

TENDER NOTICE**INVITATION TO TENDER FOR A LICENCE OF
THE THIRTY-NINE (39) ADVERTISING AREAS ON PORTIONS OF THE
WALLS AT THE RESTRICTED AREA OF
HONG KONG – MACAU FERRY TERMINAL,
SHEUNG WAN, HONG KONG
(Tender Reference No. : MFT3001)**

Tenders are invited for a licence of the thirty-nine (39) advertising areas on portions of the walls at the restricted area of Hong Kong – Macau Ferry Terminal, Sheung Wan, Hong Kong (hereinafter referred to as “**the Advertising Areas**”) which are for identification purpose only shown coloured pink on the plans (Plan Nos. MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 and MFT3001-7) annexed to the form of Licence Agreement annexed hereto (hereinafter referred to as “**the Form of Licence Agreement**”) for a term of two (2) years commencing on a date to be specified by the Senior Marine Officer/Ferry Terminals, Marine Department for the purpose of installation, operation, management, maintenance and control of the Advertising Display Systems (as defined in the Form of Licence Agreement) within the Advertising Areas for the display of advertisements as shall be approved in writing by the Licensor and on such terms and conditions as set out in the Licence Agreement referred to in paragraph 11 of the Tender Notice.

2. **The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) does not bind itself to accept the highest tender or any tender submitted. The Government reserves the right to negotiate with any tenderer about the terms and conditions of the offer including the fixed monthly licence fee (exclusive of rates, charges, taxes, assessments, duties and any other outgoings whatsoever) offered by the tenderer in paragraph 1 of the Form of Tender annexed hereto. The Government will consider the past or current performance of the tenderers as licensees or tenants of the Government both in examining any tender submitted and in deciding whether or not to award the tender. The decision of the Government on whether or not to award the tender shall be final.**

3. Tenderers **MUST** state in the Form of Tender annexed hereto the **FIXED** monthly licence fee (exclusive of rates, charges, taxes, assessments, duties and any other outgoings whatsoever) they are prepared to offer to the Government for the above licence. **Any tender submitted which is not in conformity with the requirement set out in this paragraph will not be considered by the Government.**

4. A tender should be:

- (a) made in **DUPLICATE** in the Form of Tender annexed hereto; and
- (b) enclosed in a sealed envelope addressed to “**The Chairman, Marine Department Tender Committee, Marine Department**” and clearly marked: “**Tender for a Licence of the Thirty-nine**”

(39) Advertising Areas on Portions of the Walls at the Restricted Area of Hong Kong – Macau Ferry Terminal, Sheung Wan, Hong Kong (Tender Reference No.: MFT3001)” on the outside of the envelope.

5. (a) A tender **MUST** be deposited in the **Marine Department Tender Box situated at the Public Waiting Area (outside Room 308, Central Marine Office) on 3rd Floor, Harbour Building, 38 Pier Road, Central, Hong Kong (“the Specified Tender Box”)** before 11:00 a.m. (Hong Kong time) on the **15th day of March 2024** (hereinafter referred to as “**the Tender Closing Date**”). In case a tropical cyclone warning signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions” announced by the Government is/are in force at any time between 9:00 a.m. and 11:00 a.m. (Hong Kong time) on the Tender Closing Date, the Tender Closing Date will be postponed to 11:00 a.m. (Hong Kong time) on the following working day (a working day means a day in a calendar year but excluding Saturdays and general holidays within the meaning of the General Holidays Ordinance (Cap. 149)) on which no tropical cyclone warning signal No. 8 or above, black rainstorm warning signal and “extreme conditions” announced by the Government is/are in force for any duration between 9:00 a.m. and 11:00 a.m. (Hong Kong time).

In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 11:00 a.m. (Hong Kong time) on the Tender Closing Date, the Government will announce extension of the Tender Closing Date until further notice. In such case, the Government will announce the extended tender closing date as soon as practicable after the removal of the blockage. The above announcements will be made via press releases on the website of the Information Services Department (<https://www.info.gov.hk/gia/general/today.htm>). **Any tender submitted which is not in conformity with the requirement set out in this paragraph 5(a) will not be considered by the Government.**

- (b) Late tenders and tenders not deposited in the Specified Tender Box will not be considered by the Government.
- (c) The Form of Tender referred to in paragraph 3 of the Tender Notice must be signed or executed by the tenderer. **Any tender submitted which is not in conformity with the requirement set out in this paragraph 5(c) will not be considered by the Government.**

- (d) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Tender, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Tender Notice or in the Form of Tender or in the Form of Licence Agreement. The Government may not consider or assess any tenders submitted which did not comply with the requirement contained in this paragraph 5(d) or any tenders submitted with any insertion, deletion or alteration of or to any terms or conditions in this Tender Notice or in the Form of Tender or in the Form of Licence Agreement.

6. All tenderers should submit all the required information and documents including but not limited to the documents as referred to in paragraph 10 of this Tender Notice before the Tender Closing Date or such other date as the Tender Closing Date may be postponed or extended according to paragraph 5(a) of this Tender Notice (“**the Extended Tender Closing Date**”). The Government reserves the right to request the tenderer to make clarification in relation to the tender submitted or submit the required information or document which is found missing in the tender submitted within a stipulated period after the Tender Closing Date or the Extended Tender Closing Date (as the case may be). If no such request has been made by the Government or the tenderer fails to make the requested clarification or submit the requested information or document within the stipulated period in the request, tender evaluation would be conducted based on the available information and documents.

7. TENDERERS shall SUBMIT WITH THEIR TENDERS **a CASHIER’S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month’s licence fee tendered** made payable to “**The Government of the Hong Kong Special Administrative Region**”. If a cashier’s order is submitted, it must be issued by a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** on which it is drawn for payment up to the 12th day of July 2024. All cashier’s orders or cheques will be retained uncashed until a decision has been made on the tenders submitted. If a tender is accepted, the cashier’s order or cheque submitted therewith will be treated as **part payment of the security deposit** as required under the Licence Agreement to be entered into between the Government and the successful tenderer under paragraph 11 of this Tender Notice. The cashier’s orders and cheques of unsuccessful tenderers will be returned to them at the respective addresses shown on their respective tenders. The Government reserves the right to seek clarification from the tenderer on the submission of cashier’s order or cheque by the tenderer. In the event that clarification is requested by the Government for the submission of cashier’s order or cheque by the tenderer, the tenderer should respond by the date specified in the Government’s request or if no date is specified in the Government’s request, within one week from the date of the Government’s request. If within the time prescribed aforesaid, the tenderer fails to respond to the Government’s request or fails to submit the required cashier’s order or cheque that complies with the requirements set out in this paragraph 7 pursuant to the

Government's request, **the tender submitted by the tenderer will not be further considered by the Government.**

8. Tenderers are advised to note that save and except for the display of advertisements of advertisers on the Advertising Display Systems or the Advertising Areas in accordance with the terms and conditions of the Licence Agreement, the successful tenderer shall not assign, sub-license, mortgage, demise, sublet, underlet, charge, share or part with the possession of or otherwise dispose of the Advertising Areas or any part thereof or the Advertising Display Systems or any structure or structures thereon or any interest therein or enter into any agreement so to do, except with the prior written approval of the Government who may, in granting such approval, impose such conditions as the Government may in its absolute discretion think fit and the decision of the Government shall be final and binding on the successful tenderer.

9. (a) A tenderer which is a subsidiary company should clearly state the name of its holding company and its correspondence address, the name of its contact person, its telephone number and facsimile number.

(b) The person who signs a tender as a tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal in Part C of the Information of tenderer in the Form of Tender.

(c) If the tenderer is a sole proprietor, the tender must be made in the name of such sole proprietor trading as a firm or business in sole proprietorship. If the tenderers are a firm or other body unincorporated, the tender must be made in the name of such persons trading as a firm or business in partnership or body unincorporated. **Any tender submitted which is not in conformity with the requirement contained in this paragraph 9(c) will not be considered by the Government.**

(d) After the award of the tender, the Government shall have the right to disclose the identity of the successful tenderer and its holding company (if any) in response to public/media enquiries. The Government reserves the right to announce the tender results without the need to seek the prior agreement of the successful tenderer and its holding company (if any).

10. (a) **A tenderer who is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or body unincorporated should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business**

Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business or body unincorporated.

- (b) **A tenderer which is a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of tender submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company.**

11. If a tender is accepted, the successful tenderer shall be the licensee of the Advertising Areas and the successful tenderer shall be notified of the acceptance of its tender by a letter of acceptance from the Government posted to it at or delivered to the address stated in its Form of Tender. The letter of acceptance shall constitute a binding contract. Subsequent to the issue of the letter of acceptance by the Government, the successful tenderer shall within fourteen (14) calendar days of being called upon by the Government by a letter posted to it at or delivered to the address stated in its Form of Tender so to do (i) sign or in the case of a corporate body duly execute under its common seal in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Marine Department a licence agreement which shall commence on the Date of Commencement (as defined in the Second Schedule to the Form of Licence Agreement) (“**the Licence Agreement**”) based on the Form of Licence Agreement and the plans annexed thereto with such changes as may be made by the Government pursuant to the tender of the successful tenderer, and (ii) pay to the Government the **balance of security deposit and first month’s licence fee** due under the Licence Agreement. Where the successful tender has been made on behalf of a principal, the principal shall himself sign or execute the Licence Agreement and the plans annexed thereto. Where the successful tender has been made by or on behalf of a partnership, each partner shall sign or execute the Licence Agreement and the plans annexed thereto. If the successful tenderer shall fail to duly sign or execute the Licence Agreement and the plans annexed thereto or pay the **balance of security deposit and first month’s licence fee** to the Government within the time limit as aforesaid, the Government may either enforce or cancel the tender. On cancellation, the sum submitted with the successful tender as **part payment of security deposit** and any sum paid as balance of security deposit shall, without prejudice to the Government’s right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant the licence to install, operate, manage, maintain and control the Advertising Display Systems within the Advertising Areas to other parties or

invite tenders or otherwise deal with the Advertising Areas at such time and in such manner as the Government shall deem fit.

12. Subject to the due signing or execution of the Licence Agreement and the plans annexed thereto, and to the payment of the **balance of the security deposit and first month's licence fee** as hereinbefore provided, the right and licence to use and occupy the Advertising Areas under the licence will be given to the successful tenderer on the Date of Commencement (as defined in the Second Schedule to the Licence Agreement) which will not be later than three (3) months from the date on which the Licence Agreement and the plans annexed thereto are signed or executed. The successful tenderer will be notified by a letter from the Senior Marine Officer/Ferry Terminals, Marine Department of the date on which the right and licence to use and occupy the Advertising Areas under the licence will be given and the date from which the term of the licence shall commence.

13. All tenders submitted shall remain valid and open for acceptance from the Tender Closing Date or the Extended Tender Closing Date (as the case may be) until the 12th day of July 2024 and shall remain binding upon the tenderers and may be accepted by the Government at any time up to the expiry of the said validity period. The Government will consider and assess all tenders submitted which comply with all the terms and requirements of this Tender Notice.

14. (a) A tenderer and its directors, employees and agents should not communicate to any person other than the Marine Department the amount of licence fee tendered, adjust the amount of licence fee tendered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tender is awarded. If a tenderer is in breach of or fails to comply with this paragraph or is in breach of its warranty given in paragraph 7 of the Form of Tender, without affecting its liability for such breach or non-compliance, the Marine Department may invalidate its tender without payment of any compensation. The tenderer will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present tender and any subsequent tender(s) arising from or incidental to the invalidation.

(b) Paragraph 14(a) hereof shall have no application to the tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the licence fee tendered and communications in strict confidence with its consultants or professional advisors to solicit their assistance in preparation of tender submission.

15. Tenderers and their directors, employees and agents shall not offer any

advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the tender exercise. If a tenderer or his director, employee or agent offers any advantage as defined in the said Ordinance to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the tender exercise or commits any offence under the said Ordinance in relation to the tender exercise, the Marine Department will invalidate its tender without payment of any compensation and any payment of security deposit and first month's licence fee made will not be refunded. The tenderer will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present tender exercise and any subsequent tender(s) exercise arising from or incidental to the invalidation.

16. Tenderers shall note, observe and comply with the additional terms and conditions as specified in the Schedule hereto.

17. The successful tenderer shall accept the Advertising Areas in such state and condition as existing on the date on which the right and licence to use and occupy the Advertising Areas under the licence is given and all tenderers are advised to inspect the Advertising Areas and conduct a survey of the Advertising Areas at their own costs and expenses to ascertain the physical condition or state or safety of the Advertising Areas prior to submitting the tender. If tenderers wish to conduct a site inspection of the Advertising Areas, they shall on or before the 7th day of March 2024 contact the officer referred to in paragraph 20 of this Tender Notice for arrangement.

18. The result of the tender exercise will be available on or before the 12th day of July 2024. Tenderers who do not receive any notification from the Government of the acceptance of their offers by the said date may consider their tenders not being accepted.

19. (a) **In addition to name and address, the tenderer should provide its telephone number, facsimile number and Business Registration Number, and in the case of a sole proprietor/partners, the identity document number of the sole proprietor/ all the partners, in the case of a corporate body, its Company Number. If the tenderer fails to provide the above data, the Government may not consider its tender;**

(b) **All personal data submitted by tenderers together with any information on the tenderers' performance or breach of any terms and conditions of the tenancy or licence of any Government sites or premises, whether past, current or future (collectively, "data and information") will be used (including disclosed) for the purpose of this tender exercise by the Government and may be transferred by the Marine**

Department to other Government departments to be used for such purpose. The data and information may also be used for consideration of other tenders by the Government at any time and the data and information may be transferred by the Marine Department to other Government departments to be used for such purpose; and

- (c) **An individual to whom the personal data belongs has a right to request access to and correct his personal data in the Form of Tender pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Marine Department at the address stated in paragraph 20 of this Tender Notice.**

20. Any enquiry in relation to this tender should be addressed to:

Marine Department,
3/F., Shun Tak Centre,
200 Connaught Road Central,
Hong Kong
(Attn : Mr. Philip WONG
Tel. No.: 2547 1121 and Fax No.: 2559 4976)

21. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective tenderer shall be for guidance and reference purposes only. Such statement shall not be deemed to form part of this Tender Notice and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Notice or the Form of Licence Agreement.

22. (a) Notwithstanding anything to the contrary in this Tender Notice and without prejudice to the Government's right to cancel the invitation for tender, at any time after the Tender Closing Date or the Extended Tender Closing Date (as the case may be) but before a tender is accepted, the Government reserves the right to cancel the tender exercise under this Tender Notice on the ground that it is in the public interest not to accept any tender submitted or award the tender or on the ground that there are changes in requirement or circumstances after the Tender Closing Date or the Extended Tender Closing Date, as the case may be, for operational or whatever reasons; and not to make any award of the Licence Agreement. The decision of the Government to cancel the tender exercise under this Tender Notice or not to make any award of the Licence Agreement shall be final and conclusive and shall be binding on the tenderers. Upon cancellation, the cashier's orders and cheques referred to in paragraph 7 of this Tender Notice will be returned to

the tenderers at their respective addresses shown on their respective tenders and the tenderers shall have no right to claim compensation in any form from the Government arising from or incidental to the cancellation.

- (b) The Government shall have the right to arrange for a new tender exercise in respect of the Advertising Areas on such terms and conditions as the Government considers fit subsequent to the cancellation of the tender exercise under this Tender Notice.

23. Notwithstanding anything to the contrary in the Tender Notice, the Government reserves the right to disqualify a tenderer on the grounds that the tenderer or its principal (if any) has engaged, is engaging, or is reasonably believed to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest, public morals, public order or public safety of Hong Kong. For the avoidance of doubt, the word “engage” or its variants in this paragraph shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Government to disqualify the tenderer shall be final, conclusive and binding on the tenderer.

24. The Government reserves the right to amend the terms and conditions of this Tender Notice, the Form of Tender and the Form of Licence Agreement annexed hereto. Any amendments to the said documents will be in writing in the form of addendum and will be forwarded by post to all prospective tenderers known to the Government to be in receipt of the said documents from the Government.

25. A Chinese translation of this Tender Notice and the Form of Tender is attached. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender or discrepancy between the English and Chinese versions of this Tender Notice and the Form of Tender, the Government’s intention as expressed in the English version shall prevail.

