**LICENCE AGREEMENT**
**for 2027 Chinese New Year Fair**
**at *[Please insert name of Venue]***

**THIS AGREEMENT** is made on the ____ day of _____ 2026

**BETWEEN**

(1) the Director of Leisure and Cultural Services *[please replace by Director of Food and Environmental Hygiene for Tuen Mun Tin Hau Temple Plaza]* (**"Director"**) for and on behalf of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (**"Government"**); and

(2) *Mr./Ms. _____ (HKI/C No. _____) who operates *his/her business at *_____ _____(address)[Note 1] / resides at _____ _____(address)[Note 2] ("**Licensee**").

*(* Delete as appropriate)*

*Notes:*

1. *Please fill in the Licensee's business address as shown on his/her Business Registration Certificate, if any.*
2. *If the Licensee does not have a business address, please fill in his/her residential address in Hong Kong.*

**IT IS AGREED AS FOLLOWS**

## 1. Definitions and Interpretation

1.1 In this Agreement, unless the context requires otherwise, the following expressions have the following meanings –

"**Business**" means the Licensee's business of selling and promoting the sale of the ***#wet goods/ dry goods /fast food*** as specified in the First Schedule on and subject to the terms of this Agreement and includes any ancillary activities permitted to be carried out under this Agreement;
*(# Delete as appropriate)*

"**Commencement Date**" means *[please insert time]* on 28 January 2027 (or such other date as may be specified in writing by the Government);

SAMPLE

"**Event**" means the 2027 Chinese New Year Fair to be held at the Venue from 31 January 2027 to 6 February 2027;

"**FEHD**" means the Food and Environmental Hygiene Department of the Government;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Infection Control Measures**" means prevention and control measures against infectious diseases as may be announced by the Government from time to time;

"**Intellectual Property Rights**" means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights, in each case whether now known or created in future, whatever nature and wherever arising, whether registered or unregistered, and including applications for the grant of any such rights, and regardless of the applicable jurisdiction in which any such right is registered or enforceable;

"**Licence Area**" means Stall No(s). _____ within the Venue as marked in the Third Schedule;

"**Licence Fee**" has the meaning given to it in Clause 3;

"**Licence Period**" means the period from *[please insert time]* on the Commencement Date to *[please insert time]* on 6 February 2027, unless earlier terminated pursuant to the provisions of this Agreement;

**"National Security Laws"** means all laws and legislation which are from time to time in force in or applicable to Hong Kong relating to the safeguarding of national security, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in the Hong Kong Special Administrative Region under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance (6 of 2024);

"**Negligence**" has the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71);

"**Permitted Commodities**" means the ***wet goods /dry goods /fast food*** as specified in the First Schedule;

"**Unspent Licence Period**" means the portion of the Licence Period (in hours) which remains

unspent following from the effective time of the termination or cancellation under Clause 6 or 7 or 10; and

"**Venue**" means *[please insert name and address of the fair venue]* and includes the Licence Area.

1.2 The following rules of interpretation apply –

(a) Words importing the singular include the plural and vice versa; words importing a gender include all other genders; references to any person include any individual, firm, body corporate or unincorporate.

(b) Headings are inserted for ease of reference only and will not affect the construction of this Agreement.

(c) References to a Clause or a Schedule are to a clause of or a schedule to this Agreement. The Schedules to this Agreement will form part of this Agreement.

(d) References to a day refer to a calendar day; and references to a working day mean any day other than a Saturday or a general holiday as defined under the General Holidays Ordinance (Cap. 149).

(e) References to statutes or statutory provisions mean references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time, and include all subordinate legislation made under those statutes.

(f) Where the context so admits or requires, the expression "Licensee" includes his executors or administrators.

(g) Any act, default, neglect or omission of any employee or agent of the Licensee will be treated as the act, default, neglect or omission of the Licensee.

(h) The expressions "include" and "including" are to be construed without limitation to the words following.

(i) Words importing the whole are treated as including a reference to any part of the whole.

(j) Where there are discrepancies between the English version and the Chinese version of this Agreement, the English version prevails.

