute respiratory discomfort, sudden loss of taste or smell) will be prohibited from entering the venue. Those who have symptoms but are already inside the venue shall leave immediately and should seek early medical advice.
- (c) Those inside the venue should maintain social distancing as specified by the LCSD. The number of persons admitted to the venue shall not exceed the prevailing limit on group gatherings as stipulated by the Government for epidemic prevention purposes.
- (d) Licensees shall keep and provide the LCSD with an on duty staff list with contact details, in a bid to facilitate contact tracing as and when necessary.
- (e) The HKFS 2022 will be open to the public at 9 a.m. on 11 March 2022 for ten consecutive days. Licensees and their staff shall either be fully vaccinated against COVID-19 or undergo polymerase chain reaction-based nucleic acid tests for COVID-19 at their own costs within 48 hours prior to first entry to the venue and every subsequent 14 days thereafter. Combined nasal and throat swab samples shall be collected by professionals in such tests. Licensees and their staff shall keep vaccination records or SMS notifications showing negative test results as a proof, and make such records or SMS notifications readily available for checking by LCSD officers before the commencement of and during the event.

(Note: Being fully vaccinated means the suggested dosage has been administered in accordance with the relevant guidelines of a COVID-19 vaccination course at least 14

days prior to the commencement of the event. For those who have recovered from COVID-19 infections, they will be required to receive one dose of COVID-19 vaccines at least 14 days prior to entry to the venue in order to be considered as fully vaccinated. Please refer to the COVID-19 thematic website (<https://www.coronavirus.gov.hk>) for “List of COVID-19 Vaccines Recognised for Specified Purposes” and relevant requirements on documentary proof for completion of vaccination.

- (f) Licensees shall provide disinfectant hand sanitisers at stalls for use by visitors.
- (g) There shall be no stalls selling food and drinks inside the venue. No one, except licensees, their staff and on-site Government officers, is allowed to eat or drink inside the venue. Staggered meal breaks may be arranged for licensees and their staff. Those wishing to eat at stalls are advised to do so alone while maintaining social distancing of at least 1.5 m. They should refrain from talking and keep hands hygienic before and after meals.
- (h) The “LeaveHomeSafe” venue QR codes will be displayed at the entrance of the venue. All visitors shall scan the venue QR codes with their phones’ “LeaveHomeSafe” mobile apps on entry.
- (i) To step up anti-epidemic efforts, licensees and their staff may consider wearing eye protection equipment such as goggles and face shields, while changing masks in a timely manner when they got soiled. All visitors are also required to observe hand hygiene and refrain from any activities which may generate aerosols, such as shouting, chanting or singing songs.
- (j) Licensees are advised to maximise the use of contactless payment means. For information related to stored value facility licensees, please visit the Hong Kong Monetary Authority’s website (<https://www.hkma.gov.hk/eng/regulatory-resources/registers/register-of-svf-licensees/>).
- (k) The LCSD will conduct cleaning and disinfection in communal areas of the venue no less than once daily, while stepping up the frequency of cleaning and disinfection at high touch surfaces. Licensees shall carry out cleaning and disinfection of their stall and items, except goods such as fresh flowers and plants, on a daily basis, with use of the disinfection materials of durable efficacy.
- (l) All visitors shall comply with the latest directions of the Government issued by notice published in the Gazette or otherwise under all applicable Ordinances and subsidiary

legislation thereunder (including but not limited to the Prevention and Control of Disease Ordinance (Cap. 599) and all subsidiary legislation thereunder including the Prevention and Control of Disease (Requirements and Directions) (Business and Premises) Regulation (Cap. 599F), the Prevention and Control of Disease (Prohibition on Group Gathering) Regulation (Cap. 599G), the Prevention and Control of Disease (Wearing of Mask) Regulation (Cap. 599I) and the Prevention and Control of Disease (Compulsory Testing for Certain Persons) Regulation (Cap. 599J), as well as any directions given by the LCSD on the prevention and control measures against infectious diseases such as COVID-19 to be implemented at the venue. Those contravening or failing to comply with the above regulations, requirements or directions may be liable to prosecution, while the licensees in question may be subject to early termination of the Licence Agreement.