The Schedule

Tenderers are advised to note that:

- (a) under Clause (3)(c)(i) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensee, i.e. the successful tenderer, shall make such arrangements, at its own cost and expense, for the supply and connection of electricity and other utility services through other part or parts of the Restricted Area (as defined in Clause (1) of the Form of Licence Agreement) to the Advertising Areas and the Advertising Display Systems as the Licensee shall require and to pay all charges in connection therewith including the deposit and the cost of installation, maintenance, repair and replacement thereof and, on the expiration or early termination of the Licence Agreement, the cost of dismantling and removing all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto from the Advertising Areas and other part or parts of the Restricted Area PROVIDED THAT the Licensee shall have no claim whatsoever against the Licensor in the event of the Licensee's failure to obtain any of such electricity supply and supply of other utility services for any reason whatsoever;
- (b) under Clause (3)(d) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensee, i.e. the successful tenderer, shall at its own cost and expense, design, erect, operate, manage, maintain and control: (i) the Advertising Display Systems, and (ii) the power supply systems, the electrical earthing systems and the supporting structures of the Advertising Display Systems, the design and the standard of which shall be satisfactory to and first approved in writing by the Licensor. The Licensee shall at its own cost and expense, submit a report on all the structures of the Advertising Display Systems to be erected or installed prepared by a Registered Structural Engineer (as defined in Section 2(1) of the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation) in all respects to the satisfaction of the Licensor under Clause (3)(d)(iii) of the Form of Licence Agreement which will be incorporated in the Licence Agreement;
- (c) under Clause (3)(d)(v) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, except for the Advertising Display Systems erected on the Advertising Areas having the sizes set out under Type J and Type K indicated on the plan annexed to the Form of Licence Agreement (Plan No. MFT3001-7) on which the display of the advertisement signs is allowed to be visible on both sides of the Advertising Areas, the advertisement signs shall be displayed on one side of the Advertising Areas only, as to which the decision of the Licensor shall be final, conclusive and binding on the Licensee, i.e. the successful tenderer.

- (d) under Clause (3)(d)(ix) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, no television display screen or occulting flashing light or sign or light that changes or displays or shows moving images or pictures or electronic moving messages shall be installed, operated, managed, maintained or displayed on the Advertising Display Systems within the Advertising Areas.
- (e) under Clause (3)(j) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensee, i.e. the successful tenderer, shall not display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind which has not previously been approved in writing by the Licensor.
- (f) under Clause (3)(l) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensee, i.e. the successful tenderer, shall not display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind connected or associated in any way:-
 - (I) with the representation of a cigarette packet or of cigarettes or of any person smoking a cigarette or of tobaccos or of cigars or of smoking pipes or of tobacco related products or of smokers' requisites including but without limitation to the generality of the foregoing, cigarette lighters, cigarette and tobacco cases and containers, matches and cigarette holders, unless such advertisement is displayed or permitted to be displayed for and on behalf of the Licensor;
 - (II) with the representation of gambling or casino industry, unless such advertisement is displayed or permitted to be displayed for and on behalf of the Licensor; or
 - (III) which affects the image of the Government.
- (g) Clause (4)(c) of the Form of Licence Agreement which will be incorporated in the Licence Agreement sets out the terms and conditions governing the deposit of Security Deposit (as defined in Clause (4)(c) of the Form of Licence Agreement) with the Government by the Licensee, i.e. the successful tenderer, and the refund of the Security Deposit upon the expiration or sooner determination of the Licence Agreement. In particular, pursuant to Clause (4)(c)(i) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, **the Security Deposit (the sum of which is equivalent to three months' fixed monthly licence fee tendered by the successful tenderer in paragraph 1 of the Form of Tender or as may be agreed between the Government and the successful tenderer after negotiation in**

accordance with paragraph 2 of the Tender Notice) paid by the Licensee, i.e. the successful tenderer, will be deposited with the Government as security for the due payment of the Licence Fee (as defined in the Fourth Schedule to the Form of Licence Agreement) (hereinafter referred to as “**Licence Fee**”), electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings as aforesaid under the Form of Licence Agreement which will be incorporated in the Licence Agreement and the due payment of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under any other agreements of any other licences or any leases or tenancies of any premises granted or to be granted by the Licensor to the Licensee, i.e. the successful tenderer (hereinafter referred to as “**Other Agreements**”) and the due performance and observance by the Licensee, i.e. the successful tenderer, of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Form of Licence Agreement which will be incorporated in the Licence Agreement and in Other Agreements. Pursuant to Clause (4)(c)(ii) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, at the expiration or sooner determination of the Licence Agreement, if there shall be any Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings contained in and any interest payable under Clause (4)(b) of the Licence Agreement and/or any licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of the Licence Agreement and any interest payable thereon in arrears, the Licensor may apply such Security Deposit towards payment of such arrears of the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings contained in and any interest payable under Clause (4)(b) of the Licence Agreement and/or such arrears of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of the Licence Agreement and any interest payable thereon, or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained in the Licence Agreement or in Other Agreements as at the date of the expiration or sooner determination of the Licence Agreement, the Licensor may apply such Security Deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Licensor may have against the Licensee, i.e. the successful tenderer, by reason of the breach and shall only pay the balance (if any) of the Security Deposit to the Licensee, i.e. the successful tenderer.

- (h) under Clause (4)(bb) of the Form of Licence Agreement which will be incorporated in the Licence Agreement, the Licensor shall have the absolute right to permit and grant such licence or licences to any party or parties in respect of the additional advertising area or areas which is or are near or adjacent to the Advertising Areas and the Licensee, i.e. the successful tenderer shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission and the grant of such licence or licences as aforesaid.

- (i) “Walls” means any types of walls or structures set out in the First Schedule to the Form of Licence Agreement which will be incorporated in the Licence Agreement.

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招標公告

招標承投香港上環港澳客運碼頭限制區

牆壁部分地方三十九(39)個廣告位的牌照

(招標編號：MFT3001)

現按本招標公告第 11 段載列的發牌協議所臚列的條款及條件，招標承投香港上環港澳客運碼頭限制區牆壁部分地方三十九(39)個廣告位(以下統稱「該等廣告位」)的牌照，以供在該等廣告位的範圍安裝、操作、管理、維修及控制只用於展示經發牌人先行給予書面批准的廣告的廣告展示系統(如發牌協議大綱所界定)。牌照期定為兩(2)年，由海事處高級海事主任/客運碼頭指定的日期起生效。該等廣告位的位置於發牌協議大綱夾附的圖則(圖則編號：MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 及 MFT3001-7)內以粉紅色標明，以資識別。

2. 中華人民共和國香港特別行政區政府(以下簡稱「政府」)不一定接納出價最高的投標書或任何一份投標書。政府有權與任何投標者商議批出牌照的條款及條件，包括投標者在夾附的投標表格內第 1 段所填寫的固定牌照月費(不包括差餉、費用、稅項、評稅、關稅及任何其他支出)。政府在審核任何一份投標書及決定是否批出標書時，會考慮投標者過往或現時作為政府物業持牌人或承租人的表現。政府就是否批出標書所作的決定，屬最終決定。

3. 投標者必須在夾附的投標表格內，填寫為承投上述牌照而提議向政府繳付的固定牌照月費(不包括差餉、費用、稅項、評稅、關稅及任何其他支出)。不符合本段所載規定的投標書，政府一概不予考慮。

4. 投標書應：

(a) 採用夾附的投標表格填寫一式兩份；以及

(b) 放入信封內封密，信封面書明「海事處投標委員會主席收」，並清楚註明「標投香港上環港澳客運碼頭限制區牆壁部分地方三十九(39)個廣告位的牌照(招標編號：MFT3001)」。

5. (a) 投標書必須在二零二四年三月十五日(以下簡稱「遞交投標書截止日期」)上午十一時(香港時間)前，放入香港中環統一碼頭道 38 號海港政府大樓 3 樓(308 室中區海事分處外)公眾等候區的海事處投標書收集箱(以下簡稱「指定投標書收集箱」)內。若於遞交投標書截止日期上午九時至十一時(香港時間)期間正懸掛八號或以上熱帶氣旋警告信號，或黑色暴雨警告或政府公布的「極端情況」正在生效，遞交投標書截止日期將延至在上午九時至十一時(香港時間)期間改發八號以下熱帶氣旋警告信號，或黑色暴雨警告信號或政府公布的「極端情況」停止生效後的首個工作天(工作天指曆年中的一日，但不包括星期六及《公眾假期條例》(第 149 章)所指的公眾假期)上午十一時(香港時間)。

若遞交投標書截止日期當天上午九時至十一時(香港時間)期間的任何時間內，前往指定投標書收集箱所在地點的公眾通道受阻，政府會宣布推遲遞交投標書截止時間，直至另行通知。當通道重開後，政府會盡快公布已推遲的遞交投標書截止日期。上述公布事項會於政府新聞處網頁以新聞稿方式宣布 (<https://www.info.gov.hk/gia/general/today.htm>)。不符合本文第 5(a)段所載規定的投標書，政府一概不予考慮。

- (b) 逾期遞交及沒有放入指定投標書收集箱的投標書概不受理。
- (c) 招標公告第 3 段所指的投標表格必須由投標者妥為簽署。不符合本文第 5(c)段所載規定的投標書，政府一概不予考慮。
- (d) 除在投標表格所顯示空位上填寫所需的資料和細節外，不得在本招標公告或投標表格或發牌協議大綱中加插、刪除或改動任何條款或條件。投標者如對本招標公告或投標表格或發牌協議大綱所載的任何條款或條件有所加插、刪除或改動，政府有可能不考慮或評審未符合第 5(d)段所載規定的投標書。

6. 所有投標者應在遞交投標書截止日期或按第(5)(a)段押後或已推遲的遞交投標書截止日期(「已推遲的遞交投標書截止日期」)前遞交全部所需資料及文件(包括但不限於本招標公告第 10 段所指的文件)。政府保留權利，可要求投標者在遞交投標書截止日期或已推遲的遞交投標書截止日期後的指定期間內(視情況而定)，就所需的資料及文件作補充說明或遞交投標書中遺漏的資料及文件。如政府沒有提出此

項要求或投標者沒有在要求指定期間內作補充說明或遞交投標書中遺漏的資料及文件，則會按所收到的資料及文件評審投標書。

7. 投標者遞交投標書時，必須附上面額相等於一個月牌照費(按投標書所提議牌照費計算)的港幣銀行本票或支票，支付予「香港特別行政區政府」。如遞交本票，該本票須由根據《銀行業條例》(第155章)第16條的規定獲妥為發牌的銀行發出。如遞交支票，該支票須經付款銀行核證為有效，保證直到二零二四年七月十二日可獲兌現。政府在對投標書作出決定前，所有銀行本票及支票均不會兌現。如投標書獲接納，隨投標書附上的銀行本票或支票將視作所支付政府與中標者按本招標公告第11段簽訂的發牌協議中所規定的部分保證金。落選投標者的銀行本票及支票將按其投標書所載地址退回。政府保留權利，可要求投標者就所提交的銀行本票或支票作出補充說明。如須按政府要求就所遞交的銀行本票或支票作出補充說明，投標者必須在政府指明的日期前回覆；如政府沒有指明日期，則須在政府提出要求的日期起計一個星期內回覆。在上述訂明的時間內，如投標者沒有回覆政府要求或依循政府要求提交符合第7段規定的銀行本票或支票，則政府不會進一步考慮投標者提交的投標書。

8. 投標者請注意，除了按發牌協議的條款及條件在廣告展示系統或該等廣告位展示廣告商的廣告外，中標者不得把該廣告位或其任何部分或其上廣告展示系統或任何構築物或其中任何權益轉讓、轉授、抵押、出租、分租、轉租、作押記、與人攤分或放棄其管有權，或以其他方式處置，亦不得訂立任何相關協議，但事先獲得政府書面批准則除外；政府倘給予批准，可行使絕對酌情權附加其認為合適的其他條件。政府的決定屬最終決定，並對中標者有約束力。

9. (a) 投標者如果是附屬公司，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼及傳真號碼。
- (b) 以投標者身分簽署投標書的人，將被視作以主事人身分行事，除非他在投標表格內聲明僅為代理人。代理人須同時在投標表格內「投標者資料」C部，說明主事人的姓名／名稱、地址及聯絡人的姓名。
- (c) 如投標者為獨資經營者，投標書必須以獨資經營商號或業務的該獨資經營者名義填寫。如投標者為商號或其他非屬法團的團體，則投標書必須以合夥或非屬法團的團體經營商號或業務的該等人士名義填寫。不符合本9(c)段所載規定的投標書，政府一概不予考慮。

- (d) 投標書批出後，政府有權應公眾／傳媒的查詢，披露中標者及其控權公司(如有)的身分。政府保留公布招標結果的權利，而無須事先獲得中標者或其控權公司(如有)的同意。
10. (a) 投標者如屬獨資經營商號或業務；又或屬合夥或非屬法團的團體經營商號或業務，須附上有效商業登記證副本及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視乎屬何種情況而定)姓名的商業登記冊內商號資料摘錄核證本。
- (b) 投標者如以法團身分投標書，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在提交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。

11. 如投標書獲接納，中標者即成為該等廣告位的持牌人。中標者將獲政府發出接納信通知，通知信會按其在投標表格上填寫的地址以郵遞或專人派遞方式送交中標者。接納信將構成具約束力的合約。中標者須於政府按其在投標表格上填寫的地址以郵遞或專人派遞方式發出通知後十四(14)日內，(i)簽署或(中標者如屬法團)以法團印章並根據中標者成立為法團所在地方的法律或另按適用的法律(須令海事處滿意)妥為簽立以政府可能按中標者標書作出修改的發牌協議大綱及夾附圖則為根據，並將於生效日期(定義見發牌協議附表 2)生效的發牌協議(以下簡稱「**發牌協議**」)；並(ii)向政府繳付根據上述發牌協議應付的**保證金餘數、首月牌照費**。如獲選的投標書由代理人代主事人提交，主事人須親身簽署或簽立上述發牌協議及夾附的圖則。如獲選的投標書由合夥公司提交，或由他人代合夥公司提交，則上述發牌協議及夾附的圖則須由每名合夥人簽署或簽立。如中標者未有在上述限期內妥為簽署或簽立上述發牌協議及夾附的圖則，或未有在上述限期內向政府繳付**保證金餘數、首月牌照費**，則政府可按是次招標的規則辦理或取消投標書。取消投標書後，隨相關獲選投標書附上作為**部分保證金及繳付作為保證金餘數**的任何款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響政府就違約而提起損害賠償訴訟的權利。同時，政府有權把在該等廣告位的範圍安裝、操作、管理、維修及控制廣告展示系統的牌照批予他人，或招標競投，或在其認為適當的時候，以其認為適當的方式處置該等廣告位。

12. 在妥為簽署或簽立上述發牌協議及夾附的圖則，並繳付前述規定的保證金餘數及首月牌照費後，該等廣告位的使用和佔用權利及牌照將於生效日期(定義見發牌協議附表 2)或不遲於中標者簽署或簽立上述發牌協議及夾附的圖則當日起計三(3)個曆月內，授予中標者。海事處高級海事主任/客運碼頭會發信通知中標者授予該等廣告位的使用和佔用權利及牌照管有權的日期及發牌協議生效日期。

13. 所有投標書由遞交投標書截止日期或已推遲的遞交投標書截止日期起至二零二四年七月十二日有效及可供接納。在上述期限屆滿前，投標書對投標者具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本招標公告所載全部條款及規定的投標書。

14. (a) 投標書批出前，投標者、其董事、僱員及代理人不得向海事處以外的任何人傳達建議牌照費的款額、與任何其他人士訂立安排調整建議牌照費的款額、與任何其他人士就他本人或該其他人士應否投標訂立任何安排，或在招標過程中以任何方式與任何其他人士串通。如投標者違反或未有遵守本段規定，或違反在投標表格第 7 段提出的保證，在不影響投標者因該項違反或未有遵守規定而負上法律責任的原則下，海事處可宣布其投標書無效而不支付任何補償。此外，投標者亦須承擔因投標書無效所引致或附帶引起的一切費用(包括但不限於海事處是次招標工作或日後進行任何招標工作的費用)。

(b) 第 14(a)段不適用於投標者為索取保險報價以計算建議牌照費而向其承保人或保險經紀發出受嚴格保密的通訊，以及為獲得其顧問或專業顧問協助編製投標書而向他們發出受嚴格保密的通訊。

