

## PART D

*(Please complete and insert this Tenancy Agreement into the "Fees Proposal Envelope")*

### **TENANCY AGREEMENT**

AN AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

BETWEEN the Chief Executive on behalf of the Government  
of the Hong Kong Special Administrative Region (hereinafter  
called the Landlord) of the one part and

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called "the Tenant"\*) of the other part.

(\* insert full name(s) and address(es) as applicable.)

#### **WHEREBY IT IS AGREED AS FOLLOWS:**

1. The Landlord lets and the Tenant takes from the date of commencement of the tenancy specified in the First Schedule ALL THAT piece of parcel of ground short particulars of which are set out in the First and Second Schedules hereto and for the purpose of identification only shown coloured pink on the Figure 3 plan in the Second Schedule and which are hereinafter referred to as "the premises" for the term at the Monthly Fee and for the purpose(s) specified in the First Schedule.
2. The Tenant hereby agrees with the Landlord as follows :-
  - (a) to pay the said Monthly Fee on the days and in the manner specified in the First Schedule;
  - (b) not to use or permit or suffer the use of the premises or any part thereof other than such purposes as are specified in the First Schedule;
  - (c) not to cause, permit or suffer any part of the premises to be used for residential purposes;
  - (d) not to use the premises or permit or suffer the same to be used for any illegal or immoral purpose;

- (e) not to assign, mortgage, charge, demise, underlet, part with the possession or otherwise dispose of the premises or any part thereof or any interest therein or enter into any agreement so to do;
- (f) to pay, if so required by the Landlord, all charges in connexion with the supply of electricity, gas and mains water to the premises;
- (g) not to make any alterations, demolition or additions to the premises without the prior permission in writing of the Landlord;
- (h) not to do or cause to be done upon the premises anything which is or might be an annoyance damage or nuisance to the Landlord or adjoining owners or occupiers;
- (i) to maintain and keep at all times the premises together with all fixtures and fittings therein in good tenantable repair (fair wear and tear only excepted) and in a clean and sanitary condition and to yield vacant possession thereof in such condition and repair at the end or sooner termination of the tenancy hereby created;
- (j) to permit the Landlord, his servants or agents with or without workmen at all reasonable times to enter upon the premises to view the state and condition thereof and forthwith (so far as the Tenant is liable) to execute all repairs and works required to be done by written notice given by the Landlord; provided that if the Tenant shall not commence to carry out such requirements within one calendar month (or sooner, if required) after service of such notice or shall not proceed diligently with the same, it shall be lawful for the landlord to enter upon the premises and to execute such repairs and works and the cost thereof shall be a debt due from the Tenant to the Landlord and shall be forthwith recoverable as Monthly Fee;
- (k) to indemnify and keep indemnified the Landlord against all actions, sanctions, suits, costs, claims, demands and expenses whatsoever arising directly or indirectly out of or in connection with the occupation and use of the premises by the Tenant;
- (l) to pay discharge all existing and future rates, taxes, assessments, duties, and outgoing whatsoever (if any) which are now or during the term of the tenancy shall be imposed, assessed or charged upon the premises or the Tenant in

respect thereof; and

- (m) to take all reasonable precautions to protect the premises from damage by fire, storm, typhoon or the like.
- (n) to observe and comply with all Ordinances, regulations, by-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the premises, or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Tenant or any employee, agent or licensee of the Tenant and without prejudice to the foregoing to obtain at the Tenant's own expense any licence, approval or permit required by any Government department or other competent authority in connection with the Tenant's use or occupation of the premises prior to the commencement of the Business on the premises and to maintain the same in force during the term of the tenancy hereby created and to indemnify the Landlord against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance and non-compliance with this provision.
- (o) to perform and observe the obligations on the Tenant's part contained in the Special Conditions as set out in the Fourth Schedule hereto.
- (p) to prohibit the Tenant's employees engaged in the execution of the agreement from soliciting or accepting advantages as defined in the Prevention of Bribery Ordinance.

3. The Landlord hereby agrees with the Tenant as follows :-

To permit the Tenant on his duly paying the rent and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the premises without any interruption from the Landlord or anyone lawfully claiming under or in trust for the Landlord until such time as this agreement is terminated.