- (m) Licensees are also obliged to assist the LCSD and persons-in-charge of the venue in implementing infection control measures, including but not limited to:
- Conducting spot checks or regular visits of the venue to ensure compliance with various infection control measures by visitors;
  - Monitoring and controlling the number of visitors admitted to the venue, as well as the visitor flow on entry, during and after the event to avoid overcrowding; and
  - Carrying out cleaning and disinfection in the venue and for the facilities therein on a regular basis.
- (n) **In view of the latest development of COVID-19, the LCSD may revise the above anti-epidemic measures. In addition, the LCSD may adjust the scale and opening hours of the HKFS, tighten the admission requirements for members of the public, or even cancel the whole event.**

## SECOND SCHEDULE

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

#### Flower and Gardening Stalls (Note 1)

- Ornamental plants (such as flowers, annuals, perennials, and bulbs etc.)
- Potted edible plants
- Plant seeds
- Pots and containers, gardening tools and equipment
- Fertilizer and growing mediums

#### Handicraft Stalls (Note 1)

- Handicrafts relating to gardening and horticulture (such as flour flower and paper clay flower)
- Ornamental rocks and stones, sandalwood, porcelain, and the like relating to gardening and horticulture
- Essential oils

#### Note (1):

**Sale of commodities other than the authorised items as listed above, including but not limited to those item listed below are not allowed at the Flower and Gardening Stalls and Handicraft Stalls:**

- (i) Food products and fruit,
- (ii) Dried seafood and other processed aquatic products (such as shark fins, abalones, fish maw, scallops, oysters and trepangs etc.),
- (iii) Lap-mei products (such as preserved Chinese sausages, preserved pork, and preserved ducks),
- (iv) Chinese herbs and their products (such as plants, roots, animal parts and herbal concoctions).

#### Photographic Equipment Stalls

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

#### Book Stall

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

#### Remarks

- (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 certain air plants) is subject to licensing control administered 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\$10 million and imprisonment for 10 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, etc.) must possess a Pesticides Licence issued by the Agriculture, Fisheries and Conservation Department (AFCD) and comply with the licence conditions. All premises for carrying out the pesticides business should be shown on the licence. 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.

