

Agreement No.

協議編號:

**AGREEMENT FOR THE GRANT OF LICENCE OF
INTERMENT RIGHT IN RESPECT OF A NICHE**

就骨灰龕安放權發出許可證的協議

In Pu Tong Ta, Chi Lin Nunnery

志蓮淨苑普同塔

This Agreement is made on _____ between **Chi Lin Nunnery**
and _____ (the “**Licensee**”). Details of the parties hereto are as follows:
本協議由志蓮淨苑與 _____ (“獲發許可證者” 姓名) 在 _____ 訂立，
簽約雙方的詳情載述如下：

The Licensee

[Name]* :

*[Note : Must be a natural person, corporate body and any other form of association is not acceptable]

Residential Address:

Contact Address:

Personal Identification Details (e.g. Hong Kong Identity Card No.) :

Tel. no.: _____ Fax. no. (if any) :

Email address (if any) :

“獲發許可證者”

[姓名]*

*[備註: 必須是自然人；法人團體或任何其他形式的協會均不可接受。]

住址:

聯絡地址:

個人身份資料 (例如香港身份證號碼) :

電話號碼: _____ 傳真號碼 (如有者):

電郵地址 (如有者):

Chi Lin Nunnery

CHI LIN NUNNERY

Certificate of Incorporation No.: 9107

Registered Office: 5 Chi Lin Drive, Diamond Hill, Kowloon, Hong Kong

Contact tel. no.: 852-2354 1770

Fax. no.: 852-2351 4486

Email address: info@chilin.org

Website: www.chilin.org

志蓮淨苑

志蓮淨苑

公司註冊證明書號碼： 9107

註冊辦事處： 香港九龍鑽石山志蓮道5號

聯絡電話號碼： 852-2354 1770

傳真號碼： 852-2351 4486

電郵地址： info@chilin.org

網址: www.chilin.org

OPERATIVE PART:

實施部分：

1. Definitions and Interpretation

定義及釋義

1.1 Definitions

定義

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

在本協議中，除文意另有所指外，下列詞句具有以下涵義：

“Authorized Representative”

“獲授權代表”

means a person who is appointed as the Authorized Representative under Clause 6.2 and his replacement therefor.

指根據下文第 6.2 條獲委任為獲授權代表的人及其替補。

“Columbarium”

“骨灰安置所”

shall have the meaning attributed to such term in Clause 4.1.

須具有下文第 4.1 條所賦予該詞語的涵義。

“Columbarium Rules and Regulations”

“骨灰安置所規則及規例”

The rules and regulations, including any amendments and supplements made thereto from time to time, relating to the Columbarium, including but not limited to the usage thereof, regulating visiting rights and behavior of visitors to the Columbarium and other related matters, of Chi Lin Nunnery, a copy of which has been made available to the Licensee and is posted on the Chi Lin Website; any subsequent amendments and supplements to the Columbarium Rules and Regulations will be posted on the Chi Lin Website.

該規則及規例涵蓋志蓮淨苑就關乎骨灰安置所不時作出的任何修訂及補充，包括但不限於使用權、志蓮淨苑就拜祭權及前往骨灰安置所拜祭者的行為作出的規管，以及其他相關事宜。本文件的副本已交付“獲發許可證者”並張貼在志蓮網站。志蓮淨苑會就其後對“骨灰安置所規則及規例”作出的進一步修訂及補充詳情，張貼在志蓮淨苑網站。

“Dedicated Person”

“受供奉者”

means the person named as the “Dedicated Person” in Clause 6.1 and whose ashes are to be interred in the Niche under this Agreement.

指下文第 6.1 條所述被稱為“受供奉者”，以及其骨灰根據本協議將安放在龕位內的人。

“End Date”

“完結日期”

30 June 2047

2047 年 6 月 30 日

“Force Majeure Event”

“不可抗力事件”

means an event beyond the reasonable control of Chi Lin Nunnery, including but not limited to fire, storm, earthquake, tsunami, flood, hurricane or other act of nature, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, act of terrorism, embargo, war and any act of the Government of Hong Kong or any statutory body which affects Chi Lin Nunnery’s ability to own, or continue to own,

the Columbarium, or perform its obligations in respect thereof under this Agreement.