## 2. <u>Right to enter, occupy and use of Licence Area</u>

2.1 The Government grants to the Licensee a revocable, non-exclusive, non-transferable, and non-assignable right to enter, occupy and use the Licence Area during the Licence Period for conducting the Business at the Event on and subject to the terms of this Agreement.

2.2 The Licensee does not have any right to exclusive possession of the Licence Area. The Government as the owner of the Licence Area whether acting through the Director or otherwise reserves all rights and powers to enter the Licence Area at all times for any purpose without prior notice to or consent from the Licensee. The Licensee must not in any way

impede the Government and its employees, agents or authorized officers in the exercise of its rights of possession and control of the Licence Area.

2.3 The business hours of the Event are from #8:00 a.m./ 9:00 a.m./ 10:00 a.m. to #11:00 p.m./ 0:00 a.m. (31 January 2027 to 1 February 2027), from #8:00 a.m./ 9:00 a.m./ 10:00 a.m. to #11:00 p.m./ 1:00 a.m. on the following day (2 February 2027 to 4 February 2027), and #8:00 a.m./ 9:00 a.m. / 10:00 a.m. on 5 February 2027 to 7:00 a.m. on 6 February 2027 ("**business hours**"). The Government reserves the rights to adjust or shorten the business hours at any time. References to "business hours" shall mean the aforesaid business hours as from time to time adjusted or shortened.
*(#delete as appropriate)*

## 3. Licence Fee

The Licensee must pay HK$ _____ as licence fee to the Government ("**Licence Fee**") on the day of signing this Agreement.

## 4. Licence Area

4.1 The Licence Area will be handed over to the Licensee in its "as is" condition on the Commencement Date.

4.2 The Licensee must accept the Licence Area on an "as is" basis and its condition as of the Commencement Date. The Licensee must be liable for any damage or deterioration to the Licence Area thereafter.

4.3 The Licensee must physically take up the Licence Area during the period specified in Clause 5 below, failing which the Government may, in its sole discretion, dispose of or deal with the Licence Area for any other purposes.

## 5. Date of Setting up Stall

The Licence Area will be opened to the Licensee for setting up and decoration of his stall during the first 3 days of the Licence Period. The Licensee must not conduct any business in the Licence Area during these 3 days.

## 6. Force Majeure

6.1 If the Government is at any time prevented, hindered or delayed in or from performing this Agreement by force majeure, the Government may serve an oral (by way of press release, public announcement or other similar communications) or written notice to the Licensee to

SAMPLE

terminate this Agreement immediately or suspend this Agreement. The notice shall specify the time and date the termination or suspension shall take immediate effect. In the case of suspension, the suspension shall continue for so long as the event of force majeure continues.

6.2 For the purpose of Clause 6.1, "force majeure" means –

(a) any supervening outbreak of war affecting Hong Kong, rebellion, revolution, riots, civil disturbances, fire, civil commotion, strikes or acts of God;
(b) any supervening catastrophic event which is similar to the foregoing; or
(c) influenza pandemic, Severe Acute Respiratory Syndrome, COVID-19 or any other supervening epidemic outbreak affecting Hong Kong.

## 7. Suspension/Cancellation of the Event and Restriction of Access to Venue

7.1 Notwithstanding anything herein to the contrary, the Government may at any time without cause or due to any closure or restriction as mentioned in Clause 7.2 below forthwith postpone the Commencement Date, or suspend or cancel the Event in whole or in part, by giving an oral (by way of press release, public announcement or other similar communications) or written notice to the Licensee. In the case of suspension or cancellation, the notice shall specify the time and date the suspension or cancellation shall take immediate effect. If the Licence Area is located at the Venue that is affected by the suspension, this Agreement will be suspended for the period as specified in the notice. If the Licence Area is located at the Venue that is affected by the cancellation, this Agreement will be terminated forthwith.

7.2 The Government may from time to time during the Licence Period close or restrict the use of or access to the whole or any part of the Venue due to strong wind or inclement weather, or for the purposes of implementing Infection Control Measures, crowd control, or carrying out of such maintenance or repair as it considers necessary.