15. 投標者、其董事、僱員及代理人不得向海事處任何僱員提供任何利益(按《防止賄賂條例》(第 201 章)界定)，作為該僱員在招標事宜上給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬。如投標者或其董事、僱員及代理人向海事處任何僱員提供該條例所界定的任何利益，作為該僱員在招標事宜上給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬，又或是觸犯該條例下所訂的任何罪行，海事處將宣布其投標書無效而不支付任何補償，並且不會退還任何已繳付的保證金、首月牌照費。此外，投標者亦須承擔因投標書無效所引致或附帶引起的一切費用(包括但不限於海事處是次招標工作或日後進行任何招標工作的費用)。

16. 投標者須留意、遵守及服從本公告附表所載的額外條款及條件。

17. 中標者須按授予該等廣告位使用和佔用權利及牌照當日，該等廣告位的情況及狀況接收該等廣告位。所有投標者請於遞交投標書之前，自費視察及勘測該等廣告位，以確定該等廣告位的實際情況、狀況或穩固安全程度。投標者如欲實地視察該等廣告位，須在二零二四年三月七日或之前與本招標公告第 20 段所述的人員聯絡，以作安排。

18. 招標結果將於二零二四年七月十二日或之前公布。投標者如在該日仍未收到政府通知說明其投標書已獲接納，則可視其投標已經落選。

19. (a) 投標者除須提供其姓名／名稱及地址外，亦須提供其電話號碼、傳真號碼及商業登記號碼；投標者如屬獨資經營人／合夥人，亦須提供個別獨資經營人／所有合夥人的身分證明文件號碼；投標者如屬法團，則亦須提供其公司編號。如投標者未能提供上述資料，政府可能不會考慮其投標書；

(b) 投標者提供的所有個人資料，以及其過往、現在或將來履行或違反任何政府土地或處所發牌協議條款及條件的資料，將供政府考慮是次招標時使用(包括披露)；海事處可把該等資料轉交其他政府部門作該用途。投標者亦同意，該等資料可在任何時間供政府用於考慮其他投標書，又或轉交其他政府部門作該用途。

(c) 根據《個人資料(私隱)條例》(第 486 章)，個人資料擁有人有權要求查閱及改正投標表格內所填報的個人資料。請按本招標公告第 20 段所載的地址，向海事處的個人資料(私隱)主任提出該等要求。

20. 如對是次招標有任何查詢，請聯絡：

香港干諾道中 200 號

信德中心三樓

海事處

(經辦人：王慶祥先生)

(電話號碼：2547 1121 及傳真號碼：2559 4976)

21. 政府特此聲明：政府人員對有意投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。該陳述不得視作構成招標公告的一部分。該等陳述或行動不得據以或視作闡述、更改、否定、豁免或在其他方面修改本招標公告或發牌協議大綱所列出的任何條款或條件。

22. (a) 即使本招標公告有任何相反條文，但此舉並不影響政府取消本招標邀請的權力，政府保留權利，在遞交投標書截止日期或已推遲的遞交投標書截止日期（視情況而定）後的任何時間至投標書獲接納前，可以隨時基於不接納或批出任何已提交的投標書符合公眾利益，或基於遞交投標書截止日期或已推遲的遞交投標書截止日期（視情況而定）後相關規定或情況因運作或任何原因有變，取消本招標公告的招標工作及不批出發牌協議。政府就取消本招標公告招標工作及不批出發牌協議的決定屬最終決定及不可推翻，並對投標者有約束力。在取消後，本招標公告第 7 段所指的銀行本票或支票將按投標表格上填寫的地址退回投標者，投標者無權因是次工作取消引致或附帶的情況，向政府申索任何形式補償。

(b) 政府有權在本招標公告的招標取消後，按政府認為適合的條款及條件就該等廣告位安排新一次招標。

23. 即使本招標公告有任何相反條文，政府保留以投標者或其主事人(如有)曾經、正在或有理由相信曾經或正在作出可能引致或構成發生危害國家安全罪行的行為或活動為由，取消其投標者資格的權利，又或為維護國家安全，或為保障香港的公眾利益、公共道德、公共秩序或公共安全，而有必要剔除有關投標者的資格。為免生疑問，本段「作出」一詞或其變體詞包括但不限於協助、教唆、慫使或促致。政府就取消投標者資格的決定屬最終決定及不可推翻，並對投標者有約束力。

24. 政府有權修改招標公告、投標表格及其夾附發牌協議大綱的任何條款及條件。上述文件的修訂形式將為增訂附錄，並會送交已從政府取得上述文件的所有有意投標者。

25. 此為招標公告及投標表格的中文譯本。如對本招標公告及投標表格的詮釋有任何懷疑或爭議，又或本招標公告及投標表格的中英文版本有任何歧義，當以政府在英文本所表達的原意為準。

附表

投標者請注意：

- (a) 根據將會納入發牌協議的發牌協議大綱第(3)(c)(i)條，持牌人(即中標者)須按其需要自費安排為該等廣告位及廣告展示系統提供及接駁通過限制區其他部分(有關定義見發牌協議大綱第(1)條)的電力及其他公用設施服務，並須支付一切相關費用，包括按金及安裝、保養、維修、更換的費用，以及在牌照屆滿或提早終止時從該等廣告位及限制區其他部分拆除及移走所有喉管、導管、電線、電纜、電錶、電掣及任何其他必要的附屬器具的費用，但中標者不論任何原因未能獲提供電力及其他公用設施服務，均不得向發牌人提出任何申索；
- (b) 根據將會納入發牌協議的發牌協議大綱第(3)(d)條，持牌人(即中標者)必須自費設計、安裝、操作、管理、保養及控制：
(i)廣告展示系統及(ii)廣告展示系統的電力供應系統、電線接地系統，以及其支承結構，其設計及標準須令發牌人滿意及經發牌人先行給予書面批准。按發牌協議大綱第(3)(d)(iii)條的規定，持牌人(即中標者)須自費就擬豎設或安裝廣告展示系統的所有構築物呈交由註冊結構工程師(如《建築物條例》(第123章)第2(1)條，其下任何規例及任何修訂法例所界定)所擬備的報告，其中各方面均須令發牌人滿意；
- (c) 根據將會納入發牌協議的發牌協議大綱第(3)(d)(v)條，除了在該等廣告位之上安裝的廣告展示系統符合協議大綱夾附圖則(圖則編號：MFT3001-7)標註的J類及K類面積者可獲准展示在該等廣告位兩面均可看見的廣告標誌外，只可該等廣告位其中一面展示廣告標誌。發牌人就此所作的決定屬最終決定及不可推翻，並對持牌人(即中標者)有約束力。
- (d) 根據將會納入發牌協議的發牌協議大綱第(3)(d)(ix)條，該等廣告位範圍內的廣告展示系統不得安裝、操作、管理、保養或展示會變化或展示或顯示動態影像或圖片或動態電子訊息的電視顯示屏或明暗閃燈或標誌或燈光。
- (e) 根據將會納入發牌協議的發牌協議大綱第(3)(j)條，持牌人(即中標者)不得在該等廣告位範圍展示或准許展示未經發牌人先行給予書面批准的廣告。

- (f) 根據將會納入發牌協議的發牌協議大綱第(3)(1)條，持牌人(即中標者)不得在該等廣告位範圍展示或准許展示在任何方面與下列範圍相關或有關聯的廣告：-
- (I) 描述香煙包或香煙或任何人吸食香煙、煙草或雪茄或吸食煙斗或煙草相關產品或包括但不局限於前文一般性原則的吸煙者必需品、打火機、香煙及煙草盒及盛器、火柴及煙嘴，除非有關廣告是為或代表發牌人展示或准許展示；
 - (II) 描述賭博或賭場業，除非有關廣告是為或代表發牌人展示或准許展示；以及
 - (III) 影響政府形象。
- (g) 將會納入發牌協議的發牌協議大綱第(4)(c)條載有條款及條件，規管持牌人(即中標者)向政府支付保證金及當發牌協議期滿或提早終止時退還上述保證金。具體而言，根據將會納入發牌協議的發牌協議大綱第(4)(c)(i)條，持牌人(即中標者)**繳付的保證金(金額相等於中標者在投標表格第 1 段提出的 3 個月固定月租或政府與中標者按招標公告第 2 段進行商議後同意的金額)會存放於政府**，以保證發牌協議大綱附表 4 訂明的牌照費(以下簡稱「牌照費」、電費、公用設施費用、差餉、管理費、稅項、評稅、費用、關稅及其他支出獲如期繳付，並保證發牌人已經或將會就任何處所向持牌人(即中標者)批出的任何其他發牌協議、租契或租賃協議(以下簡稱「其他協議」)的牌照費、租金、電費、公用設施費用、差餉、地租、管理費、稅項、評稅、費用、關稅及其他支出獲如期繳付，以及保證將會納入發牌協議的發牌協議大綱及其他協議保留和載有的全部及個別協議、契約、條文、條件、條款及規定得到持牌人(即中標者)妥為履行和遵守。根據將會納入發牌協議的發牌協議大綱第(4)(c)(ii)條，發牌協議期滿或提早終止時，如有發牌協議(4)(b)條所載的任何牌照費、電費、公用設施費用、差餉、稅項、評稅、費用、關稅及其他支出，以及任何應繳利息，及／或其他協議訂明的任何應繳牌照費、租金、電費、公用設施費用、差餉、地租、管理費、稅項、評稅、費用、關稅及其他支出，以及欠繳任何就該等欠款而須支付的利息，發牌人可把保證金用作支付發牌協議(4)(b)條所載的任何牌照費、電費、公用設施費用、差餉、稅項、評稅、費用、關稅及其他支出的欠款，以及任何應繳利息及／或發牌協議期滿或提早終止時，其他協議的

任何應繳牌照費、租金、電費、公用設施費用、差餉、地租、管理費、稅項、評稅、費用、關稅及其他支出，以及任何應繳利息，又或在發牌協議期滿或提早終止時如有任何違反發牌協議協議或其他協議所載協議、契約、條文、條件、條款或規定的情況，發牌人可使用保證金(在可能範圍內)作出補救，並只須向中標者支付該筆保證金的餘額(如有的話)，但此舉並不影響業主可能就有關違反事項向持牌人(即中標者)提出的任何其他申索或補償。

- (h) 根據將會納入發牌協議的發牌協議大綱第(4)(bb)條，發牌人有絕對權利，可准許在該等廣告位附近或旁邊增設額外廣告位，並把額外廣告位的牌照批予任何人，即中標者不得對此提出反對，亦無權對批出上述牌照申索任何補償。
- (i) 根據將會納入發牌協議的發牌協議大綱附表 1，「牆壁」指任何類型的牆壁或構築物。

FORM OF TENDER

**TENDER FOR A LICENCE OF THE THIRTY-NINE (39) ADVERTISING AREAS
ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF
HONG KONG – MACAU FERRY TERMINAL,
SHEUNG WAN, HONG KONG
(Tender Reference No. : MFT3001)**

Tender for a licence of the thirty-nine (39) advertising areas on portions of the walls at the restricted area of Hong Kong – Macau Ferry Terminal, Sheung Wan, Hong Kong (hereinafter referred to as “**the Advertising Areas**”) as shown for identification purpose only coloured pink on the plans (Plan Nos. MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 and MFT3001-7) annexed to the form of the Licence Agreement annexed to the Tender Notice in respect of the Advertising Areas (hereinafter referred to as “**the Form of Licence Agreement**”) on such terms and conditions as set out in the Form of Licence Agreement and at the fixed monthly licence fee specified below.

To : The Chairman,
Marine Department Tender Committee,
Marine Department,
Marine Department Tender Box,
The Public Waiting Area
(outside Room 308, Central Marine Office),
3rd Floor, Harbour Building,
38 Pier Road, Central,
Hong Kong

I/We, _____
(name of tenderer)

of _____
(address of tenderer)

having read the said Tender Notice and the Form of Licence Agreement and examined the plans (Plan Nos. MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 and MFT3001-7) annexed to the Form of Licence Agreement, hereby offer to take the above licence from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “**the Government**”) at a **FIXED** monthly licence fee of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, charges, taxes, assessments, duties and any other outgoings whatsoever) for a term of two (2) years commencing on the Date of Commencement (as defined in the Second Schedule to the Licence Agreement) and on such terms and conditions as set out in the Form of Licence Agreement.

2. If this tender is accepted, then until the Licence Agreement and the plans annexed thereto as mentioned in paragraph 11 of the Tender Notice is duly signed or executed, this tender together with the written acceptance thereof shall constitute a binding agreement between me/us and the Government.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's licence fee tendered as mentioned in paragraph 7 of the Tender Notice, issued by a bank (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the Security Deposit as required under the Licence Agreement if my/our tender is accepted. / A **CHEQUE** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's licence fee tendered as mentioned in paragraph 7 of the said Tender Notice, **certified good for payment** up to the 12th day of July 2024 by the bank on which it is drawn (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the Security Deposit as required under the Licence Agreement if my/our tender is accepted.

4. I/We understand that the Government reserves the right to negotiate with any tenderer about the terms and conditions of the offer including the fixed monthly licence fee (exclusive of rates, charges, taxes, assessments, duties and any other outgoings whatsoever) offered by me/us in paragraph 1 of the Form of Tender pursuant to paragraph 2 of the Tender Notice and the use of the Advertising Areas is restricted to the purposes as set out in the Third Schedule to the Form of Licence Agreement.

5. (a) **I/We understand that the Government reserves the right to disclose the identity of the successful tenderer and its holding company (if any) and to announce the tender results in accordance with paragraph 9(d) of the Tender Notice.**

(b) **I/We consent that the Government and its officers may use all personal data submitted by me/us in accordance with paragraph 19(b) of the Tender Notice together with any information on my/our performance or breach of any terms and conditions of the licence or tenancy of any Government sites or premises, whether past, current or future (collectively, "data and information"), for consideration of this tender by the Government, and the Marine Department may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other tenders by the Government at any time, and that the data and information may be used by the Marine Department for such purpose and may be transferred by the Marine Department to other Government departments to be used for such purpose.**

- (c) **I/We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486) or otherwise, the provisions in paragraph 19 of the Tender Notice and the provisions in paragraph 5 of this Form of Tender including the consent stated therein shall remain in full force and effect notwithstanding that this tender is not accepted by the Government. Where the tender is accepted by the Government, the said provisions and consent shall survive the execution of the Licence Agreement, and shall remain in full force and effect notwithstanding the expiry or early termination of the licence.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 12th day of July 2024 and to be bound by the terms and conditions of the Tender Notice.

7. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents had not:

- (i) communicated to any person the amount of the licence fee tendered;
- (ii) adjusted the amount of the licence fee tendered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I/we or that other person should or should not tender; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the tender is awarded, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents will not:

- (i) communicate to any person other than the Marine Department the amount of the licence fee tendered;
- (ii) adjust the amount of the licence fee tendered by arrangement with any person;
- (iii) make any arrangement with any person about whether or not I/we or that other person should or should not tender; or
- (iv) otherwise collude with any person in any manner whatsoever.

(c) The expression “Excepted Communications” means my/our directors’, employees’ and agents’ communications in strict confidence with:

- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the licence fee tendered; and
- (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Dated the _____ day of _____ 2024.

In the case of a sole proprietorship, the sole proprietor must sign and in the case of a partnership, all the partners must sign:

Name(s) of sole proprietor/partners	Signature(s)

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

In the case of a corporate body:

SEAL of tenderer and signature(s) of authorized officer(s)/ Execution by the tenderer in accordance with sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

Name (in block letters) of authorized officer(s) and their respective position(s):

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

Information of tenderer

(If the tenderer is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or body unincorporated, Part A should be completed. If the tenderer is a corporate body, Part B should be completed. If the tenderer acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

Part A (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this tender must be made in the name of the sole proprietor. In the case of a partnership, the tender must be made in the names of all the partners. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business or body unincorporated should be enclosed with this Form of Tender.*

Sole proprietor/all partners:

1.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

2.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

3.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business: _____

Address of firm / business: _____

Business Registration Number: _____

Part B (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of tender submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company should be enclosed with this Form of Tender. The original copies of the above documents must be produced for inspection on demand. Please also refer to paragraphs 9 and 10 of the Tender Notice.*

Company Number: _____

Registered Office of tenderer: _____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Part C (Please read the note below before completing this Part.)

A copy of the relevant agency agreement or written confirmation from the tenderer's principal showing that the person who signs the tender is acting as an agent for the submission of the tender to the Government only and matters incidental thereto should be enclosed with this Form of Tender. The original copy of the above document(s) must be produced for inspection on demand. Please also refer to paragraph 9(b) of the Tender Notice.