指志蓮淨苑無法合理控制的事件，包括但不限於火災、風暴、地震、海嘯、洪水、颱風或其他天災、爆炸、傷亡、罷工、不可避免的意外、暴動、叛亂、內亂、公敵行為、恐怖主義行為、禁運、戰爭，以及香港政府或任何法定機構所採取的行為，該行為影響志蓮淨苑擁有或繼續擁有該骨灰安置所，或根據本協議履行相關責任的能力。

“Interment Right”
“安放權”

the right to inter ashes of the Dedicated Person in the Niche.

指在骨灰龕內安放受供奉者骨灰的權利。

“Chi Lin Licence”
“志蓮牌照”

means the licence referred to in Clause 3 and shall have the meaning attributed to “licence” in the PCO.

指下文第 3 條所述的牌照，並須具有《私營骨灰安置所條例》賦予“牌照”的涵義。

“Chi Lin Website”
“志蓮網站”

www.chilin.org

www.chilin.org

“Licence” or “Licence for the Interment Right”
“許可證”或“安放權之許可證”

means the licence for Interment Right granted by Chi Lin Nunnery to the Licensee under this Agreement.

指志蓮淨苑根據本協議就骨灰龕安放權發出的許可證。

“Niche”
“骨灰龕位”

means the niche described in Clause 5.2.

指下文第 5.2 條所描述的骨灰龕位。

“PCO”
“條例”

means the Private Columbaria Ordinance, Chapter 630 of the Laws of Hong Kong.

指《私營骨灰安置所條例》(香港法例第 630 章)。

1.2 Interpretation

釋義

In this Agreement unless the context requires otherwise:

在本協議中，除文意另有所指外：

- (a) references to Clauses and Annexes are to clauses in and annexes to this Agreement and the Annexes to this Agreement shall be deemed to form part of this Agreement;

所引述的條文及附件，即指本協議的條文及附件，而本協議的附件須視為本協議的一部分；

- (b) Clause and Annex headings of this Agreement are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this Agreement;

本協議中為條文及附件加列標題僅為方便參考，不得視為在任何方面更改、限制或擴大本協議的釋義；

- (c) reference to “Parties” means the parties to this Agreement; and

所述的“雙方”，即指簽訂本協議的雙方；以及

- (d) reference to “\$” mean the Hong Kong dollar, the lawful currency of Hong Kong.

所述的“\$”，即指港元，即香港的法定貨幣。

2. Commencement and Duration

生效日期及有效期

This Agreement shall come into force on the date of this Agreement and, subject to renewal pursuant to Clause 5, termination pursuant to Clause 8 and cancellation pursuant to Clauses 11 and 12, shall continue in force until the End Date.

本協議自協議訂立日期起生效，直至完結日期為止，惟本協議可根據第5條續期及根據第8條終止，以及根據第11及12條取消。

3. Chi Lin Licence

志蓮牌照

3.1 Chi Lin Licence

志蓮牌照

Chi Lin Nunnery represents that it holds the Chi Lin Licence described in Clause 3.2 in respect of the Columbarium (described in Clause 4) and warrants that it will secure, obtain and maintain the Chi Lin Licence under section 13 of the PCO in

respect of the Columbarium during the duration of this Agreement and duration of the Interment Right.

志蓮淨苑表明就第4條所描述的骨灰安置所持有第3.2條所描述的志蓮牌照，並保證會在本協議有效期內及安放權有效期內，根據《條例》第13條就該骨灰安置所申領、獲取及繼續持有志蓮牌照。

3.2 Particulars of the Chi Lin Licence

志蓮牌照的資料

3.2.1 Licence number: 6253190020

牌照編號: 6253190020

3.2.2 Validity period of the Chi Lin Licence: from 29/03/2019 to 28/03/2029

牌照的有效期: 由29/03/2019 至 28/03/2029

4. Columbarium

骨灰安置所

4.1 Basic Information

基本資料

(a) Name of the Columbarium: Pu Tong Ta, Chi Lin Nunnery

骨灰安置所的名稱: 志蓮淨苑普同塔

(b) Address of the Columbarium : a specified location at No.3 Chi Lin Drive, Diamond Hill, Wong Tai Sin, Kowloon, Hong Kong. (New Kowloon Inland Lot No.6183)

骨灰安置所的地址: 香港九龍黃大仙鑽石山志蓮道3號內之指定位置 (新九龍內地段 6183 號)

(c) Lot number in which the Columbarium is situated: New Kowloon Inland Lot No.6183

骨灰安置所所在的地段編號: 新九龍內地段 6183 號

4.2 Information about Ownership, Tenancy, Encumbrances and Restrictions on Use and Disposition

關於擁有權、租賃、產權負擔及對使用和處置限制的資料

(a) Chi Lin Nunnery represents that it lawfully possesses the right to use the Columbarium and occupies the Columbarium premises under a Government lease being Conditions of Exchange No.12414 (the “Government Lease”) as modified by the letter from the District Lands Office (Kowloon East) of the Lands Department dated 22 December 2009 and another letter from the same District Lands Office dated 2 February 2011 , and is the sole owner

thereof; the Government Lease (modified as aforesaid) expires and ends on 30 June 2047.