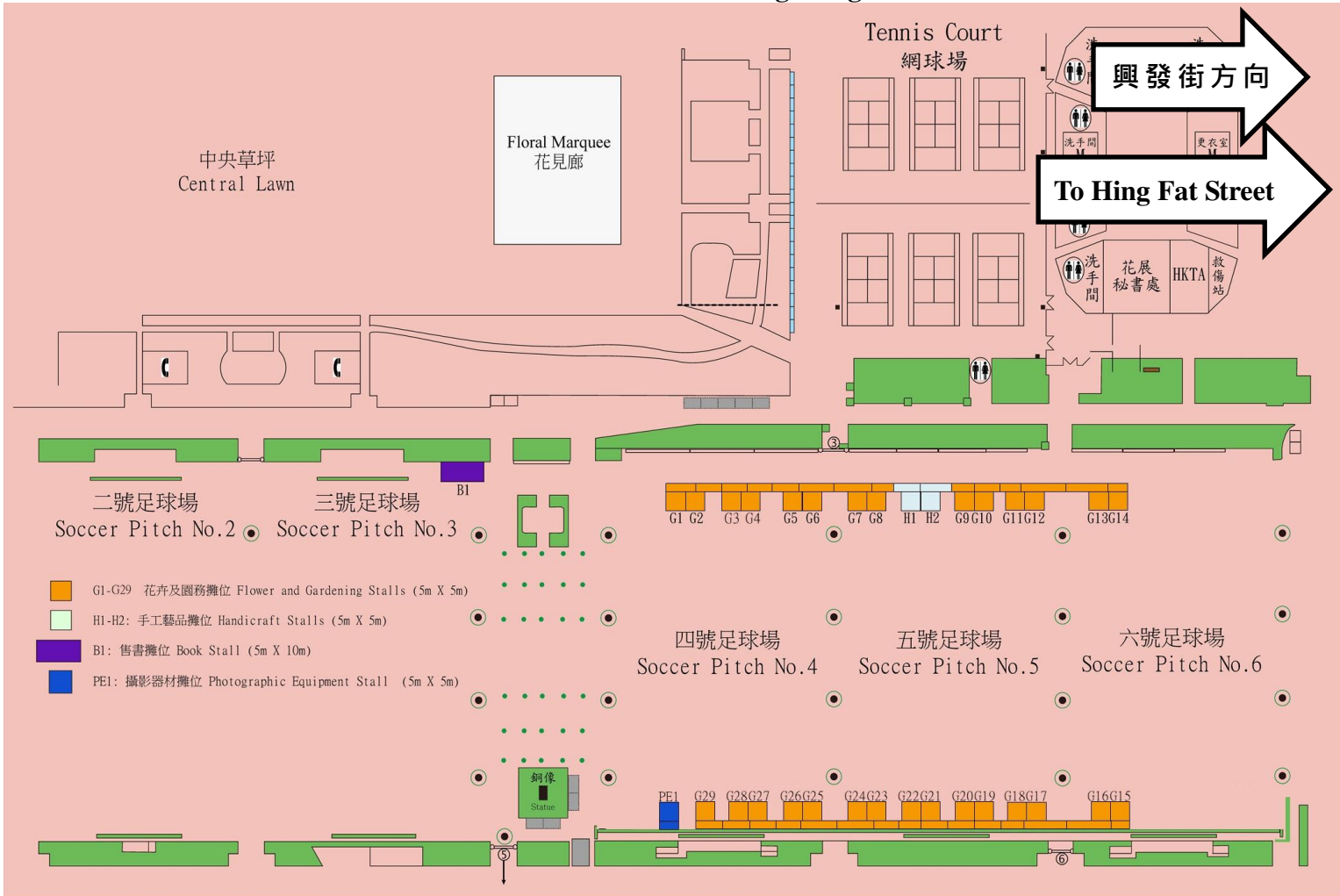
- (3) Under the Genetically Modified Organisms (Control of Release) Ordinance (Cap. 607), any person who knowingly cultivates seeds (e.g. seeds of pest-resistant GM maize), cut flowers (e.g. violet or blue GM carnation and violet or blue GM rose) or plants (e.g. GM petunia) of unapproved GM plants, or 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 or goods which infringe any Intellectual Property Rights or any Other Rights of any person 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 at its own costs and expenses all licences, permits and/or authorisation necessary for conducting the Business at the Event.

### 附表 3

## THIRD SCHEDULE

### 二零二二年香港花卉展覽商業攤位位置圖

### Location Plan of Commercial Stalls at Hong Kong Flower Show 2022



### 商業攤位的數目、攤位編號、面積、底價及保證金

### Number, Stall numbers, Size, Upset price and Security Deposit 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	保證金 Security Deposit
攝影器材攤位 Photographic Equipment Stall	1	PE1	5 x 5	\$11,370	\$4,360 (每個攤位計) (For each stall)
手工藝品攤位 Handicraft Stall	2	H1 – H2	5 x 5	\$11,370	
售書攤位 Book Stall	1	B1	5 x 10	\$7,750	
花卉及園務攤位 Flower and Gardening Stall	29	G1 – G29	5 x 5	\$11,370	

商業攤位的許可範圍及設備供應如下：

The Licence Area and the equipment supply for the Commercial Stalls are listed as below:

	<b>Licence Area</b> 許可範圍	<b>Lighting</b> 照明設備	<b>Electrical Installations</b> 電力裝置
(b)	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>
(c)	Handicraft Stall (5m x 5m)  手工藝品攤位 (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)	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>
(e)	Flower and Gardening Stall (5m x 5m)  花卉及園務攤位 (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>