Name of principal: _____

Address of principal (in block letters): _____

Name(s) of contact person(s) of principal
(in block letters): _____

Provision of Personal Data

The personal data collected by means of this Form of Tender will be used and may be disclosed to other Government departments as set out in paragraph 19 of the Tender Notice and paragraph 5 of this Form of Tender. An individual to whom personal data belongs and who wishes to access to or correct his personal data in this Form of Tender pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) is requested to contact the Personal Data (Privacy) Officer of the Marine Department at the address referred to in paragraph 20 of the said Tender Notice.

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投標表格

招標承投香港上環港澳客運碼頭限制區

牆壁部分地方三十九(39)個廣告位的牌照

(招標編號：MFT3001)

現按照前述的招標公告及其夾附發牌協議大綱(以下稱「發牌協議大綱」)所訂明的條款及條件，並以下文指明的固定牌照月費，承投香港上環港澳客運碼頭限制區牆壁部分地方三十九(39)個廣告位(以下統稱「該等廣告位」)的牌照。該等廣告位的位置於發牌協議大綱夾附的圖則(圖則編號：MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 及 MFT3001-7)內以粉紅色標明，以資識別。

致：香港中環
統一碼頭道 38 號
海港政府大樓 3 樓
(308 室中區海事分處外)公眾等候區
海事處投標書收集箱
海事處
海事處投標委員會主席

本人／我們 _____，
(投標者姓名或名稱)

地址為 _____
(投標者地址)

經細讀前述的招標公告及發牌協議大綱，並審閱發牌協議大綱所夾附的圖則(圖則編號：MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 及 MFT3001-7)，現提議按照該招標公告及發牌協議大綱所載的條款及條件，以固定牌照月費港幣 _____元正(HK\$ _____)(不包括差餉、費用、稅項、評稅、關稅及任何其他支出)，向中華人民共和國香港特別行政區政府(以下簡稱「政府」)承投上述牌照。牌照期定為兩(2)年，生效日期的定義見發牌協議附表 2。

2. 本投標書如獲接納，在妥為簽署或簽立發牌協議及夾附的圖則之前，本投標書連同接納書構成本人／我們與政府之間具有約束力的協議。

3. 按前述招標公告第7段所述，現附上港幣_____元正(HK\$_____)(即相等於一個月牌照費(按投標書所提議牌照費計算))的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第155章)第16條的規定獲妥為發牌的銀行。本人／我們的投標書如獲接納，該筆款項將用作支付部分保證金。／按前述招標公告第7段所述，現附上港幣_____元正(HK\$_____)(即相等於一個月牌照費(按投標書所提議牌照費計算))的支票，該支票的抬頭人為「香港特別行政區政府」，並經付款銀行(根據《銀行業條例》(第155章)第16條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二四年七月十二日可獲兌現。本人／我們的投標書如獲接納，該筆款項將用作支付部分保證金。

4. 本人／我們明白，政府有權按前述招標公告第2段所述，與任何投標者商議批出牌照的條款及條件，包括本人／我們在投標表格第一段提出的固定牌照月費(不包括差餉、費用、稅項、評稅、關稅及任何其他支出)，以及該等廣告位只限作發牌協議大附表3所註明的用途。

5. (a) 本人／我們明白，政府有權按前述招標公告第9(d)段所述，披露中標者及其控權公司(如有)的身分，並公布招標結果。
- (b) 本人／我們同意，政府及其人員可使用依據前述招標公告第19(b)段所收集的資料，以及有關本人／我們過往、現在或將來履行或違反任何政府土地或處所牌照或發牌協議條款及條件的資料，供政府用於考慮本投標書；海事處可使用該等資料作該用途，並可把該等資料轉交其他政府部門作該用途；本人／我們亦同意，該等資料可在任何時間供政府用於考慮其他投標書，並可供海事處作該用途，又或轉交其他政府部門作該用途。
- (c) 本人／我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第486章)或其他方面而言，前述招標公告第19段及本投標表格第5段所載規定，包括當中所聲明的同意，即使本投標書不獲政府接納，仍繼續具有十足效力及作用。投標書如獲政府接納，上述規定及同意在發牌協議簽立後及牌照期過後仍然有效，並且儘管有關牌照期滿或終止，仍繼續具有十足效力及作用。

6. 本人／我們同意，直到二零二四年七月十二日，政府可隨時接納本人／我們的投標書；本人／我們並須受前述招標公告的條款及條件約束。

7. (a) 本人／我們保證，截至本日，除下文第 7(c)段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人並沒有：

(i) 向任何人傳達投標書所提議牌照費的款額；

(ii) 與任何人訂立安排調整投標書所提議牌照費的款額；

(iii) 與任何人就本人／我們或該其他人應否投標訂立任何安排；或

(iv) 在其他方面以任何方式與任何人串通。

(b) 本人／我們保證，由本日至標書批出期間的任何時間，除下文第 7(c)段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人不會：

(i) 向海事處以外的任何人傳達投標書所提議牌照費的款額；

(ii) 與任何人訂立安排調整投標書所提議牌照費的款額；

(iii) 與任何人就本人／我們或該其他人應否投標訂立任何安排；或

(iv) 在其他方面以任何方式與任何人串通。

(c) 「豁免通訊」一詞指本人／我們的董事、僱員及代理人：

(i) 為索取保險報價以計算投標書所提議牌照費而向本人／我們的承保人或保險經紀發出受嚴格保密的通訊；以及

(ii) 為獲得本人／我們的顧問或分判商協助編製投標書而向他們發出受嚴格保密的通訊。

日期：二零二四年 ____月 ____日

投標者如屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

獨資經營人／合夥人姓名	簽署

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

投標者如屬法團：

投標者**印章**及(各)獲發牌人簽署／投標者按照《公司條例》(第 622 章)第 127(3)及 127(5)條的規定簽立：

(各)獲發牌人姓名(請用正楷填寫)及其職位：

見證人簽署：

見證人姓名(請用正楷填寫)：

職業：

地址：

投標者資料

(投標者如屬獨資或合夥經營商號或業務人士，須填寫 A 部。投標者如屬法團，則須填寫 B 部。投標者如以代理人身分行事，除須填寫 A 部或 B 部(視乎屬何種情況而定)外，亦須填寫 C 部。)

A 部(填寫本部前，請先閱讀以下附註。)

投標者如屬獨資經營，必須以獨資經營人的名義競投；如屬合夥，則須以全體合夥人的名義競投。並非法團的商號或業務，須隨本投標表格附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視乎屬何種情況而定)姓名的商業登記冊內商號資料摘錄核證本。

獨資經營人／全體合夥人：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號 / 業務名稱： _____

商號 / 業務地址： _____

商業登記號碼： _____

B 部(填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上以下文件副本各一份：**有效商業登記證**、**公司註冊證明書**、**組織章程細則**、**法團成立表格**(如在提交投標書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、**更改公司秘書及董事通知書**(如有)，以及**更改公司秘書及董事詳情通知書**(如有)。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 9 及 10 段。

公司編號： _____

投標者註冊辦事處： _____

商業登記號碼： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

控權公司名稱(如適用)： _____

控權公司地址(請用正楷填寫)： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

C 部(填寫本部前，請先閱讀以下附註。)

投標者須隨本投標表格附上相關代理協議副本或由投標者的主事人發出的確認書副本，以證明投標者以代理人身分代表該主事人向政府提交投標書，以及處理附帶事宜。投標者必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述招標公告第 9(b)段。

主事人姓名／名稱： _____

主事人地址(請用正楷填寫)： _____

聯絡人姓名(請用正楷填寫)： _____

提供個人資料

藉本投標表格收集的個人資料，或會按前述招標公告第 19 段及本投標表格第 5 段所述般使用，並可能向其他政府部門披露。如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本投標表格內所填報的個人資料，請按前述招標公告第 20 段所載的地址，向海事處的個人資料(私隱)主任提出該等要求。

此頁為空白頁

This LICENCE AGREEMENT is made the day of Two Thousand and BETWEEN the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Licensor"), care of the Marine Department, 22/F, Harbour Building, 38 Pier Road, Central, Hong Kong of the one part and

(hereinafter referred to as "the Licensee") of the other part WHEREBY IT IS AGREED AS FOLLOWS: -

- (1) In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :-

"Advertising Areas" means the thirty-nine (39) advertising areas on portions of the Walls (as defined below) at the Restricted Area (as defined below) and the said Advertising Areas are shown coloured pink on the Plans (as defined below) for identification purpose only.

"Advertising Display Systems" means display stands, display cases, feature advertisements and other advertising display forms as shall be first approved in writing by the Licensor pursuant to Clause (3)(d) hereof.

"Plans" means Plan Nos. MFT3001-1, MFT3001-2, MFT3001-3, MFT3001-4, MFT3001-5, MFT3001-6 and MFT3001-7 annexed hereto.

"Restricted Area" means the restricted area of Hong Kong - Macau Ferry Terminal as declared under section 11 of the Shipping and Port Control (Ferry Terminals) Regulations (Cap. 313H).

"Walls" means any types of walls or structures set out in the First Schedule hereto.

"Date of Commencement" means the date of commencement of this Agreement set out in the Second Schedule hereto.

- (2) In consideration of the Licensee fulfilling its obligations as required under this Agreement, the Licensor hereby grants unto the Licensee for a term of two (2) years commencing from the Date of Commencement specified in the Second Schedule, without prejudice to the Licensor's right to terminate this Agreement as hereinafter provided, the full right, liberty, licence and permission to use and occupy the Advertising Areas for the purposes specified in the Third Schedule hereto together with such rights of access to the Advertising Areas as shall be necessary for the proper installation, operation, management, maintenance and control of the Advertising Display Systems and for the proper management and maintenance of the Advertising Areas on such terms and conditions as hereinafter contained.

- (3) THE LICENSEE HEREBY AGREES WITH THE LICENSOR as follows :-
- (a) To pay the monthly licence fee in the sum, on the days and in the manner as specified in the Fourth Schedule hereto (hereinafter referred to as “the Licence Fee”).
 - (b) To pay and discharge all existing and future rates, charges, taxes, assessments, duties and any other outgoings whatsoever (Government rent excepted) which are now or during the term of the licence hereby granted shall be imposed, assessed or charged upon the Advertising Areas and the Advertising Display Systems or any part thereof or upon the Licensee in respect thereof.
 - (c)
 - (i) To make such arrangements, at the Licensee’s own cost and expense, for the supply and connection of electricity and other utility services through other part or parts of the Restricted Area to the Advertising Areas and the Advertising Display Systems as the Licensee shall require and to pay all charges in connection therewith including the deposit and the cost of installation, maintenance, repair and replacement thereof and, on the expiration or early termination of this Agreement, the cost of dismantling and removing all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto from the Advertising Areas and other part or parts of the Restricted Area PROVIDED THAT the Licensee shall have no claim whatsoever against the Licensor in the event of the Licensee’s failure to obtain any of such electricity supply and supply of other utility services for any reason whatsoever.
 - (ii) To pay all charges in respect of all electricity and other utility services supplied to the Advertising Areas and consumed by the Advertising Display Systems.
 - (d) At the Licensee’s own cost and expense, to design, erect, operate, manage, maintain and control: (i) the Advertising Display Systems, and (ii) the power supply systems, the electrical earthing systems and the supporting structures of the Advertising Display Systems (“the supporting systems”), the design and the standard of which shall be satisfactory to and first approved in writing by the Licensor AND in this regard the Licensee shall at its own cost and expense, whenever required by the Licensor, replace item or items of the Advertising Display Systems or the supporting systems as may be required or approved by the Licensor and in all respects to the satisfaction of the Licensor (as to which the Licensor’s decision shall be final, conclusive and binding on the Licensee) where the design and standard of such item or items of the Advertising Display Systems or the supporting systems are considered unsatisfactory by the Licensor AND the Licensee shall not demolish or make any alteration or addition to the Advertising Display Systems or any

part or parts thereof or any of the supporting systems without the prior written consent of the Licensor PROVIDED THAT -

- (i) The types of the Advertising Display Systems to be erected within the Advertising Areas are set out in the Fifth Schedule hereto.
- (ii) The respective sizes of the Advertising Display Systems and any advertisement signs displayed thereon shall not exceed the respective sizes of the relevant types of Advertising Display Systems as set out in the Fifth Schedule hereto except with the prior written consent of the Licensor.
- (iii) To facilitate the Licensor to consider the design and standard of such item or items of the Advertising Display Systems, the supporting systems and the supporting structures thereto under this Clause (3)(d), the Licensee shall, at its own cost and expense, submit a report on all the structures of the Advertising Display Systems to be erected or installed prepared by a Registered Structural Engineer (as defined in Section 2(1) of the Buildings Ordinance (Cap. 123), any regulations made thereunder and any amending legislation) (hereinafter referred to as “a Registered Structural Engineer”) in all respects to the satisfaction of the Licensor.
- (iv) The Licensor gives no warranty or representation whatsoever that the Advertising Areas are fit and suitable for the Advertising Display Systems as proposed by the Licensee or that the Advertising Areas shall be capable of taking up loading from the Advertising Display Systems approved under this Clause (3)(d), whether express or implied. The Licensee shall obtain, at its own expense and cost, such requisite licences, permits or approvals from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Government”) or such other appropriate authorities for the Advertising Display Systems and in accordance with the terms and conditions herein contained prior to the installation of the Advertising Display Systems and their operation.
- (v) Except for the Advertising Display Systems erected on the Advertising Areas having the sizes set out under Type J and Type K indicated on the plan annexed hereto (Plan No. MFT3001-7) on which the display of the advertisement signs is allowed to be visible on both sides of the Advertising Areas, the advertisement signs shall be displayed on one side of the Advertising Areas only, as to which the decision of the Licensor shall be final, conclusive and binding on the Licensee.

- (vi) The size, design, illumination and structure of, the materials used in, and any subsequent alteration to the Advertising Display Systems and the advertisement signs displayed thereon shall be subject to the prior written approval of the Licensor.
- (vii) No part of the Advertising Display Systems or the advertisement signs displayed thereon shall cause any light glare to users, licensees, occupiers, visitors, pedestrians or occupants of the Restricted Area or the adjacent buildings, or create public discomfort, as to which the decision of the Licensor shall be final, conclusive and binding on the Licensee.
- (viii) No lighting of the Advertising Display Systems shall be projected skyward. The surface of the Advertising Display Systems and any advertisement signs displayed thereon shall be non-reflective.
- (ix) No television display screen or occulting flashing light or sign or light that changes or displays or shows moving images or pictures or electronic moving messages shall be installed, operated, managed, maintained or displayed on the Advertising Display Systems within the Advertising Areas.
- (x) The Advertising Display Systems and the advertisement signs displayed thereon shall not cause any radio frequency interference to any automatic control equipment.
- (xi) The Advertising Display Systems and the advertisement signs displayed thereon shall not generate sound.
- (xii) The Advertising Display Systems and any advertisement signs displayed thereon shall not in any way interfere with, or likely to interfere with the safe navigation of vessels in the waters of the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong").
- (xiii) No part of the Advertising Display Systems or the advertisement signs displayed thereon shall affect the daily operation of the Restricted Area, or cause nuisance to the users of the Restricted Area, or cause obstruction to the maintenance of the Restricted Area. The decision of the Licensor as to what constitutes nuisance or obstruction shall be final, conclusive and binding on the Licensee.
- (xiv) Any activity or works on or relating to the Advertising Areas which in the opinion of the Licensor may affect the stability or structure of the Restricted Area or the Advertising Areas shall not be carried out. The Licensee shall indemnify and keep indemnified the Licensor, its officers, servants, agents,

contractors and its or their workmen, and other users, licensees, occupiers and visitors of the Restricted Area from and against all actions, proceedings, suits, liabilities, costs, charges, expenses, losses, damages, claims and demands (whether financial or otherwise) whatsoever and howsoever arising directly or indirectly out of or in connection with the carrying out of any activity or works by the Licensee.