## 8. General Covenant

8.1 The Licensee (whether by himself or through his employees or agents) must comply with all applicable legal requirements and must not in any way act contrary to or inconsistently with any of the laws in force in Hong Kong (including the Basic Law and the National Security Laws) when carrying out the Business.

8.2 The Licensee (whether by himself or through his employees or agents) must comply with the latest directions of the Government issued through notices published in the Gazette or otherwise under all applicable Ordinances and subsidiary legislation thereunder (including but not limited to the Prevention and Control of Disease Ordinance (Cap. 599) and all

subsidiary legislation thereunder), as well as any directions given by the FEHD on the prevention and control measures against infectious diseases to be implemented at the Venue.

8.3 The Licensee must obtain all licences, permits and/or authorisation necessary for conducting the Business at the Event.

8.4 The Licensee must not employ any persons who are forbidden under the laws to undertake any employment in Hong Kong.

8.5 Without prejudice to its any other rights (whether under this Agreement, the common law, any legislation or otherwise), the Government may terminate this Agreement under Clause 9.2(e) in the event the Licensee has breached any of the provisions in Clauses 8.1 to 8.4 above.

8.6 The Licensee must observe the rules on the use of the Venue as set out in the Second Schedule.

8.7 The Licensee (whether by himself or through his employees or agents) must comply with the Infection Control Measures when carrying out the Business.

8.8 This Agreement is subject to the provisions of the Public Health and Municipal Services Ordinance (Cap. 132) and of all regulations made under it, which may be applicable to the Venue and the Business in the Licence Area.

8.9 The Licensee acknowledges that he has read the Pleasure Grounds Regulation (Cap. 132BC) and understood its provisions before signing this Agreement. The Licensee must observe the provisions in the Pleasure Grounds Regulation (Cap. 132BC).

*[please delete clauses 8.8 and 8.9 if the Venue is not a public pleasure ground under Cap. 132 e.g. Tuen Mun Tin Hau Temple Plaza]*

## 9. Termination

9.1 If there is, in the opinion of the Government, any breach or imminent breach of any provision in the Second Schedule by the Licensee, the Government will issue an oral or written warning to the Licensee. If the Licensee fails to remedy the breach or cease the conduct of any act or any behaviour that might bring about the breach instantly (or within such other time as may be specified in the warning) and in the manner specified in such warning, the Government may forthwith terminate this Agreement by notice in writing.

9.1A If there is, in the opinion of the Government, any non-compliance by the Licensee with any Infection Control Measures implemented at the Venue or instructions given by the FEHD to implement those measures, the Government will issue an oral or written warning to the

Licensee. If the Licensee fails to rectify the non-compliance within such time as may be specified in the warning, or provides any false information in purported compliance with the Infection Control Measures or instructions, the Government may forthwith terminate this Agreement by notice in writing.

9.2 Subject to Clauses 9.1 and 9.1A above, the Government may at any time by notice in writing forthwith terminate this Agreement if –

(a) the Licensee fails, refuses or neglects to observe or perform any of the terms and conditions of this Agreement;
(b) the Licensee is at any time adjudged bankrupt, has a receiving order for administration of his estate made against him, makes any conveyance or assignment of his effects or composition or arrangements for the benefit of his creditors or purports so to do, or a petition is filed for the bankruptcy or winding up of his business otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government in writing;
(c) the Licensee assigns or transfers or purports to assign or transfer all or any part of the obligations or rights of this Agreement;
(d) the Licensee unilaterally abandons and/or rescinds this Agreement at any time; or
(e) any event or circumstance occurs which enables the Government to terminate this Agreement under any provision of this Agreement including any of the following provisions –
    (i) Clause 8 (General Covenant);
    (ii) Clause 18 (Anti-collusion); and
    (iii) Clause 20 (Corrupt Gifts and Other Offences).

## 10. Termination Without Cause

Notwithstanding anything herein to the contrary, the Government may at any time without cause terminate this Agreement forthwith by notice in writing specifying the time and date the termination shall take immediate effect. If this Agreement is terminated under this Clause 10, the Licence Fee will be refunded to the Licensee in accordance with Clause 11.1(d).