志蓮淨苑表明合法擁有骨灰安置所的使用權，並根據政府租契(換地條件第12414號)[下稱“政府租契”]佔用該骨灰安置所處所。該政府租契按照地政總署轄下九龍東區地政處於2009年12月22日發出的信件，以及該處於2011年2月2日發出的另一封信件修改。志蓮淨苑是該置所的唯一擁有人。政府租契(如前述修改)的年期在2047年6月30日終結。

- (b) Chi Lin Nunnery warrants that there is no mortgage or any other encumbrance subsisting in the Columbarium that may jeopardize the Licensee's interest.

志蓮淨苑保證，骨灰安置所並無存在任何會損害“獲發許可證者”權益的按揭或任何其他產權負擔。

- (c) Chi Lin Nunnery further warrants that the Columbarium is not prevented by an instrument registered in the Land Registry from being used or disposed of by way of licence in manner provided in this Agreement or in any manner that may jeopardize the Licensee's interest.

志蓮淨苑進一步保證，在土地註冊處註冊的文書，並無禁止骨灰安置所，按照本協議所訂、以發出許可證的方式或其他方式，使用或處置骨灰安置所，而令“獲發許可證者”的權益受損。

4.3 Opening Hours of the Columbarium

骨灰安置所的開放時間

- (a) Generally the Columbarium shall be open from 9:00 a.m. to 4:30 p.m. daily. Except for the holding of ashes interment ceremony, the Licensee, the Authorized Representative or any visitor authorized by either of them may only enter or stay in the Columbarium during the opening hours.

骨灰安置所通常於每日由上午9時至下午4時30分開放。除舉行骨灰安放儀式外，“獲發許可證者”、獲授權代表或獲他們其中一人授權前往拜祭的任何人士只可以在開放時間內進入或逗留在骨灰安置所。

- (b) If a No.3 or above Tropical Cyclone Warning Signal or a Black Rainstorm Warning Signal is issued by the Hong Kong Observatory, the Columbarium will be closed; the Columbarium will be re-opened if such signal is cancelled or lowered before noon.

如香港天文台發出三號或以上熱帶氣旋警告或黑雨警告信號，骨灰安置所將會關閉。如有關信號在正午12時前取消或改為較低的信號，骨灰安置所將會重開。

- (c) Chi Lin Nunnery shall endeavour to inform the Licensee of any change of opening days or hours at least one (1) day in advance via the Chi Lin Website and by a notice in Chinese posted at a conspicuous position outside the Columbarium. For the avoidance of doubt, Chi Lin Nunnery may close the Columbarium or change its opening hours at its entire discretion.

如開放日期或時間有任何改動，志蓮淨苑須致力在最少壹天前，透過其網站，以及在骨灰安置所門外顯眼處張貼中文告示，通知有關改動的詳情。為免生疑問，志蓮淨苑可全權決定關閉骨灰安置所或更改開放時間。

5. Interment Right

安放權

- 5.1** In consideration of the fee of One Hong Kong Dollar (\$1) payable on signing of this Agreement by the Licensee, and subject to the terms of this Agreement, Chi Lin Nunnery shall grant, and the Licensee shall accept, the Licence for the Interment Right.

考慮到“獲發許可證者”在簽署本協議時，支付港幣壹元(\$1)作為代價，在符合本協議所訂條款的前提下，志蓮淨苑將發出安放權之許可證，而“獲發許可證者”將接受安放權之許可證。

5.2 Particulars of the Niche

骨灰龕位的資料

- (a) The location and serial number of the Niche:
骨灰龕位的位置和編號：
- (b) Internal dimensions of the Niche :
23 cm (height) × 17.8 cm (width) × 17.8 cm (depth)
骨灰龕位內部大小：
23 厘米(高度) x 17.8 厘米(闊度) x 17.8 厘米(深度)
- (c) ONLY one (1) urn / container of ashes is permitted to be interred in the Niche.
骨灰龕位只准安放壹個骨灰容器。
- (d) ONLY one (1) set of ashes is permitted to be interred in the Niche.
骨灰龕位只准安放壹份骨灰。
- (e) A map showing the location of the Niche is attached at **Annex 1**.
骨灰龕位的位置圖載於附件1。

(f) Details of the Interment Right in respect of the Niche are as follows:

- (i) Only the ashes of the Dedicated Person may be interred in the Niche.
- (ii) The Licence does not confer on the Licensee any interest or right in the Columbarium or the property under the Government Lease (modified as aforesaid), or any interest in Chi Lin Nunnery.

