

## INTERPRETATION

1. In the Tender Document and the Contract, the following words and expressions have the meaning hereby assigned to them except when the context otherwise requires -

<b>“Authorised Officer”</b>	means the officer(s) appointed from time to time by the Government Representative to be responsible for management of the Hong Kong Wetland Park at Tin Shui Wai, New Territories, Hong Kong
<b>"the Contract" or “this Contract”</b>	means the contract made between the Government and the Contractor for the supply of the Services on the terms set out in the Tender Document (and where applicable in the form submitted by the Contractor to the Government as part of its tender, and accepted by the Government), a full copy of which is enclosed under cover of the Memorandum of Acceptance despatched by the Government to the Contractor pursuant to Clause 9 of the Terms of Tender for identification purposes.
<b>"Contract Deposit"</b>	means the deposit as more particularly described in Clause 16 of the Special Conditions of Contract.
<b>"Contract Period"</b>	means the period specified in Clause 1 of the General Conditions of Contract and includes any extension thereto pursuant to the applicable provisions of the Contract.
<b>"Contractor"</b>	means the Tenderer whose tender is accepted.
<b>“Department” or “AFCD”</b>	means the Agriculture, Fisheries and Conservation Department.
<b>“Estimated Contract Sum”</b>	means the total amount payable over the Contract Period as specified in Schedule 2.
<b>“Financial Year”</b>	means a yearly period falling within the Contract Period commencing 1 April each year and ending 31 March the next year but if the Contract Period does not commence

on 1 April, then the first Financial Year shall be the first date of the Contract Period and ending on the first 31 March falling within the Contract Period; and the last Financial Year shall be the last 1 April falling within the Contract Period and ending on the last day of the Contract Period.

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

**“Government Account”** has the meaning given to it in Clause 3.1(b) of Schedule 4.

**“Government Revenue”** has the meaning given to it in Clause 3.1(a) of Schedule 4.

**“Government Representative”** means the Director of Agriculture, Fisheries and Conservation acting for and on behalf of the Government and any other officer nominated by the Director of Agriculture, Fisheries and Conservation from time to time for the purpose of this Contract.

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

**“Hong Kong Wetland Park” or “HKWP” or “Park”** means the Hong Kong Wetland Park located at Wetland Park Road, Tin Shui Wai, New Territories, Hong Kong.

**“Inspecting Officer”** means the officer appointed by the Government Representative for the purpose of inspecting the Services performed in pursuance of the Contract.

**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 of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

- “Invitation to Tender”** means this invitation to tender issued by the Government inviting tenders for the Contract on the terms set out in the Tender Document.
- “Month” or “Monthly” or “month”** means a calendar month.
- “Monthly Payment”** has the meaning given to it in Clause 4(b) of the General Conditions of Contract.
- “person”** includes any individual, corporation, firm and unincorporated body.
- “Public Body” and “Public Officer”** have the meanings given to them in the Interpretation and General Clauses Ordinance, Cap. 1.
- “Rates”** means the rates specified in Schedule 2.
- “Schedules”** means the Schedules for Contract hereto attached to the Tender Document.
- “Services”** means all services, duties and obligations to be provided or performed by the Contractor under the Contract including in particular the services referred to in Clause 2 of the Special Conditions of Contract and in Schedule 4.
- “Staff”** means the staff to be deployed by the Contractor for performing the Services.
- “Supervisor”** means a person deployed by the Contractor to fill in the role of a supervisor.
- “Teller”** means a person deployed by the Contractor for selling tickets and collecting fees at Ticket Office of the Hong Kong Wetland Park.
- “Tender Closing Date”** means the latest date and time (Hong Kong Time) by which tenders must be lodged.
- “Tender Document”** means the set of tender documents issued by the

Government for this Invitation to Tender comprising the Tender Form (G.F.231), this Interpretation, the Terms of Tender, the General Conditions of Contract, the Special Conditions of Contract, the Schedules and Annexes. These documents shall be referred to throughout the Tender Document or the Contract by their titles as specified herein.

- “Tenderer”** means the company who has submitted a tender in response to this Invitation to Tender.
- “tickets”** means tickets required for admission to the Hong Kong Wetland Park included but not limited to the following types:
- single entry (adult)
  - single entry (child/student/senior)
  - semi/annual pass (adult)
  - semi/annual pass (child/student/senior)
  - family pass
  - temporary ticket (adult)
  - temporary ticket (child/student/senior)
  - ticket coupon (adult)
  - ticket coupon (child/student/senior)
- “Ticket Office”** means the premises at Hong Kong Wetland Park named as Ticket Office.
- “working day” or “Business Day”** means any day excluding Saturdays, Sundays, public holidays (as defined in the Interpretation and General Clauses Ordinance), and excluding a day on which the Tropical Cyclone Signal No. 8 or above is hoisted or Black rainstorm signal is in force, throughout the bank normal opening hours.

2. Unless the context otherwise requires, words and expressions in the singular include the plural and vice versa; words and expressions importing the masculine gender include the feminine and neuter gender and vice versa.
3. Section or clause headings to any provision, schedule, annex and other attachments of this document are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this document.
4. Where in a document there is a reference to a clause, sub-clause, schedule, annex or attachment by number or letter (whether in upper or lower case), and not in

conjunction with an ordinance or regulation, such reference shall be construed as a reference to the clause, sub-clause, schedule, annex or attachment of that number or letter contained in that document.

5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
6. References to “associate” of a person shall mean:
  - (a) a relative or partner of that person; or
  - (b) a company one or more of whose directors is in common with one or more of the directors of that person;

For the purposes of Clause 6:

“director” shall mean any person occupying the position of a director by whatever name called and includes, without limitation, a de facto or shadow director; and

“relative” shall mean the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parent and the adopting parent and a step child to be a child of both the natural parent and the step parent;

7. References to “associated person” of a person shall mean:
  - (a) any person who has control, directly or indirectly, over that person; or
  - (b) any person who is controlled, directly or indirectly, by that person; or
  - (c) any person who is controlled by, or has control over, the first-mentioned person in (a) or (b);

For the purposes of Clause 7, a person having “control” over another person shall mean the power of that person to secure:

- (a) by means of the holding of shares or interests or the possession of voting power in or in relation to the second-mentioned person or any other person; or
- (b) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that second-mentioned person or any other person; or
- (c) by virtue of holding office as director in that second-mentioned person or any other person;

that the affairs of that second-mentioned person are conducted in accordance with the wishes of the first-mentioned person; for the avoidance of doubt, without prejudice to the generality of the foregoing, the holding of 30% or more of shares or interests or voting power shall be deemed to be sufficient control to ensure such happening;

8. The Government Representative may exercise all rights and powers of the Government under the Tender Document and the Contract.