## 11. Consequences of Suspension and Termination

11.1 In the event of termination or expiry of this Agreement for whatever reason ("**Termination**") –

(a) this Agreement will be of no further force and effect but without prejudice to –
    (i) the Director's and the Government's rights and claims under this Agreement or

otherwise at law against the Licensee arising from antecedent breaches of this Agreement by the Licensee;

(ii) the rights and claims which have accrued to a party prior to the Termination; and

(iii) the continued existence and validity of those provisions which are expressed to or by implication survive the Termination;

(b) neither the Director nor the Government will be responsible for any claim, legal proceeding, liability, loss, damages or any cost or expense, suffered or incurred by the Licensee arising out of or in relation to the Termination;

(c) without prejudice to the other rights and claims of the Director and the Government including the right to seek indemnity under Clause 14.1, if this Agreement is terminated under Clause 9, the Licensee must be liable for all losses, damages, costs and expenses incurred by the Director and the Government arising from the Termination including all administrative and legal costs incurred by the Director and the Government for earlier terminating this Agreement and the Licensee will not be entitled to any refund of the Licence Fee;

(d) if this Agreement is terminated or cancelled under Clause 6, 7 or 10 before the Commencement Date, the Government will refund the Licence Fee to the Licensee without interest; where the termination or cancellation under Clause 6, 7 or 10 takes place on or after the Commencement Date, the Licence Fee will be refunded to the Licensee without interest in accordance with the following formula –

$$\text{Licence Fee} \times \frac{\text{Unspent Licence Period (in hours)}}{\text{Total number of hours throughout the Licence Period}}$$

*Note: All figures used in the calculation will be rounded up to the nearest whole number.*

(e) upon termination or expiry of this Agreement, the Licensee must comply with the exit arrangements set out in Clauses 48 to 50 of the Second Schedule.

11.2 Where the duration of the Licence Period is shortened due to postponement of the Commencement Date under Clause 7 or suspension of this Agreement under Clause 6 or 7 –

(a) the Licence Fee will be refunded to the Licensee without interest in accordance with the following formula –

$$\text{Licence Fee} \times \frac{\text{Portion of the Licence Period that has been shortened (in hours)}}{\text{Total number of hours throughout the Licence Period}}$$

*Note: All figures used in the calculation will be rounded up to the nearest whole number.*

(b) neither the Director nor the Government will be responsible for any claim, legal

proceeding, liability, loss, damages or any cost or expense, suffered or incurred by the Licensee arising out of or in relation to the postponement of the Commencement Date or the suspension of this Agreement.

## 12. Non-liability for Loss

12.1 Neither the Government nor the Director will be liable for –

(a) any loss of or damage to any of the Licensee's property or that of his employees or agents, unless any such loss or damage is wholly caused by the gross negligence or willful misconduct of the Director or any of the Government's employees or agents; or

(b) any injury or death of the Licensee or any of his employees and agents, unless any such injury or death is caused by the Negligence of the Director or any of the Government's employees or agents.

12.2 Under no circumstances will the Director or the Government be liable for any loss of business or income of the Licensee as a result of (a) implementation of crowd control measures (including imposition of one-way pedestrian flow system in the Venue), (b) closure or restriction of use of or access to the whole or any part of the Venue for the purposes of implementing Infection Control Measures, crowd control or carrying out of maintenance or repair, (c) closure of roads in the vicinity of the Venue, (d) breakdown of the Venue's lighting system, suspension of electricity or water supplies to the Venue, adverse weather condition or other unforeseeable accident affecting the Venue, (e) postponement of the Commencement Date, (f) adjustment or shortening of business hours of the Event, (g) adjustment of the scale of the Event, or (h) subject to Clause 11.1(d) or 11.2 above, suspension, termination or expiry of this Agreement.

## 13. Prohibition from Future Application or Bidding

Without prejudice to its right not to enter into any contractual or other form of relationship with any person, the Government may at its sole discretion prohibit and disqualify the Licensee and/or any person acting on behalf of the Licensee from applying or bidding for any stall in any or all Chinese New Year Fairs, Che Kung Festival Fair and Lam Tsuen Fong Ma Po Fair that the Government may organize in the future upon discovering that the Licensee –

(a) has provided false information on his business name or address;

(b) has assigned or transferred any part of his rights, benefits or obligations under this Agreement to any person;

(c) has destroyed, damaged or abandoned 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; or

(d) has breached Clause 2, 3, 5, 6, 14, 19, 21, 27(a) or 38 of the Second Schedule.