- (xv) An inspection and survey report (including but not limited to recommended remedial measures, repair and strengthening works (if applicable)) on the structure of the Advertising Display Systems prepared by a Registered Structural Engineer shall be submitted to the Licensor by the Licensee annually within fourteen (14) days after the expiry of every twelve (12) calendar months during the term of the licence hereby granted and the first inspection and survey report shall be submitted within fourteen (14) days after the expiry of twelve (12) calendar months from the Date of Commencement and thereafter annually. The Licensee shall, at its own cost and expense, complete the recommended remedial measures, repair and strengthening works (if applicable) set out in the inspection and survey report as referred to in this Clause (3)(d)(xv) in all respects to the satisfaction of the Licensor.
- (xvi) The Licensee shall, at its own cost and expense, reposit or alter any advertising signs displayed on the Advertising Display Systems if required to do so by the Licensor in its absolute discretion irrespective of whether such repositioning or alteration may result in a reduction or an increase in the number or size of the Advertising Areas or the Advertising Display Systems.
- (xvii) Any approval given by the Licensor under this Clause (3)(d) shall not make the Licensor responsible for any damages or claims arising from defects in design and quality of the Advertising Areas or the Advertising Display Systems or any part thereof.
- (xviii) In the event that the Licensor determines that the Advertising Display Systems reduce the pre-existing level of natural lighting to the interior of the Restricted Area, the Licensee shall, at its own cost and expense, install and maintain additional artificial lighting to the Restricted Area and pay all charges in respect of the electricity supplied to and consumed by the additional artificial lighting. The Licensee shall comply with the requirements including but not limited to the design and the standard of such additional artificial lighting as may be imposed by the Licensor in its absolute discretion and in all respects to the satisfaction of the Licensor. The decision of the Licensor as to whether the Advertising Display Systems reduce the pre-existing level of

natural lighting to the interior of the Restricted Area shall be final, conclusive and binding on the Licensee.

- (xix) The Licensee shall follow the “Guide on Erection and Maintenance of Advertising Signs” or other guide as promulgated by the Buildings Department for the installation of any lights on the Advertising Areas, the Advertising Display Systems and any advertisement signs displayed thereon.
 - (xx) The Licensee shall appoint a registered general building contractor or registered minor works contractor to carry out under the supervision of any works relating to the erection, repairing or demolition of the Advertising Display Systems, the supporting systems and the supporting structures thereto by an authorized person or a Registered Structural Engineer. The expressions “registered general building contractor”, “registered minor works contractor” and “authorized person” in this Clause (3)(d)(xx) shall have the meaning as defined under Section 2(1) of the Buildings Ordinance (Cap. 123).
- (e) To maintain and keep all display and advertising fixtures, fittings and materials and all other articles and things associated therewith at the Licensee’s own cost and expense at all times in good condition and repair, and in a safe, clean, tidy and attractive condition in all respects to the satisfaction of the Licensor.
 - (f) To carry out all works relating to the installation, operation, management, maintenance, repair, upkeep, alteration, control, removal or reinstatement of the Advertising Display Systems at the Licensee’s own cost and expense at such time and in such manner as may be required or approved by the Licensor and in all respects to the satisfaction of the Licensor so as to cause as minimum as possible interference with or inconvenience to other users, licensees, occupiers or visitors of the Restricted Area or the neighbouring premises and in particular the Licensee shall ensure that all scaffoldings, ladders, tools, painting materials and other equipment shall be removed immediately from the Advertising Areas and the Restricted Area on completion of any works and that any paint or other materials that may be dropped in the course of any such works shall be removed forthwith.
 - (g) Not to use or permit or suffer the use of the Advertising Areas or any part or parts thereof for any purpose other than for the installation, operation, management, maintenance, repair, upkeep, alteration, removal, reinstatement and control of the Advertising Display Systems for the display of advertisements.
 - (h) To obtain at the Licensee’s own cost and expense all necessary licences, approvals and permits from the relevant Government departments or

other competent authorities in connection with the Licensee's installation, operation, management, maintenance and control of the Advertising Display Systems and the Licensee's management and maintenance of the Advertising Areas and to maintain the same in force at the Licensee's own cost and expense during the term of this Agreement and shall in all respects comply with the terms and conditions thereof.

- (i) To furnish and provide for at the Licensee's own cost and expense all materials, lighting, fittings and all other articles which may be necessary for the efficient and effective presentation and display of advertisements.
- (j) Not to display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind which has not previously been approved in writing by the Licensor and the Licensor shall in its absolute discretion approve or disapprove any advertisement as it deems appropriate without any compensation therefor being paid by the Licensor to the Licensee.
- (k) To forthwith remove any advertisement which the Licensor, acting in his absolute discretion, may consider unsuitable or objectionable whether or not the same may have been previously approved by the Licensor without any compensation therefor being paid by the Licensor to the Licensee. In the event of non-compliance of this Clause (3)(k), it shall be lawful for the Licensor, its officers, servants, agents, contractors and its or their workmen to carry out the removal works and any consequent remedial works as the Licensor may deem necessary or desirable and the Licensee shall pay to the Licensor the costs of such works incurred by the Licensor on demand, and such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).
- (l) (i) Not to display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind connected or associated in any way with the representation of a cigarette packet or of cigarettes or of any person smoking a cigarette or of tobaccos or of cigars or of smoking pipes or of tobacco related products or of smokers' requisites including but without limitation to the generality of the foregoing, cigarette lighters, cigarette and tobacco cases and containers, matches and cigarette holders, unless such advertisement is displayed or permitted to be displayed for and on behalf of the Licensor. The decision of the Licensor as to what constitutes an advertisement connected or

associated with such representation shall be final, conclusive and binding on the Licensee.

- (ii) Not to display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind connected or associated in any way with the representation of gambling or casino industry, unless such advertisement is displayed or permitted to be displayed for and on behalf of the Licensor. The decision of the Licensor as to what constitutes an advertisement connected or associated with such representation shall be final, conclusive and binding on the Licensee.
- (iii) Not to display or permit to be displayed on or in the Advertising Areas any advertisement of whatsoever kind connected or associated in any way which affects the image of the Government. The decision of the Licensor as to whether the image of the Government is affected shall be final, conclusive and binding on the Licensee.
- (m) To ensure that all persons employed by or acting under the authority of the Licensee in or near the Advertising Areas are properly groomed and attired, PROVIDED THAT the Licensor may in its absolute discretion require any person be removed from the vicinity of the Advertising Areas on the grounds of security, health, improper behaviour or any other reasonable ground.
- (n) To strictly observe and comply with all directions of the Commissioner for Transport, the Director of Highways, the Commissioner of Police and the Director of Fire Services at all times with regard to the health, safety and protection of members of the public and all users, licensees, occupiers or visitors of the Restricted Area.
- (o) To pay to the Licensor on demand such sum as the Licensor shall certify to be the cost of making good any damage, loss or injury which occurs to adjoining public roads and Government land or any property of the Licensor caused by the Licensee, its employees, agents, contractors or sub-contractors or its or their workmen or vehicles or by any spoil from the Advertising Areas.
- (p) Not to dump or store any materials of whatsoever nature, nor carry out any works within the boundaries of a public road or way or on other parts of the Restricted Area outside the Advertising Areas without the prior written approval of the Licensor.
- (q) (i) To take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any installation, construction, maintenance, renewal, repair, removal or reinstatement works to avoid doing any damage to any

Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Restricted Area, the Advertising Areas or any part or parts of any of them (all together hereinafter collectively referred to as “the Works and Services”).

- (ii) Before carrying out any of the Works and Services referred to in Clause (3)(q)(i) hereof, to make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and to submit its proposals for dealing with any of the Works and Services in writing to the Licensor for its prior written approval. No such Works and Services shall be carried out until the Licensor has given its written approval to such proposals as aforesaid.
- (iii) To comply with any requirements of the Licensor in respect of the Works and Services including those imposed by the Licensor in the written approval referred to in Clause (3)(q)(ii) hereof, and to solely bear the cost of meeting such requirements, including the cost of any necessary diversion, relaying, repair, making good or reinstatement works.
- (iv) Except as provided in Clause (4)(cc) hereof, to repair, make good and reinstate in all respects to the satisfaction of the Licensor any damage or disturbance caused to the Restricted Area, the Advertising Areas or any part of any of them or any of the Works and Services in any manner arising out of any such installation, construction, maintenance, renewal, diversion, relaying, making good, repair, removal or reinstatement works referred to in Clauses (3)(q)(i) and (iii) hereof at the Licensee’s own expense.
- (v) If the Licensee fails to carry out any of the works referred to in Clauses (3)(q)(iii) and (iv) hereof or of any of the Works and Services in all respects to the satisfaction of the Licensor, the Licensor may (but is not obliged to) carry out any of such works as it considers necessary and the Licensee shall pay to the Licensor on demand the costs of such works and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor and be forthwith recoverable by action. It is hereby agreed and declared that a certificate under the

hand of the Licensor as to the costs of any of such works shall be final, conclusive and binding on the Licensee.

- (r) To indemnify and keep indemnified the Licensor, its officers, servants, agents, contractors and its or their workmen and other users, licensees, occupiers and visitors of the Restricted Area from and against all actions, suits, liabilities, proceedings, losses, costs, damages, charges, claims, expenses and demands (whether financial or otherwise) whatsoever and howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Licensor or that may be awarded against the Licensor or that the Licensor agrees to pay) or anything that the Licensor may be obliged to do arising directly or indirectly out of or by reason of or on account of anything done or omitted to be done by the Licensee, its employees, agents, contractors or sub-contractors or its or their workmen whether they are persons or corporations acting with or without the authority of the Licensee or out of any works executed or commenced in respect of the installation, operation, management, maintenance, control, repair, upkeep, alteration, removal or reinstatement of the Advertising Display Systems by the Licensee in, under, upon or over the Advertising Areas or out of or in connection with the exercise by the Licensee of its rights as herein granted including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement; and
 - (ii) all liabilities on the part of the Licensor under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation.
- (s) To defend and hold the Licensor harmless from and against any and all claims, actions and liabilities for violation of any intellectual property rights including patents, copyrights, trade marks, service marks, trade names, design rights, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or 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 arising out of or by reason of the display of advertisements on the Advertising Display Systems or in the Advertising Areas whether or not the same may have been previously approved by the Licensor under Clause (3)(j) hereof.
- (t) Save and except for the display of advertisements of advertisers on the Advertising Display Systems or the Advertising Areas in accordance with the terms and conditions of this Agreement, not to assign, sub-license, mortgage, demise, sublet, underlet, charge, share or part with the possession of or otherwise dispose of the Advertising Areas or any part thereof or the Advertising Display Systems or any structure or structures

thereon or any interest therein or enter into any agreement so to do except with the prior written approval of the Licensor who may, in granting such approval, impose such conditions as it may in its absolute discretion thinks fit.

- (u) (i) To permit the Licensor, its officers, servants, agents, contractors and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment at all reasonable times and with prior notice to the Licensee: (a) to inspect and view the condition and state of the Advertising Areas and the Advertising Display Systems; (b) to take inventories of the fixtures, fittings and equipment therein; and (c) to carry out any works or repair as may be required to be done to the Advertising Areas and the Advertising Display Systems PROVIDED THAT in the event of an emergency, the Licensor, its officers, servants, agents, contractors, workmen and all persons authorized by the Licensor may access to the Advertising Areas and the Advertising Display Systems without notice and forcibly, if necessary, without being liable to the Licensee for any damage or loss. In the event of there being any defects or want of repair or maintenance or any other works required to be carried out by the Licensee under this Agreement then and there found, the Licensor may give notice in writing to the Licensee and the Licensee shall within one (1) calendar month from the date of such notice (or such other period as may be specified in such notice) at the Licensee's own cost and expense, repair and make good the same in accordance with such notice and the Licensee's obligations in that behalf herein contained. In the event of the Licensee failing to comply with the said notice, the Licensor, its officers, servants, agents, contractors and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment may carry out and complete the works required and the Licensee shall pay to the Licensor the costs of such works incurred by the Licensor, and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).
- (ii) To permit the Licensor, its officers, servants, agents, contractors and all persons authorized by the Licensor with or without workmen or others and with or without appliances or equipment

at all reasonable times (with or without notice and by force if necessary in case of emergency) to inspect the Advertising Areas and the Advertising Display Systems so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained.

- (iii) To permit the Licensor, its officers, servants, agents, contractors and all persons authorized by the Licensor with or without workmen or others and with or without tools or equipment at all reasonable times to do such repair works, maintenance works or any other works as may be required by the Licensor to be done to the Advertising Areas.
- (v) To observe and comply with all Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authorities relating to the installation, operation, management, maintenance, control, repair, upkeep, alteration, removal or reinstatement of the Advertising Display Systems, the use, operation and occupation of the Advertising Areas or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Licensee or any employee, agent, contractor or invitee of the Licensee and without prejudice to the foregoing, the Licensee shall at its own expense obtain any licence, approval, permit, waiver or consent required by any Government department or other competent authorities in connection with the Licensee's use, operation or occupation of the Advertising Areas prior to the commencement or operation of the Licensee's business (hereinafter referred to as "the Business") in the Advertising Areas and to maintain at the Licensee's own cost and expense the same in force during the term of this Agreement and to indemnify and keep indemnified the Licensor from and against all actions, costs, claims, demands, losses, damages and liabilities whatsoever or howsoever arising out of or in connection with the non-observance of and non-compliance with this provision. The Licensor shall accept no responsibility or liability for any losses or costs caused to or suffered by the Licensee in the event of its failure to obtain any requisite licence, approval, permit, waiver or consent from the Government departments or other competent authorities relating to its use, operation or occupation of the Advertising Areas and operation of the Business.
- (w) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Advertising Areas or any part thereof which in the opinion of the Licensor may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage, inconvenience or disturbance to the Licensor or to other users, licensees, occupiers or visitors of the Restricted Area or any adjoining or neighbouring lot, lots or premises. The decision of the Licensor as to what constitutes nuisance, annoyance, injurious, dangerous, danger, damage,

inconvenience or disturbance shall be final, conclusive and binding on the Licensee.

- (x) To accept the Advertising Areas in such state and condition as existing on the date on which the right to use and occupy the Advertising Areas is given.
- (y) Not to store or permit or suffer to be stored in or upon the Advertising Areas any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation.
- (z) To observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Advertising Areas by the Licensee and install and maintain in and upon the Advertising Areas or the Restricted Area such additional fire service installation or equipment as defined in Section 2 of the Fire Services Ordinance (Cap. 95) as may be required by and in all respects to the satisfaction of the Director of Fire Services. Any installation and maintenance of the aforesaid fire service installation or equipment shall be carried out by the fire services contractor or contractors registered with the Director of Fire Services to be approved by the Director of Fire Services at the Licensee's own expense.
- (aa) To take all necessary steps and precautions to protect the Advertising Areas and the Advertising Display Systems from: (i) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and (ii) becoming infested by termites, rats, mice, cockroaches or any other pests or vermin at the Licensee's own expense.
- (bb) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406), any regulations made thereunder and any amending legislation any of the electricity wiring, installations and fittings within the Advertising Areas and the wiring from the Licensee's meter or meters to and within the Advertising Areas at the Licensee's own expense.
- (cc) To give notice in writing to the Licensor or its agent of any damage to the Advertising Areas and the Advertising Display Systems and of any accident to or defects in the water and gas pipes (if any), electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and fire services installation within, connected to or concerning the Advertising Areas and the Advertising Display Systems forthwith and to repair at the Licensee's own expense such damage and defects in all respects to the satisfaction of the Licensor failing which such repairs shall be undertaken by the Licensor at the Licensee's expense. The costs of all such repair works shall be payable by the Licensee to the Licensor on demand and such costs

shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).

- (dd) To pay to or reimburse the Licensor forthwith upon demand the costs, losses, damages and expenses incurred, suffered or payable by the Licensor for any damage caused to any part of the Restricted Area or adjoining premises or neighbouring premises by the Licensee, its employees, agents, contractors or sub-contractors or its or their workmen or any other person claiming through or under the Licensee.
- (ee) To be liable for any act, default, negligence or omission of the Licensee's contractors, employees, workmen, agents, occupiers, visitors, guests or invitees as if it were the act, default, negligence or omission of the Licensee and to indemnify and keep indemnified the Licensor from and against all costs, claims, demands, expenses or liabilities (whether financial or otherwise) to any third party in connection therewith.
- (ff)
 - (i) To put and keep the Advertising Areas and the surrounding area at all times in a safe, clean, neat, tidy, sanitary state and condition in all respects to the satisfaction of the Licensor and to arrange for and effect the daily removal from the Advertising Areas of all refuse and garbage in accordance with regulations from time to time made, announced or adopted by the Licensor; and
 - (ii) To ensure that adequate safety and security measures are taken for the protection of the Advertising Areas at the Licensee's own expense.
- (gg) Not to make any alteration or addition (whether structural or otherwise) to the Advertising Areas or the Advertising Display Systems or to the electrical and communication wiring and other installations or the Licensor's other fixtures and fittings nor to install any plant, equipment, apparatus or machinery within the Advertising Areas (other than the equipment used solely for the operation of the Business) nor to cut, maim, or injure nor suffer to be cut, maimed or injured any walls, structural members or other fabric thereof without the prior written consent of the Licensor therefor.
- (hh) To maintain and keep at the Licensee's own expense and in all respects to the satisfaction of the Licensor the Advertising Areas including but not limited to the Advertising Display Systems, all structures thereon, and all

fixtures therein and all additions thereto in good and tenantable repair and condition and subject to Clause (4)(p) hereof so as to hand over the same to the Licensor at the expiration or early termination of this Agreement.