## 附表 4

### FOURTH SCHEDULE

二零二二年香港花卉展覽

綠色約章

#### **Green Event Charter for Hong Kong Flower Show 2022**

##### 承諾

##### **Our Pledge**

我們願意以身作則，致力推動環保，為下一代締造綠色、可持續發展、低碳的環境。我們承諾，在花展活動中盡量使用低碳環保友善物料，避免過度包裝，減少產生廢物，包括盡量避免使用即棄物品，並盡量捐贈／回收剩餘物資。

We will be a role model in protecting the environment and creating a green, sustainable and low-carbon environment for our next generation. We pledge to maximise the use of low carbon and environmentally friendly materials, avoid excessive packaging and reduce waste generation during the Flower Show, including minimising the use of disposable items and donating/recycling leftover materials as far as possible.

##### 行動

##### **Our Actions**

我們會在花展中時刻遵循低碳和 3R 原則，減少碳排放和惜物減廢：

Throughout the Flower Show, we will reduce carbon emission, make the most out of all resources, and reduce waste by following the low carbon and 3R principle, respectively:

##### **低碳原則 (LOW-CARBON PRINCIPLE)**

##### **低碳採購 (LOW-CARBON PROCUREMENT)**

- ✓ 及早規劃，避免過度採購
- ✓ 選購環保產品，特別是包裝物料
- ✓ Plan the resources as early as possible to avoid over procurement
- ✓ Purchase environmentally friendly materials, especially packaging materials

##### **低碳經營 (LOW-CARBON OPERATION)**

- ✓ 鼓勵職員正確分類回收物
- ✓ 遵守《噪音管制條例簡介》
- ✓ 遵守《戶外燈光裝置業界良好作業指引》
- ✓ Encourage staff to recycle properly
- ✓ Observe the good practices in the “A Concise Guide to the Noise Control Ordinance”
- ✓ Observe the good practices in the “Guidelines on Industry Best Practices for External Lighting Installations”



## 低碳交通 (LOW-CARBON TRANSPORT)

- ✓ 規劃物流，實行低碳運輸
- ✓ 使用公共交通工具出行
- ✓ Plan on logistics to practise a low-carbon transport mode
- ✓ Come to the venue by public transport

## 3R 原則 (3R PRINCIPLE)

### 減少使用(REDUCE)

- ✓ 減少用紙，改以電子渠道與客戶溝通
- ✓ 減少使用包裝物料、膠袋和不織布袋
- ✓ 減少攤位裝飾
- ✓ 避免選用發泡膠板作展示材料，應採用可回收的環保物料
- ✓ 減少派發紀念品
- ✓ 避免派發即棄塑膠物品
- ✓ Communicate with our customers through electronic means to reduce paper consumption
- ✓ Avoid the use of packaging materials, plastic bags and non-woven bags
- ✓ Keep our decoration simple
- ✓ Avoid using foam boards as display materials and adopt recyclable green materials
- ✓ Reduce the distribution of souvenirs
- ✓ Avoid giving out disposable plastic items

### 重複使用(REUSE)

- ✓ 盡量保留花展所用的物資（包括裝飾），於日後活動中重用
- ✓ 捐贈可重用的物品予社福機構
- ✓ Retain the materials used in the Flower Show (including decoration) for future use as far as possible
- ✓ Donate reusable items to social welfare organisations

### 回收再造(RECYCLE )

- ✓ 盡量回收各種物資
- ✓ 於源頭為可回收物分類
- ✓ 保持回收物清潔
- ✓ 回收園林廢物
- ✓ Recycle various materials as far as possible
- ✓ Sort recyclables at source
- ✓ Keep recyclables clean
- ✓ Recycle yard waste

我們的團隊承諾會持續提升環保工作的成效，為保護環境共同努力。

Our team pledges to keep up our efforts in environmental protection and work towards a green community.

# 附表 5 Fifth SCHEDULE

## 二零二二年香港花卉展覽場地平面圖(1st Plan) Layout Plan of Hong Kong Flower Show 2022