## 14. Indemnity

14.1 The Licensee must indemnify each of the Government, the Director and the employees or agents of the Government (each an "**Indemnified Person**") against (a) all and any claims, actions, allegations, investigations, demands, proceedings or arbitration, threatened, brought or instituted by any person against an Indemnified Person; and (b) all and any losses, damages, injury, death and all and any costs, charges and expenses which an Indemnified Person may suffer or incur directly or indirectly as a result of or in relation to –

(a) any loss, damage, injury or death referred to in Clause 12.1 for which neither the Government nor the Director will be liable;
(b) any Negligence of the Licensee or any of his employees or agents;
(c) the Licensee's breach of any provision of this Agreement;
(d) any breach of warranty or misrepresentation made by the Licensee pursuant to this Agreement;
(e) the Licensee's non-compliance with any applicable law or regulation; or
(f) any act of the Licensee which constitutes an infringement of the Intellectual Property Rights of any person.

14.2 If any of the Licensee's employees or agents suffers any injury or death at the Venue, the Licensee must within three (3) clear working days give notice in writing of such injury or death to the Government.

## 15. No Assignment

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

## 16. Notice and Warning

Any written notice, warning or other document which the Government may give to the Licensee under this Agreement will be treated as having been received by the Licensee –

(a) when such notice, warning or document is affixed to the Licensee's stall at the Licence Area;
(b) when such notice, warning or document is handed to the Licensee or any of his employee or agent at the Licence Area; or
(c) on the day when such notice, warning or document is delivered by hand or sent by

registered post to the address of the Licensee as set out in the first page of this Agreement.

## 17. Representations and Warranties

The Licensee represents and warrants to the Government that –

(a) he has the full capacity to enter into this Agreement;
(b) he has all licences, permits and/or authorizations necessary for conducting the Business;
(c) the obligations assumed by the Licensee under this Agreement constitutes legal, valid, binding and enforceable obligations of the Licensee; and
(d) all statements, representations and warranties made by the Licensee to the Government in this Agreement are true, complete and accurate throughout the continuance of this Agreement.

## 18. Anti-collusion

18.1 The Licensee represents and warrants to the Government that –

(a) prior to the auction for 2027 Chinese New Year Fair stalls, he has not communicated to any person the amount of the bid price offered by him;
(b) he has not fixed the amount of the bid price by arrangement with any person;
(c) he has not made any arrangement with any person as to whether he or that other person will or will not make a bid; and
(d) he has not otherwise colluded with any person in any manner in the auction.

18.2 If the Licensee is in breach of any of the representations and warranties in Clause 18.1 above, the Government will be entitled to terminate this Agreement under Clause 9.2(e).

18.3 The Licensee must indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and warranties in Clause 18.1 above.

18.4 Clause 18.1 has no application to the Licensee's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the bid price, or with his professional advisers or consultants to solicit their assistance in preparation of his bid.

18.5 The rights of the Government under Clauses 18.2 and 18.3 are in addition to and without prejudice to any other rights or remedies available to it against the Licensee.

## 19. Unfettered Powers

Nothing in this Agreement will be taken to restrict, derogate from or otherwise interfere with any power or duty conferred or imposed by any law upon the Director, the Government or any public officer.

## 20. Corrupt Gifts and Other Offences

If the Licensee or any employee or agent of the Licensee is found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201), the Theft Ordinance (Cap. 210), the Crimes Ordinance (Cap. 200) or any law of a similar nature in relation to this Agreement or any other Government contracts, the Government may terminate this Agreement under Clause 9.2(e).

## 21. Severability

If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any law, such provision will to that extent be treated as not forming part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement will not be affected.

## 22. Entire Agreement

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

## 23. Variation

23.1 The Government is entitled to amend by oral or written notice any of the rules in the Second Schedule at any time it considers necessary for the orderly and smooth operation of the Event.