骨灰龕位安放權的詳情如下:

- (i) 只有受供奉者的骨灰可安放在龕位內。
- (ii) 安放權許可證並不賦予“獲發許可證者”，就骨灰安置所或政府租契(如前述修改)所訂明物業的任何權益或權利，或關乎志蓮淨苑的任何權益。

5.3 Duration of the Interment Right: Subject to the terms of this Agreement, the Licensee is licensed to exercise the Interment Right in respect of the Niche from the date of this License Agreement to the End Date, both dates inclusive, during which only the ashes of the Dedicated Person may be interred in the Niche.

安放權的有效期: 除本協議所訂條款外, “獲發許可證者”憑許可證就龕位行使骨灰安放權, 由本許可證協議簽訂的日期至完結日期(包括首尾兩天)有效, 其間只可在龕位內安放受供奉者的骨灰。

5.4 Right of Renewal of Interment Right

安放權續期的權利

Subject to the terms of this Agreement, this Licence shall be renewed and extended (without payment) in the event the Government Lease (modified as aforesaid) is renewed or extended on terms accepted by Chi Lin Nunnery, in which event the License shall end on the expiry of the renewed or extended term under the Government Lease.

如政府租契(如前述修改)按照志蓮淨苑接納的條款獲得更新或延長, 在符合本協議所訂條款的前提下, 本許可證的有效期將予更新或延長(無需付款), 但許可證亦須根據已更新或延長的政府租契屆滿日期結束。

5.5 Exercise of Interment Right

行使安放權

When the Interment Right is exercised pursuant to the Licence to inter the ashes of the Dedicated Person in the Niche, the Licensee or the person authorized to enforce this Agreement shall provide Chi Lin Nunnery with such relevant supporting document(s) (such as the Permit to Take Away Cremated Ashes, the Certificate of Cremation or related permits in respect of the Dedicated Person) as may be required by Chi Lin Nunnery to prove that the ashes to be interred belong to the Dedicated Person.

當“獲發許可證者”或獲授權執行本協議的人, 根據許可證行使安放權, 將受供奉者的骨灰安放在龕位時, 須提供志蓮淨苑所要求的相關證明文件, 以證實將會安放的骨灰屬於受供奉者的骨灰, 例如領取骨灰許可證、火葬證明書或與受供奉者有關的許可證。

5.6 Re-designation and Relocation of the Niche

龕位的重新指定及重置

- (a) Chi Lin Nunnery may and is entitled to at any time redesignate the serial number of the Niche provided it shall notify the Licensee in writing of such re-designation 30 days in advance.

志蓮淨苑有權隨時重新指定龕位的編號，但須就此項重新指定的做法，在30天前以書面通知“獲發許可證者”。

- (b) At its entire discretion, Chi Lin Nunnery may and shall be entitled to relocate the urn / container containing the ashes of the Dedicated Person interred in the Niche to another niche in the Columbarium of different size or dimensions; after such relocation, the niche to which such urn / container containing the ashes of the Dedicated Person has been relocated shall be the “Niche” for the purpose of this Agreement. Chi Lin Nunnery shall give a 30 days prior written notice to notify the Licensee of such relocation and the new location of the Niche with a map showing the same.

志蓮淨苑可全權決定把龕位內載有某位受供奉者骨灰的甕／容器，重置在骨灰安置所內另一個大小和尺寸不同的龕位。在進行重置後，已獲重置並載有該位受供奉者骨灰的甕／容器的龕位就是本協議所指的“龕位”。志蓮淨苑須就此項重置做法在30天前以書面通知“獲發許可證者”，並附上顯示龕位新位置的地圖。

6. Dedicated Person and Authorized Representative(s)

受供奉者及獲授權代表

6.1 Dedicated Person

受供奉者

- (a) For the purpose of this Agreement, “Dedicated Person” shall be:-
[Name and if the Dedicated Person is already dead, the date of death of the Dedicated Person; and if not, his / her Hong Kong Identity Card number or other form of identification].