- (ii) Not to dump any earth, debris, spoil of whatsoever nature, or building materials on any Government land or properties.
 - (jj) Not to employ illegal workers and in the event of breach of this Clause (3)(jj), the Licensor shall be entitled to terminate the licence hereby granted by giving the Licensee three (3) calendar months' notice in writing and the Licensee shall not be entitled to any refund of the Licence Fee or any monies paid by the Licensee or any part thereof or to any payment or compensation whatsoever.
 - (kk) To perform and observe the Licensee's obligations contained in this Agreement including the Special Conditions set out in the Sixth Schedule hereto.
- (4) IT IS HEREBY AGREED BY AND BETWEEN THE LICENSOR AND THE LICENSEE as follows: -
- (a) That in case the Licence Fee or other charges hereby reserved or any part thereof payable by the Licensee shall be in arrears and unpaid for twenty-one (21) days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Licensee herein contained, or if the Licensee shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with its creditors or suffer any distress or execution to be levied upon its goods, then, and in any of the said cases, it shall be lawful for the Licensor by notice in writing served on or posted to the Licensee at its last known address or registered office in Hong Kong to determine this Agreement forthwith and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Licensor in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions. In the event of determination of this Agreement pursuant to this Clause (4)(a), the Licence Fee and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Licensee by the Licensor.
 - (b) That in the event of the Licence Fee or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not), the Licensee shall pay interest to the Licensor on such amount of the Licence Fee or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following such due date or dates until payment

of all Licence Fee or other charges due and interest thereon have been paid by the Licensee to the Licensor, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited, but without prejudice to the Licensor's rights hereinbefore contained.

- (c) (i) That the Licensee shall on or before the signing or execution of this Agreement deposit with the Licensor a sum of Hong Kong Dollars

A sum equivalent to three months' fixed licence fee stated in the Fourth Schedule hereto is to be inserted only (HK\$) by way of deposit ("Security Deposit") as security for the due payment of the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings as aforesaid and the due payment of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under any other agreements of any other licences or any leases or tenancies of any premises granted or to be granted by the Licensor to the Licensee (hereinafter referred to as "Other Agreements") and the due performance and observance by the Licensee of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained herein and in Other Agreements. The Security Deposit shall remain deposited with the Licensor throughout the term of the licence hereby granted free of any interest to the Licensee.

- (ii) At the expiration or sooner determination of this Agreement, if the Licensee shall have paid all the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof and all the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon, and if there shall be no breach of any of the terms and conditions contained herein and in Other Agreements as at the date of the expiration or sooner determination of this Agreement, the Licensor shall refund the Security Deposit to the Licensee without interest thereon after the Licensee shall have duly reinstated or restored or vacated or carried out all works including any of the Works and Services in the Restricted Area or the Advertising Areas or any part of any of them in all respects to the satisfaction of the Licensor and have duly delivered the

Advertising Areas to the Licensor in accordance with the provisions herein contained but if there shall be any Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof and/or any licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon in arrears, the Licensor may apply such Security Deposit towards payment of such arrears of the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof and/or such arrears of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon, and the Licensor shall be entitled to deduct the amount(s) from the Security Deposit for payment of any Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(b) hereof in arrears to the Government and/or any licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon in arrears to the Government or other corporation (as the case may be), or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained herein or in Other Agreements as at the date of the expiration or sooner determination of this Agreement, the Licensor may apply such Security Deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Licensor may have against the Licensee by reason of the breach and shall only pay the balance (if any) of the Security Deposit to the Licensee.

- (iii) In the case of the Licensor exercising its right to terminate this Agreement under Clause (4)(a) hereof by reason of the default on the part of the Licensee in payment of the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings and any interest payable under Clause (4)(b) hereof as aforesaid or in performance

or observance of any of the agreements, covenants, terms, conditions, provisions and stipulations on the Licensee's part herein contained, the Licensor shall without prejudice to its other rights and remedies herein contained be entitled to forfeit the whole of the Security Deposit as and for liquidated damages and not as penalty.

- (iv) Nothing contained in this Clause (4)(c) shall be so construed as preventing the Licensor from recovering from the Licensee damages in respect of such default over and above the Security Deposit and the payment of the Security Deposit shall not be deemed or considered as a payment of the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties or any other outgoings and interest thereon in advance and accordingly in any action for recovery of possession for non-payment of the Licence Fee, electricity charges, utility services charges, rates, management fees, taxes, assessments, charges, duties and other outgoings payable by the Licensee hereunder and any interest payable under Clause (4)(b) hereof, the Licensee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.
- (v) For the avoidance of doubt, the payment of the Security Deposit shall not be deemed or considered as a payment of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties or any other outgoings and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other outgoings payable under Other Agreements and any interest payable thereon, the Licensee shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.
- (vi) Nothing contained in this Clause (4)(c) shall affect or prejudice the rights and interests of the Licensor under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Licensor from recovering damages, or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Licensor may apply the Security Deposit towards payment of arrears of the licence fee, rent, electricity charges, utility services charges, Government rent, rates, management fees, taxes, assessments, charges, duties and other

outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon or remedying any breach of provisions, conditions, terms or stipulations contained in Other Agreements as at the date of the expiration or sooner determination of this Agreement without the Licensor first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

- (d) (i) That the Licensor shall arrange for the stamping of this Agreement and its counterpart, and the Licensee shall pay the adjudication fee and fifty per cent (50%) of the stamp duty (if any) chargeable on this Agreement and its counterpart pursuant to section 13 of the Stamp Duty Ordinance (Cap. 117) and the provision deemed to be contained in this Agreement by virtue of section 42(2) of the Stamp Duty Ordinance (Cap. 117), any regulations made thereunder and any amending legislation.
- (ii) That each party shall bear its own costs in connection with the preparation of this Agreement.
- (e) That if the Restricted Area or the Advertising Areas or any part of any of them are rendered unfit for occupation or use or operation of the Advertising Display Systems by fire, storm, wind, water, seawater, typhoon, defective construction, white ants, termites, earthquake, landslip, act of God or any other calamity beyond the control of the Licensor and not attributable to any failure of the Licensee to observe and carry out its obligations herein contained, the Licence Fee or a part thereof proportionate to the extent to which the Advertising Areas shall have been so rendered unfit for occupation or use or operation of the Advertising Display Systems shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Restricted Area or the Advertising Areas or such part of any of them shall have been again rendered fit for occupation or use or operation of the Advertising Display Systems but except as aforesaid, no compensation shall be payable by the Licensor to the Licensee PROVIDED ALWAYS THAT the Licensor shall not be required to reinstate the Advertising Areas or any part thereof if by reason of the physical condition of the Advertising Areas or any part thereof or any Ordinances or regulations or other circumstances beyond the control of the Licensor it is not in its opinion practicable or reasonable so to do in which circumstances the licence hereby granted shall be determined without any compensation payable to the Licensee.
- (f) That no compensation shall be payable by the Licensor to the Licensee in respect of any loss or damage caused to the Licensee or others by reason of: (i) any water or seawater flowing on to the Restricted Area or the Advertising Areas or fire or landslip or subsidence on, or to, or of, or from

the Restricted Area or the Advertising Areas; or (ii) any other causes beyond the control of the Licensor including but not limited to any loss or damage caused to the Licensee or others by any interruption or failure in the supply of electricity, water or other utilities to the Advertising Areas.

- (g) That upon the termination in whatsoever manner of this Agreement, the rights and liberties hereby granted shall absolutely cease and determine but without prejudice to any right of the Licensor in respect of any antecedent breach of the agreements, conditions, terms, obligations and provisions herein contained.
- (h) That the licence hereby granted is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Sixth Schedule hereto.
- (i) The rights to occupy and use the Advertising Areas will be granted to and taken by the Licensee on the Date of Commencement specified in the Second Schedule hereto.
- (j) That upon the termination of this Agreement in whatsoever manner, the Licensee shall have no right whatsoever to claim compensation in any form or re-provisioning of accommodation from the Licensor.
- (k) (i) That the Licensee shall, at its own cost and expense, insure and keep insured at all times during the term of the licence hereby granted the Advertising Areas and the Advertising Display Systems and all fixtures and fittings therein with insurers approved by the Licensor in writing in advance in the name of the Licensee with the interest of the Licensor noted on the policy and with the policy containing such provisions –
 - (A) for the protection of the Licensor as the Licensor may reasonably require to avoid the interests of the Licensor being prejudiced by any act, neglect, or default of the Licensee or of any employee, contractor, agent, workman, or of any other occupier, or any invitee of the Licensee, against loss or damage or costs or anything that the Licensor may be obliged to do arising directly or indirectly out of or in connection with the occupation or use of the Advertising Areas and the Advertising Display Systems by the Licensee (collectively “the Loss, Damage or Costs”). The Loss, Damage or Costs include but are not limited to –
 - (I) any legal expenses that may be incurred by the Licensor or that may be awarded against the Licensor or that the Licensor agrees to pay;

- (II) damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave in the sea, collision by aircraft or parts of aircraft, articles dropped from the aircraft or parts of aircraft, flood, storm, lightning, burst pipes, power supply failure, damage due to any malfunction of any sprinkler system or due to any break, rupture, or any leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact; and
 - (III) such other risks and contingencies as the Licensor may from time to time require the full replacement value or reinstatement cost including architects', surveyors', engineers' and any other professional fees, demolition charges (if any) with full provision for estimated inflation and loss of the Licence Fee throughout the term of the licence hereby granted; and
 - (B) for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage whatsoever or legal costs suffered or paid by any person in connection with the occupation or use of the Advertising Areas and the Advertising Display Systems by the Licensee.
- (ii) That the Licensee shall duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under Clause (4)(k)(i) hereof before the same become due and to produce to the Licensor the said policy or policies of such insurance and proof of such payments within seven (7) days of the premium or premiums becoming due failing which the Licensor may take out or renew such policy or policies of insurance in any sum the Licensor may deem expedient; all moneys expended by the Licensor under this provision shall be reimbursed by the Licensee on demand and shall bear interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited from the date of payment by the Licensor PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Advertising Areas, the Advertising Display Systems, and all fixtures and fittings therein maintained or effected by the Licensee (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Licensor or, if the moneys are not paid by the insurers directly to the Licensor, shall be held on trust for the Licensor; and shall at the option of the Licensor be applied in

replacing, restoring, repairing or reinstating the Advertising Areas, the Advertising Display Systems or any part of any of them, and any fixtures, fittings or other assets within the Advertising Areas which are destroyed, damaged or lost and any deficiency found in replacing, restoring, repairing or reinstating the same shall be made good by the Licensee AND PROVIDED FURTHER THAT should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Licensee, or of any employee, contractor, agent, workman or any other occupier or any invitee of the Licensee, the Licensee shall, at its own cost and expense, replace, restore, repair or reinstate the Advertising Areas, the Advertising Display Systems or any part of any of them and any fixtures, fittings or other assets therein in all respects to the satisfaction of the Licensor. Should the Licensee fail to perform its obligations as stated in Clauses (4)(k)(i) and (4)(k)(ii), it shall be lawful for the Licensor, its officers, servants, agents, contractors and its or their workmen to enter upon the Advertising Areas to carry out such works as the Licensor considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Licensee to the Licensor on demand and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee).

- (iii) That the Licensee shall not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Advertising Areas and the Advertising Display Systems and all fixtures and fittings therein, or any of them, against the risks referred to in Clause (4)(k)(i) hereof may become void or voidable.
- (l) That the Licensee shall indemnify and keep indemnified the Licensor or any officer, employee, contractor, agent, workman, occupier, licensee, invitee or servant of the Licensor from and against all actions, suits, proceedings, liabilities, costs, expenses, claims and demands whatsoever brought or taken in respect of:

- (i) any loss of or damage to any part or parts of the Advertising Areas and the Restricted Area, any adjoining or neighbouring lot, lots or premises; and
- (ii) any injury to or death of any person or any damage or loss caused to any property,

by reason of, arising from or as a result of any accident or failure occurring to, in, or in connection with any part of the Advertising Display Systems, any advertising display system, showcase, frame or fitting or any other article or thing erected or placed on or in the Advertising Areas by or relying on the authority of the Licensee or any employee, contractor, agent, workman, occupier or invitee of the Licensee.

- (m) That in the event of an accident resulting in personal injury or death of any workman or other person employed by the Licensee on, in or in connection with the Advertising Areas, and whether there be a claim for compensation or not, the Licensee shall without delay give immediate verbal notice, to be followed by a notice in writing within twenty-four (24) hours of such personal injury or death to the Licensor.
- (n) That the Licensor shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance (Cap. 22), the Employees' Compensation Ordinance (Cap. 282), the Occupiers Liability Ordinance (Cap. 314), or at common law, by or in consequence of any accident or injury to any workman or other person whether in the employment of the Licensee or its contractor and the Licensee shall indemnify and keep indemnified the Licensor and its officers, employees, contractors, agents, workmen, occupiers, licensees, invitees and servants on a full indemnity basis against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (o) That at the expiration of the term of the licence hereby granted or early termination of this Agreement, the Licensee shall in accordance with Clause (4)(p) hereof surrender and deliver up vacant possession of the Advertising Areas to the Licensor in all respects to the Licensor's satisfaction. The Licensor shall have the full right to arrange for any new licence of the Advertising Display Systems within the Advertising Areas (in case the Licensor exercises the option or its right referred to in Clause (4)(p) hereof) or the Advertising Areas at its sole discretion and the Licensee shall at all reasonable times within one (1) calendar month immediately preceding the expiration or early termination of this Agreement and upon prior notice allow prospective licensees of the Licensor to access to the Advertising Areas and inspect the Advertising Areas and the Advertising Display Systems.
- (p) That at the expiration or early termination of this Agreement, the Advertising Display Systems and all fixtures, fittings and equipment

installed by the Licensee in the Advertising Areas pursuant to this Agreement shall, at the option of the Licensor, become the sole and exclusive property of the Licensor, and shall be and remain vested in the Licensor immediately upon such option being exercised without any compensation therefor being paid by the Licensor to the Licensee or relief of any nature whatsoever against the Licensor, and the Licensee shall have no residual rights of any kind whatsoever over the Advertising Display Systems and all fixtures, fittings and equipment installed by the Licensee in the Advertising Areas pursuant to this Agreement. Unless the option is exercised by the Licensor, if so required by the Licensor at the expiration or early termination of this Agreement, the Licensee shall at its own cost and expense demolish and remove in all respects to the satisfaction of the Licensor the Advertising Display Systems, all alterations and additions made to the Advertising Areas and all fixtures, fittings, equipment, apparatus and structures installed by the Licensee then standing on or forming part of the Advertising Areas without any compensation therefor being paid by the Licensor to the Licensee or relief of any nature whatsoever against the Licensor, and at the Licensee's own cost and expense reinstate the Advertising Areas, repair and make good any damage caused to the Advertising Areas and the Restricted Area and any drains, waterways, watercourses (including water mains), sewers, pipes, cables, wires or other utilities thereon or thereunder resulting from such demolition, removal and reinstatement works (hereinafter collectively referred to as "the Works") in all respects to the satisfaction of the Licensor. The Licensee shall prior to carrying out any of the Works submit the proposal on the Works for the written approval of the Licensor. If the Licensee fails to carry out any such Works in all respects to the satisfaction of the Licensor as required under this Clause (4)(p), the Licensor may carry out the same and recover the costs so incurred from the Licensee, and such costs shall include such administrative charges as may be fixed by the Licensor in its absolute discretion. Such costs if unpaid on the due date as specified by the Licensor shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Licensee to the Licensor, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Licensor as to the costs of any such works shall be final, conclusive and binding on the Licensee). Without prejudice to the Licensor's other rights under this Agreement, the Licensor shall have the right to require the Licensee to provide, at the Licensee's own cost and expense, one or more reports from qualified person(s) approved by the Licensor and in the form and contents as approved by the Licensor to certify that all or any of the Works required to be carried out under this Clause 4(p) have been satisfactorily completed. The decision of the Licensor as to whether the Works have been completed in all respects to the satisfaction of the Licensor shall be final, conclusive and binding on the Licensee.