23.2 Except for the above, no amendment to any provision of this Agreement will be valid unless made by a written instrument signed by each of the parties.

## 24. Relationship of the Parties

The Licensee enters into this Agreement as a licensee only and nothing in this Agreement creates a contract of employment, a relationship of agency or partnership, a relationship of landlord and tenant, or a joint venture between the Director / Government and the Licensee.

## 25. Delegation

SAMPLE

The Government / Director may delegate any officers or staff of any Government departments to execute and enforce this Agreement on her behalf and the Licensee must comply with any instructions given by such officers or staff as representatives of the Government / Director.

## 26. Contracts (Rights of Third Parties) Ordinance

The parties declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

## 27. Dispute Resolution

27.1 The parties shall first refer any dispute or difference arising out of or in connection with this Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

27.2 If the said dispute or difference is not settled by mediation according to Clause 27.1 above, a party may institute litigation in respect of the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

## 28. Governing Law

This Agreement is governed by and construed in accordance with the laws of Hong Kong.

SAMPLE

**IN WITNESS WHEREOF** this Agreement has been entered into the day and year first above written.

**SIGNED by the Licensee**

Name :
HKI/C No. :

**SIGNED for and on behalf of the Director of Leisure and Cultural Services** *[please replace by* ***Director of Food and Environmental Hygiene*** *for Tuen Mun Tin Hau Temple Plaza]*

Name :
Post :

WITNESSED by

Name :
Post :

SAMPLE

## FIRST SCHEDULE

**List of Commodities allowed to be sold in 2027 Chinese New Year Fair**

### A. Wet Goods Stalls

Saleable Articles

- Fresh Flowers
- Rock Plants

### B. Dry Goods Stalls

Saleable Articles

- Dried and Preserved Fruits and Nuts
- Prepackaged Food (other than bottled drinks)
- Chinese New Year Confectionery
- Dried and Preserved Meat (Lap Ap and Lap Cheung etc.) wrapped up in packets
- Fruit (other than cut fruit)
- Dried Seafood
- Chinese New Year Decorations
- Artificial Flowers
- Pictures and Calendar
- Toys (other than floatable LED glowing balloons)
- Stationery
- Curios
- Crockery and Chinaware
- Sandalwood
- Incense and Joss sticks
- Ties
- Embroidery
- Shoes
- Books
- Clothes
- Leather Goods
- Handicrafts
- Sundries
- Cleansing Equipment
- Display Ornament
- Computer and Telecommunication-associated Products
- Audio-visual products

SAMPLE

## C. Fast Food Stalls

Saleable Food Items

- Pre-cooked Fast Food
- Bread and Cakes
- Instant Snacks
- Ice-cream
- Drinks including bottled, non-intoxicating, carbonated or non-carbonated drinks produced by licensed food factories or other approved sources

*Notes:*

1. *#(For fair venue without communal scullery area) only electricity may be used as fuel in the fast food stall. No cooking other than warming of food will be allowed, unless approved by FEHD.*

   *#(For fair venue with communal scullery area) only electricity may be used as fuel in the fast food stall. Cooking of pre-prepared, ready-to-cook food in the fast food stall will be allowed, provided that specific requirements/conditions of the Temporary Food Factory Licence are fulfilled.*

   *(# delete as appropriate)*

2. *A Licensee must obtain a Temporary Food Factory Licence issued by the FEHD for operating a fast food stall and must comply with the requisite health requirements.*

SAMPLE

## SECOND SCHEDULE

### Rules on the Use of the Venue

**General**

1. The Licensee may only use the Licence Area and must ensure that the Licence Area will be used solely for the purpose of conducting the Business on the Licensee's own account. The Licensee must not use the Licence Area for conducting any other activities.

2. If the FEHD considers that any activity conducted by the Licensee to publicize, promote, display, show, sell or gift any Permitted Commodities in the Venue is unlawful (including breach of any laws or regulations of Hong Kong including the National Security Laws), contrary to the interest of national security, immoral or incompatible with the object of the Chinese New Year Fair (i.e. joyful celebration of the Chinese New Year 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 3m from ground level. The height of wet goods stalls and fast food stalls must not exceed 4.5m from ground level.