4. It is hereby mutually agreed as follows :-

- (a) the Tenant shall deposit with Treasury a sum equivalent to three months' Monthly Fee as security for the due and faithful performance of this agreement at least seven (7) days before execution or signing of this agreement;

- (b) without prejudice to any other remedies available to the Landlord the sum of HK\$ \_\_\_\_\_ being the equivalent of three months' Monthly Fee which has been deposited with the Treasury of Hong Kong under Miscellaneous Receipt No. \_\_\_\_\_ dated the day of \_\_\_\_\_ as security for the due performance of this agreement shall be forfeited to the Landlord if the Tenant fails to comply with any of the provision of this agreement and any monies due to the Landlord but unpaid by the Tenant after the due date for payment thereof may be deducted by the Landlord from such deposit without determination of this agreement;
- (c) if any deduction is lawfully made from the deposit during the continuance of this agreement, without determination thereof, the Tenant shall, within fourteen days after such deduction, make up the deposit to the original sum of HK\$ \_\_\_\_\_ being the equivalent of three months' Monthly Fee;
- (d) the Landlord shall, as soon as is convenient after the expiry or earlier termination of this agreement and upon the Tenant delivering up vacant possession of the premises to the Landlord in accordance with the provisions herein contained and upon the Tenant duly observing and performing the Tenant's obligations hereunder, return to the Tenant without any interest, any sum deposited in accordance with the provisions of this clause after deducting therefrom any sum due from the Tenant to the Landlord and upon production of receipted bills in respect of closing accounts of rates, fuel, water and telephone charges;
- (e) that in case the Monthly Fee reserved or any part thereof shall be in arrear and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not) or if any of the obligations on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods then and in any of the said causes it shall be lawful for the Landlord at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole, and thereupon this agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of any of the Tenant's obligations herein contained, and in

the event of such re-entry the Monthly Fee already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;

- (f) the tenancy hereby created may be terminated at any time by either party giving to the other not less than three (3) calendar months' notice in writing to that effect to expire at any time;
- (g) the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject to the Special Conditions contained in the Fourth Schedule hereto;
- (h) any notice to be served by the Landlord on the Tenant under the terms of this agreement shall be duly served if addressed to the Tenant and left or sent by prepaid post to the premises or to the last known or registered address of the Tenant;
- (i) upon termination of this agreement whether by effluxion of time or otherwise the Tenant shall forthwith deliver up vacant possession of the premises to the Landlord and if the Tenant shall fail or refuse to do so the Landlord may enter the premise and remove any person or property found therein;
- (j) if so required by the Landlord, on the termination of this agreement to demolish and remove at the Tenant's own expenses and to the satisfaction of the Landlord any building, structure, foundation, paving or other surfacing which is then standing on or form part of the premises and thereafter landscape the premises without any compensation thereof being paid by the Landlord to the Tenant.
- (k) wherever in this agreement it is provided that:
  - (1) the Landlord or his duly authorised officers shall or may carry out works of any description (whether on behalf of the tenant or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his duly authorised officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by his duly authorised officers; or

- (2) the prior approval or consent in writing of the Landlord or his duly authorised officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion; and
- (1) that where the context so admits or requires the expression “Tenant” shall mean the party entering into and signing /executing this agreement and shall include his executors and administrators or in the case of a occupation its successors and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.

5. Execution of Tenancy Agreement

The Tenant shall execute the Tenancy Agreement on or before possession of the premises is to be given by Government upon notice.

AS WITNESS WHEREOF the Director of Agriculture, Fisheries and Conservation being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Landlord and the Tenant has set his hand hereto/has caused its Common Seal to be affixed hereto the day and year first above written.

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Signed by the Tenant/sealed  
with the Common Seal  
of the Tenant and signed by

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Signed by the Director of Agriculture,  
Fisheries and Conservation

in the presence of

in the presence of

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Witness Name:  
HKID Card No.:  
Address:

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Witness Name:  
HKID Card No.:  
Address: