

## **SECOND SCHEDULE**

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

#### **General**

1. The Licensee must not use the Licence Area, and must ensure that the Licence Area will not be used, for any purpose other than lawfully conducting the Business on the Licensee's own account.
2. If the FEHD considers that any activity conducted by the Licensee to publicize, promote, display, show or sell any article in the Venue is unlawful, immoral or incompatible with the object of the Che Kung Festival Fair (i.e. joyful celebration of the Che Kung Festival for all ages), the FEHD is entitled to direct the Licensee to stop conducting such activity and the Licensee must immediately comply with such direction.
3. The Licensee (whether by himself or through his employees or agents) must not:
  - (a) conduct any act (including chanting slogans, using language, displaying messages or signs through any medium (such as leaflets, banners, items of clothing, audio, visual or electronic devices), and holding gatherings or activities) in such a manner which, in the opinion of the Government -
    - (i) might disturb or affect public order or public safety at the Venue;
    - (ii) might cause or lead to a breach of the peace at or in the vicinity of the Venue;
    - (iii) might obstruct the free or smooth movement of visitors or otherwise increase the Government's difficulty in managing the crowds in the Venue;
    - (iv) might cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Venue or to any persons at the Venue; or
    - (v) might be offensive, insulting or abusive to any persons at the Venue.
  - (b) behave otherwise than in an orderly and decent manner; or
  - (c) bring any furniture, equipment (including loud hailers, amplifiers and other audio, visual or electronic devices), goods, chattels (including banner stands, ornaments and articles) into the Venue except as is necessary for the exercise of the rights given in Clause 2.1 of the main body of this Agreement.
4. The Licensee must comply with all instructions and directions on the use of the Venue as may from time to time be given by the Director, the FEHD or other Government departments.

### **Setting up of Stalls**

5. The height of dry goods stalls must not exceed 3 m from ground level.
6. No palm leaves may be used in the construction of the stall in the Licence Area. The awning of the stall must be made of incombustible materials.
7. No sign or decoration is allowed to be hung across the thoroughfares between the rows of stalls, and no bamboo pole or other installation is allowed to protrude beyond the Licence Area.
8. Roofs of stalls must not be used for storing commodities or any other things or for carrying on any other activities.

### **Conduct of Business**

9. The Licensee must not conduct any Business in the Licence Area without the necessary licence, permit and/or authorization. The Licensee must comply with the requirements and conditions of any such licence, permit and/or authorization.

(\*Note: This Agreement does not confer exemption from any licensing requirement. The Licensee must approach the relevant authorities for obtaining all licence, permit and/or authorization necessary for conducting the Business in the Licence Area. The Licensee is reminded that it will take time for the relevant authorities to consider and decide on an application for a licence, permit and/or authorization, and that there will be no abatement of Licence Fee on the ground that the Licensee cannot operate the Business pending the issuance of the relevant licence, permit and/or authorization.)

10. The Licensee must conduct the Business in the Licence Area during the hours to be specified by the FEHD. No person may remain in the Licence Area overnight without the FEHD's prior permission. Such permission will only be given to enable the Licensee to post watchmen (whose names and Hong Kong identity card numbers have been registered with the FEHD) to look after the contents of the Licence Area.
11. The Licensee must not use the Licence Area or permit the Licence Area to be used for gambling or for any unlawful or immoral purpose.
12. The Licensee must not permit any games to be played in the Licence Area whether for gambling purposes or otherwise.
13. No cooking is allowed at or in the vicinity of the Licence Area.

14. The Licensee is responsible for the safety and security of the Licence Area and its contents.

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

15. The Licensee must not sell commodities other than those specified in the First Schedule unless with the FEHD's prior permission in writing.
16. The Licensee must not stock, display, provide, offer for sale or sell at the Venue any:
- (a) animals and birds;
  - (b) alcoholic drinks;
  - (c) counterfeit goods; or
  - (d) Class II Articles (indecent) or Class III Articles (obscene) under the Control of Obscene and Indecent Articles Ordinance, Cap. 390.
17. Display or sale of hydrogen-filled balloons is prohibited. If balloons or inflated articles are to be displayed or offered for sale, only air or helium may be used for inflating the balloons or inflatable articles.
18. Display or sale of bottled foam or bottled aerosol streamers is prohibited.
19. Display or sale of cigarette, cigar or tobacco and advertisement on cigarette, cigar or tobacco are prohibited.
20. Pure promotion, advertising, membership/customer enrolling activities and any other activities without the sale of tangible commodities are prohibited. For fund-raising activities in addition to the sale of tangible commodities at the Licence Area, the Licensee must obtain prior approval from the Social Welfare Department or the Home Affairs Department as appropriate.
21. Sale of goods by auction is prohibited.
22. Sale of goods by just showing samples / patterns is prohibited. Any goods sold at the Venue must be immediately delivered to the customers upon their payment for the goods. The Licensee may not request any customer to tender payment at the Venue pending subsequent delivery or collection of the goods at other places.

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

23. The Licensee must maintain the Licence Area and its surroundings in a clean, tidy and hygienic condition to the satisfaction of the FEHD.

24. The Licensee must provide and maintain in good and hygienic condition sufficient number of dustbins with close-fitting lids (or such other type of dustbins as may be directed by the FEHD).
25. The Licensee must take all reasonable precautions to prevent damage to the ground surface of the Licence Area and to protect the Licence Area from damage by fire, typhoon and the like.
26. The Licensee must not make any structural or electrical alteration or addition to the Licence Area without the prior written consent of the FEHD.
27. The Licensee must maintain his own appliances, furniture, fixtures and fittings at the Licence Area in good and serviceable repair and condition.
28. The Licensee must permit the Government to have at all times unimpeded access to all parts of the Licence Area to inspect its condition.

#### **Storage of Properties**

29. The Licensee must ensure that the commodities stored or offered for sale at the Licence Area:
  - (a) are kept in a clean and hygienic condition; and
  - (b) are securely placed or stacked up within the Licence Area in such a way so as not to cause any obstruction or pose any accident or fire hazard.
30. (a) The Licensee must ensure that no commodities or other things are placed or left at any place in the Venue outside the Licence Area or will otherwise obstruct or block any such place.  
  
(b) In the event of a breach of sub-clause (a) above, the Government will be entitled to immediately remove and dispose of any such commodities or things in such manner as the Government may see fit without compensation to any party. All costs, losses, damages or expenses incurred by the Government for doing so will be recoverable as a debt due from the Licensee.
31. The Licensee must ensure that no dangerous or prohibited goods within the meaning of the Dangerous Goods Ordinance, Cap. 295 (e.g. any arms, ammunition, explosives or combustible substances) are kept or stored at the Licence Area.

#### **Lighting and Electricity**

32. Illumination facilities will be provided in the Venue. No artificial lighting other than electrical lighting may be used by the Licensee.
33. The Licensee may use batteries to supply electricity for the Licence Area.
34. The Licensee may at his own costs arrange for electrical installation works for temporary supply of electricity from the power company to the Licence Area. In making such arrangement, the Licensee must comply with the following requirements:
  - (a) Any electrical installation works for temporary supply of electricity to the Licence Area must be carried out by the electrical contractor designated by the FEHD. If there is no designated contractor of the FEHD, the works must be carried out by a registered electrical contractor.
  - (b) The electricity supply installation must be made in an area set aside for the purpose within the Venue.
  - (c) The electrical installations must comply with the requirements in the Electricity (Wiring) Regulations, Cap. 406E.
  - (d) The overhead electric wiring must have a minimum headroom clearance of 4.5m from the ground surface to allow the safe passage of fire engines/ambulance etc.
  - (e) Non-weather proof equipment must not be connected to the power supply system when they are placed outdoor.

Non-compliance with any of the above requirements will result in disconnection or termination of power supply to the Licence Area.

35. The FEHD may require the Licensee to disconnect any equipment in possession by the Licensee from the electricity power supply system if there is proof or reasonable suspicion that there is electricity leakage or overloading of the equipment (e.g. tripping of the electricity power supply system). Failure to do so will result in disconnection or termination of electricity power supply to the Licence Area. The electricity power supply to the Licence Area will be resumed or re-connected only after the Licensee has demonstrated to the satisfaction of the Electrical and Mechanical Services Department (e.g. conduct test by a registered electrical worker) that the equipment will not cause any electricity leakage or overloading.
36. The Licensee will be held fully responsible for any accident or fire incident arising from any electrical installations due to the negligence of the Licensee or his employees or agents.
37. The FEHD may impose any other requirements for the safe operation of the electricity

supply system.

38. The FEHD may restrict the maximum electric current measured in ampere to be provided to the Licence Area and the level of restriction may be changed from time to time during the Licence Period. The Licensee must observe such restriction and should take the restriction into consideration before the electrical installation works are carried out.

### **Vehicles**

39. No vehicle is allowed to enter the Venue except with permission of the FEHD.

### **Exit Arrangements**

40. Upon termination or expiry of this Agreement:

- (a) The Licensee must deliver up vacant possession of the Licence Area in a clean and hygienic condition and remove any fixtures or fittings (if any) at his own expense -

(i) before 10:00 p.m. on 2 March 2018; or

(ii) by such other date and time as specified by the Government in writing.

- (b) The Licensee must remove from the Licence Area all removable objects which do not belong to the Government. The Licensee must at his own expense make good any damage to the Licence Area arising from such removal.

- (c) The Licensee and his employees or agents must vacate the Licence Area no later than the time specified by the Government in writing.

- (d) If the Licensee fails to comply with Clauses 40(a) or 40(b) above, the Government may perform the same. The Government reserves the right to take over or dispose of without any compensation to any party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Licensee upon termination or expiry of this Agreement. All costs, losses, damages or expenses incurred by the Government for doing so will be recoverable as a debt due from the Licensee.

41. Notwithstanding Clause 40(b) above, the Licensee may of his own accord and at no charge to the Government, surrender any unsold flowers and plants to the Government before 10:00 p.m. on 2 March 2018, on the clear understanding that the Government will have absolute discretion in deciding whether or not to accept any such flowers and plants and the manner of disposal of those flowers and plants that are accepted by the Government.

42. The Licensee must not destroy, damage or abandon any unsold commodities (whether or not the commodities are specified in the First Schedule) including any unsold plants and flowers at and in the vicinity of the Licence Area during or after the conclusion of the Event.

**Miscellaneous**

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