6. For wet goods stalls and fast food stalls with a height of more than 3m from ground level, the Licensee must, at his own costs, provide the FEHD with the original certificate issued by an Authorized Person, a Registered Structural Engineer, or a Competent Person under the Construction Sites (Safety) Regulations (Cap. 59I) to certify the structural safety of the structure in the Licence Area before the Event is opened to the public. The Licensee must also affix a copy of the aforesaid certificate on the structure.

7. 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.

8. 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.

9. Roofs of stalls must not be used for storing commodities or any other things or for carrying on any other activities.

10. Each corner and anchor point of the marquee shall be securely fastened using appropriate ballast weights, such as sandbags or purpose-designed marquee water weights, to ensure the stability and safety of the marquee, particularly during windy weather.

11. The Licensee shall ensure that the erected structure at the Licence Area fully complies with all applicable statutory laws and regulations and safety standards at all times during the Licence Period. The Licensee must take, and procure his employees and agents to take, all necessary measures and precautions to prevent and eliminate any safety hazards. If such erected structure becomes dangerous or poses any risk to public safety or the vicinity of the Licence Area or the Venue, the Licensee shall immediately undertake appropriate actions (including but not limited to carrying out repair and rectification works). The Licensee is fully responsible for all and any consequences which may arise out of or in connection with the erection, maintenance and demolition of the erected structure at the Licence Area.

**Conduct of Business**

12. 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.)

13. 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 in writing. 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.

14. The Licensee must not use the Licence Area or permit or suffer the Licence Area to be used for gambling or any unlawful or immoral purpose, or for engaging in any act or activity that is likely to constitute or cause the occurrence of an offence endangering national security under the National Security Laws or that would otherwise be contrary to the interest of national security ("act or activity contrary to the interest of national security"). The determination of the Government as to what constitutes "unlawful or immoral purposes", or "act or activity contrary to the interest of national security", shall be final and binding on the Licensee.

15. The Licensee must not permit any games to be played in the Licence Area.

16. # *(For fair venues without communal scullery area)* no cooking other than warming of food is allowed at the licence Area, unless approved by FEHD. No cooking or food warming in the vicinity of the Licence Area.
# *(For fair venues with communal scullery area)* cooking of pre-prepared ready-to-cook food is allowed at the Licence Area, provided that specific requirements/conditions of the Temporary Food Factory Licence are fulfilled. No cooking is allowed in the vicinity of the Licence Area.
*(# delete as appropriate)*

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

18. Under any circumstances, the Licensee shall ensure the safe use of ladder(s) and shall not use the ladder(s) or permit or suffer the ladder(s) to be used for work at 2 metres or more above the ground.

**Display and Sale of Commodities**

19. The Licensee must not display or sell commodities other than those specified in the First Schedule unless with the FEHD's prior permission in writing.

20. Pure promotion, advertising, membership/customer enrolling activities, fund-raising activities and any other activities without the sale of tangible commodities are prohibited.

21. 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).

22. 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.

23. Display or sale of bottled foam or bottled aerosol streamers is prohibited.

24. Display or sale of cigarette, cigar or tobacco and advertisement on cigarette, cigar or tobacco are prohibited.

25. Sale of Permitted Commodities by auction is prohibited.

26. Sale of Permitted Commodities by just showing samples / patterns is prohibited. Any Permitted Commodities sold at the Venue must be immediately delivered to the customers upon their payment for the commodities. The Licensee may not request any customer to tender payment at the Venue pending subsequent delivery or collection of the commodities at other places.

**Fast Food Stalls**

27. (a) A Licensee operating a fast food stall at the Licence Area must have obtained a temporary food factory licence from the FEHD and must not use gas or other fuel (other than electricity) for warming of food/ drink items.
    (b) In addition, a Licensee operating a fast food stall at the Licence Area must observe the following rules –
        (i) no seat for customers may be provided.
        (ii) washing of utensils is not allowed at or in the vicinity of the Licence Area (except in the scullery area provided in the Venue).

SAMPLE

(iii) preparation of food is not allowed in the vicinity of the Licence Area.