- (q) That the powers, functions and duties granted or reserved to the Licensor under this Agreement may be exercised by any person duly authorised by it.
- (r) The Licensor shall have the absolute right and power to suspend the Licensee's use of the Advertising Areas or the Advertising Display Systems or any part or parts thereof for displaying advertisements and for carrying out any works and the Licensor may, at its sole and absolute discretion, give seven (7) days' notice in writing notifying the Licensee of such suspension and the period of suspension, and the Licensee shall cease to occupy or use the Advertising Areas or the Advertising Display Systems or such part or parts thereof for the period of suspension until further notice from the Licensor in writing that the use thereof could be resumed and the Licence Fee as referred to in the Fourth Schedule hereto in respect of such period of suspension shall be adjusted in accordance with such amount to be determined by the Licensor at its absolute discretion. Upon the exercise of such right and power to suspend the Licensee's use and occupation of the Advertising Areas or the Advertising Display Systems or any part or parts thereof for displaying advertisements and for carrying out any works, no compensation whatsoever shall be payable by the Licensor to the Licensee and the Licence Fee shall be reinstated in full upon the expiry of the suspension period.
- (s) That any notice to be served by the Licensor or its officers on the Licensee under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Licensee if forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent.
- (t) That any notice to be served by the Licensee on the Licensor under this Agreement shall be addressed to the Senior Marine Officer/Ferry Terminals, Marine Department for and on behalf of the Licensor and served on the Licensor by post or by leaving the same at the address of the Marine Department at 3/F, Shun Tak Centre, 200 Connaught Road Central, Hong Kong or such other address as may be notified to the Licensee.
- (u) That where the context so admits or requires the expression the "Licensee" shall mean the party entering into and signing/ executing this Agreement 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.
- (v) That this Agreement creates a licence only and nothing herein contained shall create the relationship of landlord and tenant between the parties hereto or give the Licensee any estate or interest in the Advertising Areas

other than that of a licence and the Licensee acknowledges that it does not and shall not claim any other interest or estate of any kind or extent whatsoever in the Advertising Areas.

- (w) That wherever in this Agreement it is PROVIDED THAT:-
 - (i) the Licensor or its duly authorized officers shall or may carry out works of any description on the Advertising Areas or the Advertising Display Systems or any part or parts thereof or outside the Advertising Areas (whether on behalf of the Licensee or on the failure of the Licensee to carry out such works or otherwise) at the cost of the Licensee or that the Licensee shall pay or repay to the Licensor or to its duly authorized officers on demand the cost of such works, such cost shall include such administrative, supervisory and overhead charges as may be fixed by the Licensor or by its duly authorized officers; and
 - (ii) the prior approval or consent of the Licensor or its duly authorized officers is required, they may give the approval or consent on such terms and conditions (including the payment of fees) as they see fit or refuse it at their absolute discretion.
- (x) That the Licensor shall have the full right to terminate this Agreement if the Licensee, its employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the licence hereby granted.
- (y) That the security of the Advertising Areas and the Advertising Display Systems shall be the sole responsibility of the Licensee.
- (z) That the Licensor shall have the absolute right to permit any service or business for any purposes at the sole discretion of the Licensor to be operated in any other locations within the Restricted Area or adjacent to or adjoining the Advertising Areas or any part of any of them. The Licensee shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.
- (aa) That the Licensee shall obtain the prior written approval of the Licensor before the Licensee may carry out any inspection, repair or maintenance works on the Advertising Display Systems and any replacement of advertisements displayed at the Advertising Areas.
- (bb) That the Licensor shall have the absolute right to permit and grant such licence or licences to any party or parties in respect of the additional advertising area or areas which is or are near or adjacent to the Advertising Areas and the Licensee shall make no objection thereto and

shall have no right to claim compensation whatsoever for such permission and the grant of such licence or licences as aforesaid.

- (cc) (i) Any damage or obstruction caused by the Licensee, its employees, servants, agents, contractors or invitees to any nullah, sewer, storm-water drain or water main within or adjoining or near the Advertising Areas or the Restricted Area shall be made good by the Licensor who may carry out such necessary works at the cost of the Licensee, and the cost of such works shall be paid on demand to the Licensor by the Licensee.
 - (ii) Notwithstanding sub-clause (i) of this Clause (4)(cc), the Licensee shall, at the request of the Licensor, make good such damage or obstruction as specified by the Licensor, at the cost and expense of the Licensee, and in all respects to the satisfaction of the Licensor.
- (dd) That the benefit of this Agreement is personal to the Licensee and not transferable or assignable and the rights given in and the benefits of this Agreement may only be exercised by the Licensee and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause:-
- (i) In the case of a Licensee which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or have effective control thereof;
 - (ii) In the case of a Licensee which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise;
 - (iii) The giving by the Licensee of a power of attorney or similar authority whereby the donee of the power obtains the right to use the Advertising Areas or the Advertising Display Systems;
 - (iv) The change of the Licensee's business name without the prior written consent of the Licensor;
 - (v) The holding on trust by the Licensee of the rights to use the Advertising Areas or the Advertising Display Systems;
 - (vi) The assignment or sharing of any revenues from the Business; and

- (vii) Any arrangement whereby de facto management and/or control of the Business is vested in or exercisable by any person other than the Licensee.

- (ee) Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Agreement.

- (ff) That the lighting system of the Restricted Area or any part thereof including but not limited to its associated conduits, trucking and switchgear shall not be blocked or interfered with by the Licensee or any servants, employees, contractors, agents or invitees of the Licensee.

- (gg) (i) Notwithstanding anything herein, upon the occurrence of any of the following events, the Licensor may terminate this Agreement with immediate effect:
 - (a) the Licensee has engaged, or is engaging, or is in the Licensor's reasonable belief to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong;
 - (b) the continuation of the licence hereby created is or shall in the Licensor's reasonable belief be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong; or
 - (c) the Licensor reasonably believes that any of the events mentioned in this sub-clauses (i)(a) and (b) is about to occur.

For the avoidance of doubts, the word "engage" or its variants in this condition shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Licensor to terminate this Agreement shall be final, conclusive and binding on the Licensee.

- (ii) Upon exercising the right under Clause (4)(gg)(i) and without prejudice to any right of action of the Licensor in respect of any antecedent breach, non-performance or non-observance of any of

the terms and conditions to be performed or observed by and on the part of the Licensee herein contained, the licence hereby created shall cease and determine and the Licensee shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Advertising Areas to the Licensor in all respects to the Licensor's satisfaction and upon the exercise of such right no compensation whatsoever shall be payable by the Licensor to the Licensee.

- (hh) That this Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement.

THE FIRST SCHEDULE

The Walls

The solid walls, claddings, glass curtain walls, glass partitions, glass balustrades or columns erected or installed in the Restricted Area.

THE SECOND SCHEDULE

Date of Commencement : * to be deleted by the Government as applicable

* Date of Commencement: This Agreement shall commence on [*a date is to be inserted*] (hereinafter referred to as the “Date of Commencement”).

(N.B. The above is applicable if the date of commencement of this Agreement is known on or before the date of the signing of this Agreement by the Licensee.)

* Date of Commencement: The licence shall commence on the date specified in a letter from the Senior Marine Officer/Ferry Terminals, Marine Department to the Licensee (hereinafter referred to as the “Date of Commencement”) which shall be a date not later than 3 months from the date of this Agreement.

(N.B. The above is applicable if the date of commencement of this Agreement is not known on or before the date of the signing of this Agreement by the Licensee.)

THE THIRD SCHEDULE

Purpose for which the Advertising Areas may be used

For installation, operation, management, maintenance and control of the Advertising Display Systems for the purposes of displaying such advertisements in accordance with the terms and conditions of this Agreement.

THE FOURTH SCHEDULE

Licence Fee : HK\$ per calendar month (exclusive of rates, charges, taxes, assessments, duties and any other outgoings whatsoever) payable in advance on the first day of every calendar month during the term of the licence hereby granted without any deduction or set off. The first payment shall be made upon the signing or execution of this Agreement.

THE FIFTH SCHEDULE

The sizes and types of the Advertising Display Systems to be erected within the Advertising Areas are indicated on the Plans annexed hereto and any advertisement signs displayed thereon shall not exceed the sizes of the Advertising Display Systems as shown on the plans (Plan Nos. MFT3001-6 and MFT3001-7) annexed hereto.

THE SIXTH SCHEDULE

Special Conditions referred to in
Clauses (3)(k) and (4)(h) of this Agreement

- (1) Upon demand by the Licensor, the Licensee shall at its own cost and expense temporarily remove any advertisement sign(s) displayed on the Advertising Display Systems, or any part or parts thereof, to facilitate any maintenance works to be carried out by the Licensor within the Advertising Areas and the Restricted Area , or any part or parts thereof, and the Licensee shall re-display the said advertisement sign(s) on the Advertising Display Systems or re-install the Advertising Display Systems, or any part or parts thereof, upon notification by the Licensor. The Licensee shall have no right to claim against the Licensor for: (a) any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the said maintenance works; or (b) any reimbursement of any costs or expenses incurred by the Licensee in complying with such demand made by the Licensor.

- (2)
 - (a) The Licensee acknowledges that renovation works as may be required to be done to the Restricted Area (including but not limited to internal walls and floors) may be carried out during the term of the licence hereby granted. The Licensee shall follow and accept any temporary arrangements caused by such renovation works as may be notified by the Licensor by written notice to the Licensee. The Licensee agrees to the erection of any temporary structure(s) by the Licensor inside or outside the Restricted Area or in front of the Advertising Areas for the purposes of carrying out the said renovation works. The Licensee shall have no right to claim against the Licensor for: (a) any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the said renovation works; or (b) any reimbursement of any costs or expenses incurred by the Licensee in following and accepting any temporary arrangements caused by such renovation works.

 - (b) The Licensee shall accept the temporary interruption or disruption to the provision of the utility services (including but not limited to electricity supply and lighting, etc.) during the renovation period mentioned in sub-clause (a) above. The Licensee acknowledges and agrees that the Licensor shall not be liable or responsible for any annoyance, disturbance, nuisance, injury, loss or damage to or suffered by the Licensee, its servants, contractors, subcontractors, employees, agents, visitors or invitees or to its or their property caused by or arising directly or indirectly out of or in connection with the said renovation works or any other related works and no claim or reduction in the Licence Fee or otherwise shall be made by the Licensee against the Licensor by reason of such renovation works or any other related works.

- (3) Notwithstanding any provisions herein contained, the Licensor shall have full power to terminate this Agreement and resume, re-access to and retake possession of all or any part of the Advertising Areas if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be final, conclusive and binding on the Licensee) on giving to the Licensee three (3) calendar months' prior notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Licensor's right to enforce any antecedent breaches, the licence of the Advertising Areas or any part thereof so resumed shall cease and determine and the Licensee shall quit and deliver up vacant possession of the Advertising Areas or any part thereof so resumed and upon the exercise of such power, no compensation whatsoever shall be paid to the Licensee by the Licensor.

IN WITNESS WHEREOF the Director of Marine, Marine Department, being duly authorized by the Licensor so to do has set her hand hereto for and on behalf of the Licensor and the Licensee has set its hand hereto / has executed this Agreement on the day and year first above written.

Signed by)
)
)
)
)
)
 Director of Marine,)
 Marine Department)
 for and on behalf of the Licensor).....
)
 in the presence of :-).....

.....

Name of Witness in block letters :
Marine Department
Hong Kong

Signed by the Licensee)
)
)
)
)
)
)
 (name(s) in block letters)
 for and on behalf of the Licensee)
)
 in the presence of :-).....

.....

Name of Witness in block letters :
Occupation :
Address :

OR

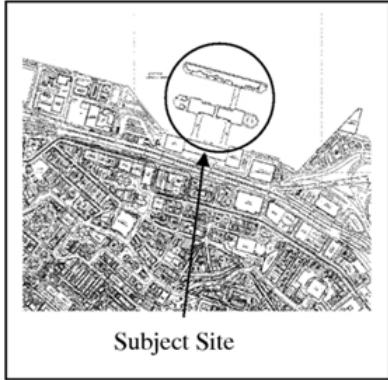
Sealed with the Common Seal of)
the Licensee and signed by)
)
)
in the presence of:-)

OR

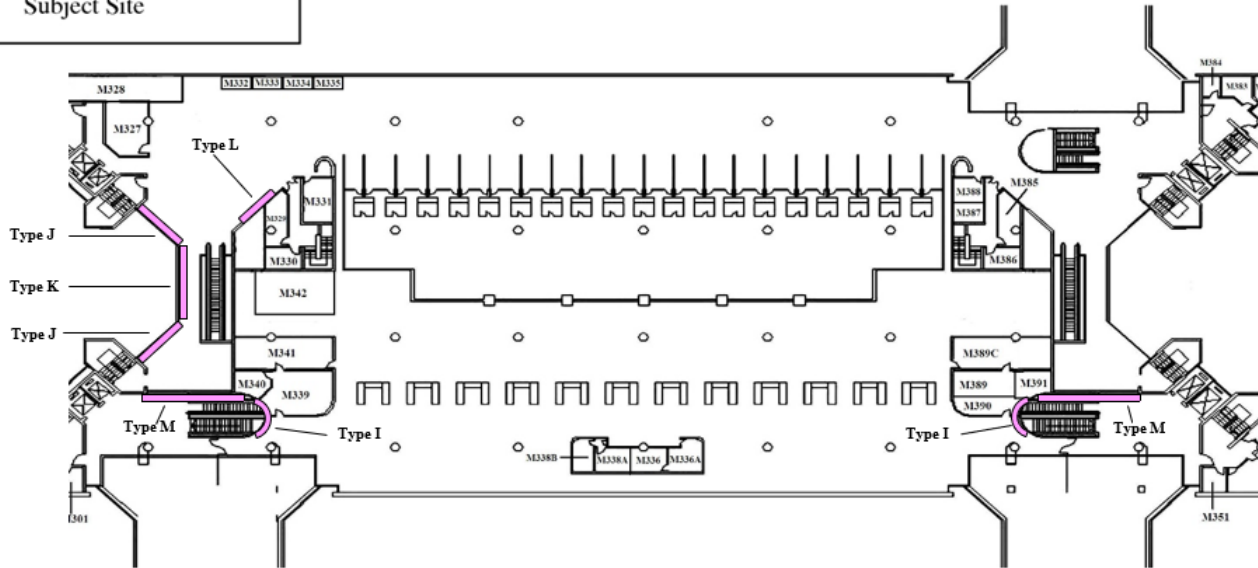
(for use by company incorporated in Hong Kong and execute the Licence Agreement without a common seal affixed)

Executed by the Licensee acting through)
[], its sole director)
or
[], its director and)
[], its director)
or
[], its director and)
[], its company secretary)
in accordance with Sections 127(3) and)
127(5) of the Companies Ordinance)
(Cap. 622) in the presence of:-)

.....
Name of Witness in block letters :
Occupation :
Address :



Subject Site



HONG KONG - MACAU FERRY TERMINAL
INNER PIER DECK 3

LEGEND

 ADVERTISING AREAS

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY

LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

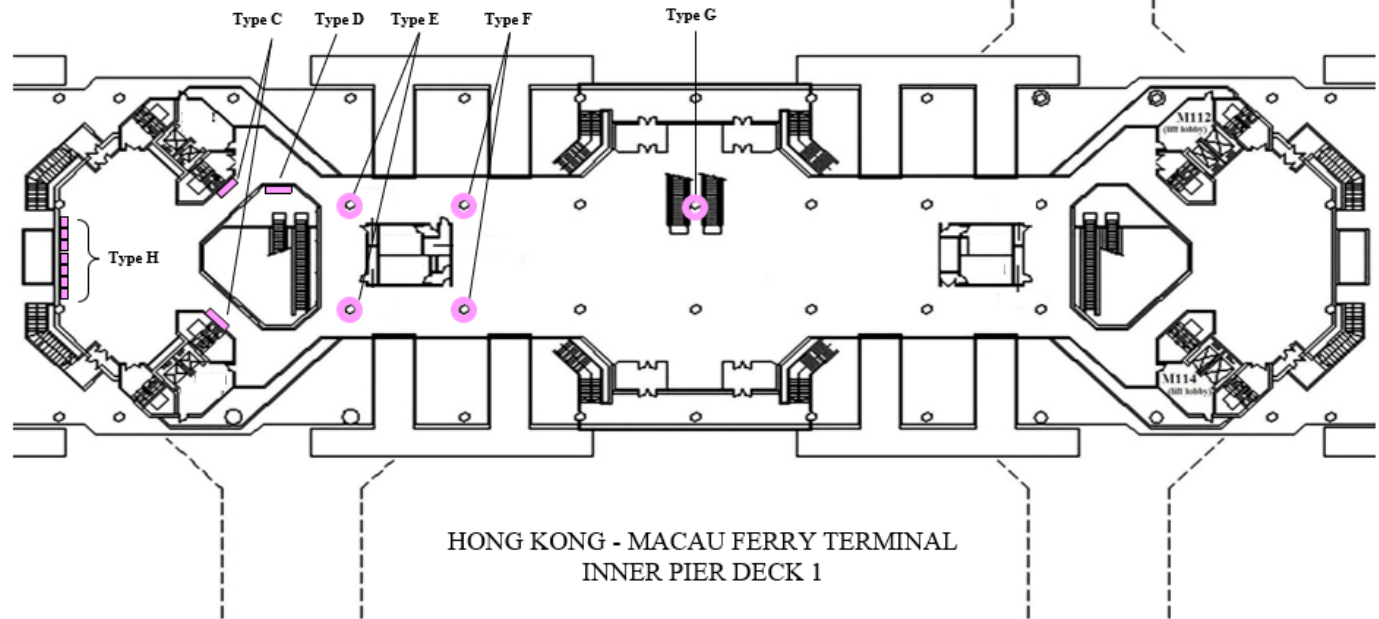
PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG – MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-1



**MARINE
DEPARTMENT**



HONG KONG - MACAU FERRY TERMINAL
INNER PIER DECK 1

LEGEND

 ADVERTISING AREAS

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY

LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

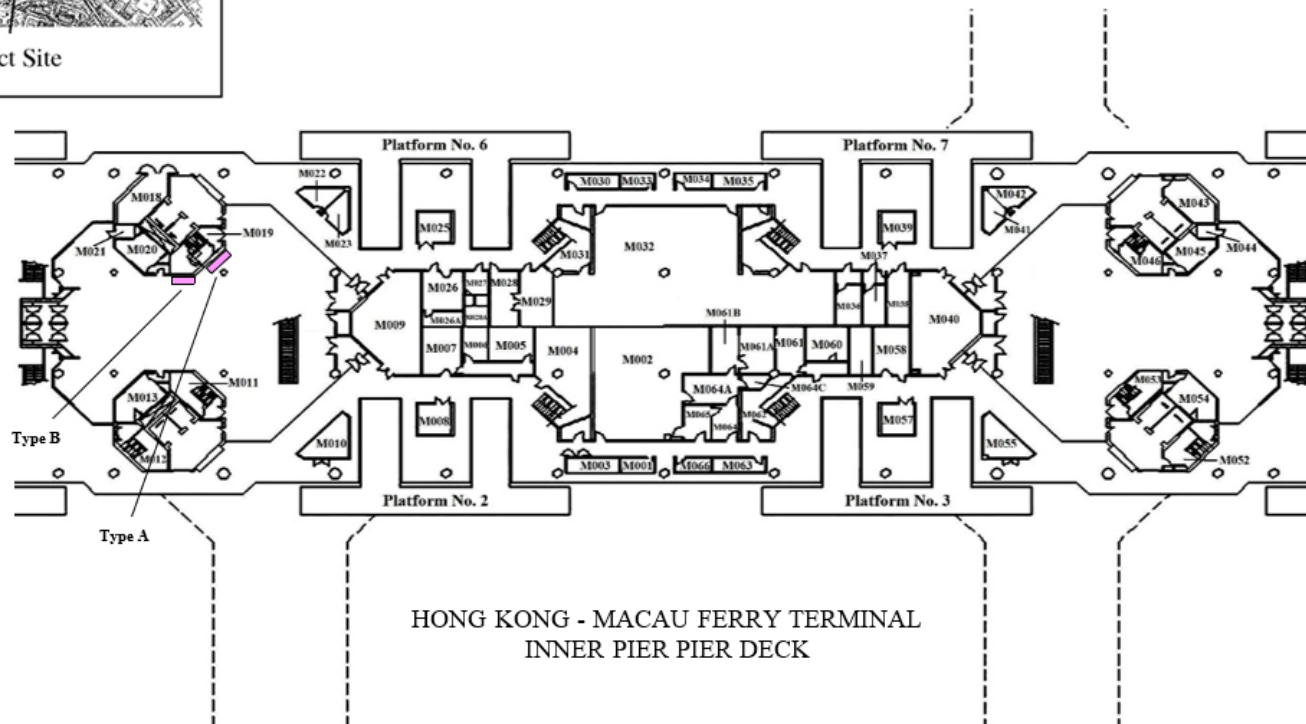
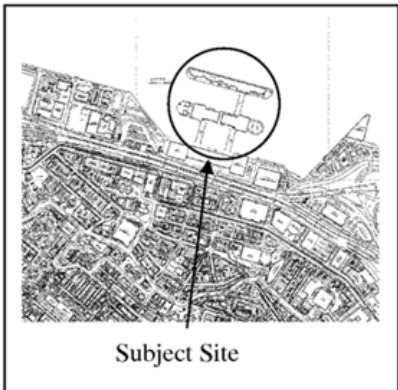
PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG - MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-2



**MARINE
DEPARTMENT**



LEGEND

 **ADVERTISING AREAS**

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY

LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

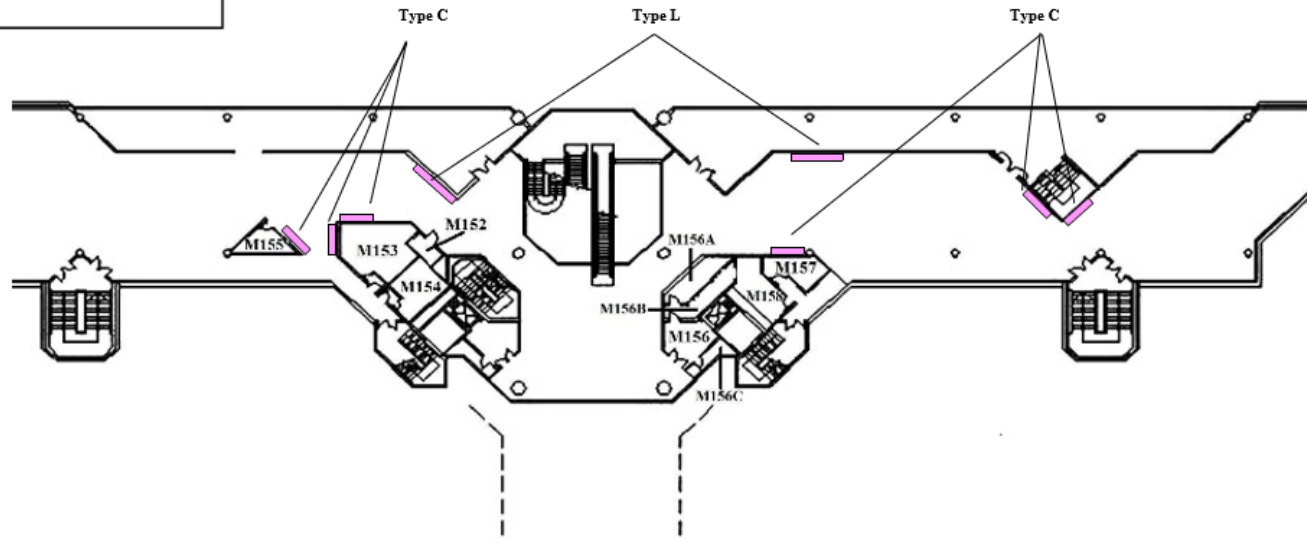
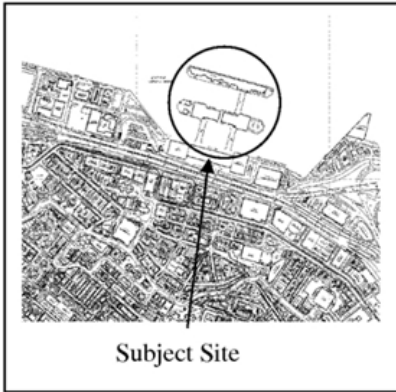
PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG - MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-3



**MARINE
DEPARTMENT**



HONG KONG - MACAU FERRY TERMINAL
OUTER PIER, DECK 1

LEGEND

 ADVERTISING AREAS

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY

LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG - MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

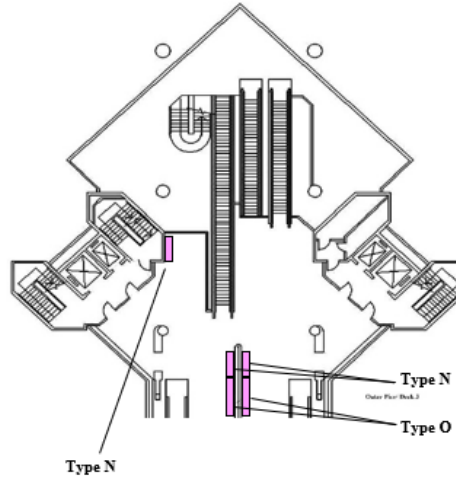
PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-4



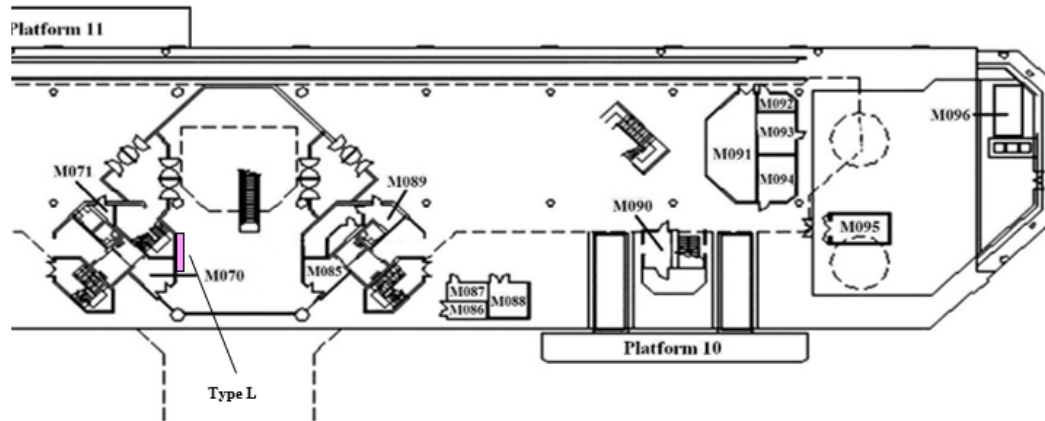
**MARINE
DEPARTMENT**



Subject Site



HONG KONG - MACAU FERRY TERMINAL
OUTER PIER, DECK 3



HONG KONG - MACAU FERRY TERMINAL
OUTER PIER, PIER DECK

LEGEND

 ADVERTISING AREAS

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY

LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

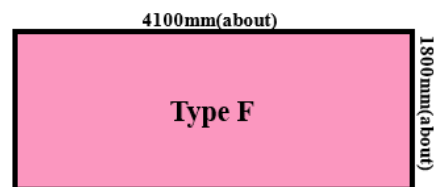
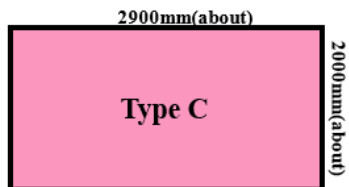
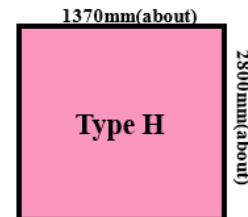
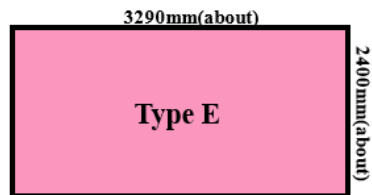
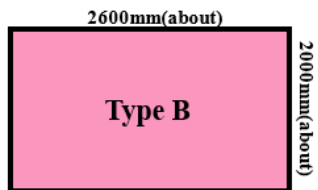
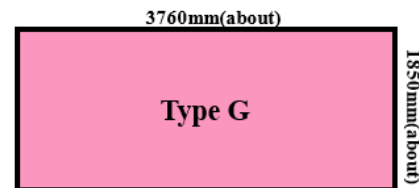
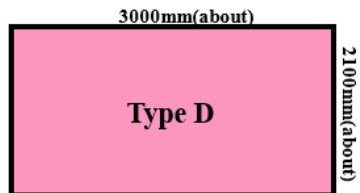
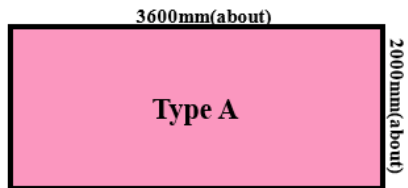
PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG - MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-5



**MARINE
DEPARTMENT**



Sizes of the Advertising Display Systems

NOT TO SCALE
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LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

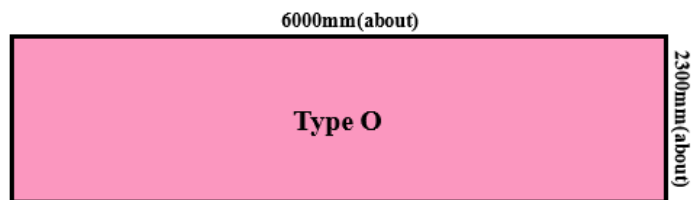
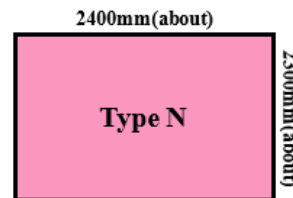
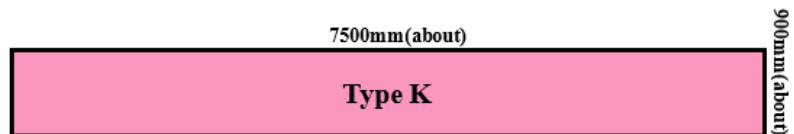
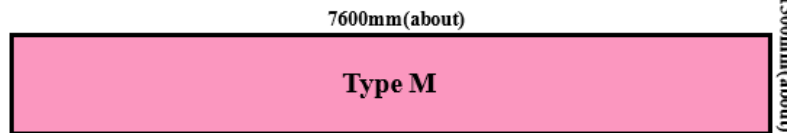
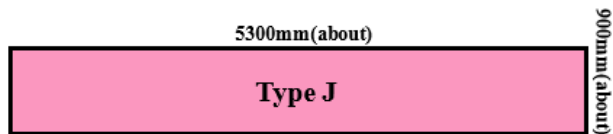
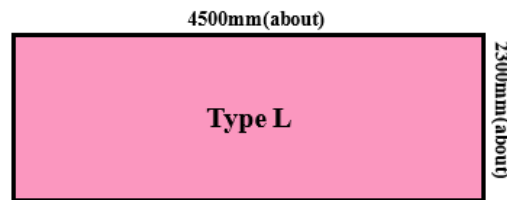
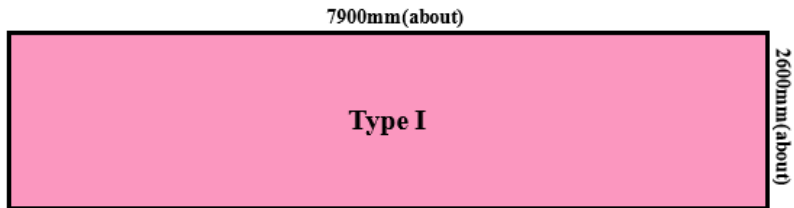
PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG – MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-6



**MARINE
DEPARTMENT**



Sizes of the Advertising Display Systems

NOT TO SCALE
FOR IDENTIFICATION PURPOSE ONLY

LICENCE AGREEMENT NO. :

MFT3001

LICENSEE:

PREMISES:

THIRTY-NINE ADVERTISING AREAS ON PORTIONS OF THE WALLS AT THE RESTRICTED AREA OF HONG KONG – MACAU FERRY TERMINAL, SHEUNG WAN, HONG KONG

PARTIES	SIGNATURE/ EXECUTION
LICENSOR	
WITNESS	
LICENSEE	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-009[1]
PLAN NO.	MFT3001-7



**MARINE
DEPARTMENT**