(iv) advertisement or signs are only allowed to show the name of the stall, food/ drink items available for sale and the price lists.

(v) at least one standard 4 kg carbon dioxide fire extinguisher must be provided in the Licence Area.

(vi) the main electricity switch must be installed in an easily accessible location in the Licence Area and clearly labelled in English and Chinese.

**Condition of the Licence Area**

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

29. The Licensee must provide in his stall anti-septic hand sanitizers for use by the patrons at all times during business hours.

30. 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).

31. 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.

32. The Licensee must not make any structural or electrical alteration or addition to the Licence Area without the prior written consent of the FEHD.

33. The Licensee must maintain his own appliances, furniture, fixtures and fittings at the Licence Area in good and serviceable repair and condition.

34. The Licensee must permit the Government to have at all times unimpeded access to all parts of the Licence Area to inspect its condition.

35. (a) During the period when the Strong Monsoon Signal is in force or to be issued, the Licensee shall immediately adopt precautionary measures to ensure public safety and prevent potential damage caused by strong winds, including but not limited to:

(i) securely fasten all flower pots, plant pots and objects that may be displaced or blown over by strong winds in the Licence Area;

(ii) reinforce all scaffolding structures in the Licence Area; and

(iii) take down all marquees that may be affected by strong wind in the Licence Area.

(b) In the event that the Licensee fails to implement adequate protective or stabilizing measures for such objects and temporary structures, particularly in adverse weather conditions or where public safety is at risk, the FEHD shall have the right, without prejudice to any other rights or remedies available, to take such actions as it reasonably deems necessary to ensure safety, including but not limited to securing, removing or, dismantling any inadequately secured objects or structures (where applicable).

(c) All reasonable costs and expenses incurred by FEHD in taking such actions, including labour, equipment, and administrative costs, shall be fully borne by the Licensee and recoverable from the Licensee.

**Storage of Properties**

36. The Licensee must ensure that the Permitted 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.

37. (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.

38. The Licensee must ensure that no dangerous or prohibited goods within the meaning of the Dangerous Goods Ordinance (Cap. 295) (e.g. helium cylinder exceeding the quantity as set out in Clause 39 below, or any arms, ammunition, explosives or combustible substances) are kept or stored at the Licence Area.

39. # *(For designated stall)* The Licensee must not keep, store or use more than 150 litres (water capacity) of compressed helium (i.e. the general exempt quantity of helium for which a licence is not required pursuant to the Dangerous Goods (Application and Exemption) Regulation 2012 (Cap. 295E)) in the Licence Area.

    # *(For non-designated stall)* The Licensee must not keep or store or use any compressed helium cylinder in the Licence Area.

(*# delete as appropriate*)

**Lighting and Electricity**

40. Illumination facilities will be provided in the Venue. No artificial lighting other than electrical lighting may be used by the Licensee.

41. The Licensee may use batteries to supply electricity for the Licence Area.

42. 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.

43. 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.

44. 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.

45. The FEHD may impose any other requirements for the safe operation of the electricity supply system.

46. 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**

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

**Exit Arrangements**

48. 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 7:00 a.m. on 6 February 2027 (or before 9:00 a.m. on 6 February 2027 if the Venue is Victoria Park); or
(ii) by such other date and time as specified by the Government verbally (by way of press release, public announcement or other similar communications) or 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 verbally (by way of press release, public announcement or other similar communications) or in writing.

(d) If the Licensee fails to comply with Clause 48(a) or 48 (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.

49. Notwithstanding Clause 48 (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 7:00 a.m. on 6 February 2027 (or before 9:00 a.m. on 6 February 2027 if the Venue is Victoria Park), 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.

50. 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**

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

52. The Licensee shall, prior to the commencement of the Event, provide the FEHD or its designated representative with a 24-hour emergency Hong Kong contact number. The FEHD is entitled to contact the Licensee or its designated representative through the emergency contact provided in respect of any urgent matters including but not limited to disease prevention and control, safety, security, regulatory compliance, or operational disruptions arising during the Licence Period or within the Venue.

SAMPLE

## THIRD SCHEDULE

**The plan of the Venue showing the Licence Area**

SAMPLE