Date of death :

Registration No :

就本協議而言，“受供奉者”為：。[如受供奉者已去世，請註明受供奉者的去世日期；如受供奉者仍在世，請註明他／她的香港身份證號碼或其他形式的身份證明。]

去世日期：

死亡登記：

- (b) Only the ashes of the Dedicated Person may be interred in the Niche.
只有受供奉者的骨灰可安放在龕位內。

- (c) The Licensee or the Authorized Representative shall not and is not entitled to, change the Dedicated Person under this Agreement or for the purpose of the Licence.

“獲發許可證者”或獲授權代表，不可以而且無權根據本協議或藉著本許可證，更改受供奉者。

- (d) If the Dedicated Person is deceased on the day of this Agreement, or dies thereafter, the Licensee shall produce to Chi Lin Nunnery the death certificate of the deceased Dedicated Person, or such other relevant document of proof as Chi Lin Nunnery may require.

如受供奉者在簽訂本協議當日或其後去世，“獲發許可證者”須提供已去世受供奉者的死亡證或志蓮淨苑要求的其他相關文件作為證據。

6.2 Authorized Representative(s)

獲授權代表

Licensee hereby appoints

of

Hong Kong Identity Card Number or particulars of such other form of identification: to be the “Authorized Representative” under this

Agreement, which expression shall include any Authorized Representative replaced from time to time by the Licensee under this Clause 6.2. The Authorized Representative is empowered and authorized by the Licensee to claim for the return of the ashes of the Dedicated Person interred pursuant to the Licence and under this Agreement and is an “authorized representative” for the purposes of PCO. The Licensee may replace the Authorized Representative at any time by giving at least fourteen (14) days’ prior written notice of such replacement to Chi Lin Nunnery. The Licensee agrees and undertakes if the Authorized Representative ceases to be ready, willing or be able to act as such Authorized Representative, the Licensee shall appoint a replacement therefor as soon as practicable.

“獲發許可證者”現委任

、

，以及

持香港身份證或其他形式的身份證明號碼：的人士，作為本協議的“獲授權代表”。這種表達方式將包括“獲發許可證者”根據第 6.2 條，不時更換“獲授權代表”的情況。獲授權代表得到“獲發許可證者”的授權，可要求交還根據本許可證安放的受供奉者的骨灰。他／她是根據《條例》獲委任的“獲授權代表”。“獲發許可證者”可隨時在給予志蓮淨苑最少 14 日的事先書面通知後，更換獲授權代表。“獲發許可證者”同意並承諾，一旦獲授權代表無法擔任、不願意擔任或未能勝任獲授權代表，“獲發許可證者”將盡快委任另一名獲授權代表作為替補。

The Authorized Representative shall not be Chi Lin Nunnery or its agent.

獲授權代表不可由志蓮淨苑或志蓮淨苑的代理人擔任。

7. Authorization to Enforce

授權執行

The Authorized Representative is hereby authorized to enforce this Agreement on behalf of the Licensee.

獲授權代表得到授權，代表“獲發許可證者”執行本協議。

8. Termination and Suspension

終止及暫停執行

8.1 Rights to Terminate and Suspend

終止及暫停執行權利

(a) Termination

終止執行權利

- (i) Chi Lin Nunnery may terminate the Licence, the Interment Right and other rights of the Licensee hereunder in the event the Licensee or the Authorized Representative has committed a breach of the Columbarium Rules and Regulations and, if such breach is remediable, is not remedied within seven (7) days after receipt of a written notice from Chi Lin Nunnery requiring remedy of such breach.

倘若“獲發許可證者”或獲授權代表違反“骨灰安置所規則及規例”，如有關的違反之處可予修正，但“獲發許可證者”或獲授權代表在接獲志蓮淨苑以書面通知，要求修正有關的違反之處的七日後，並無作出修正，則志蓮淨苑可以終止許可證，以及終止“獲發許可證者”的安放權及其他權利。

- (ii) Chi Lin Nunnery may terminate the Licence, the Interment Right and other rights of the Licensee hereunder in the event the ashes of the Dedicated Person is not interred in the Niche within twelve (12) months from the date of this Agreement.

倘若在簽訂本協議後的 12 個月內，受供奉者的骨灰並無安放在骨灰龕內，則志蓮淨苑可以終止許可證，以及終止“獲發許可證者”的安放權及其他權利。

- (iii) Without prejudice to the right of termination of Chi Lin Nunnery under the preceding sub-clauses 8.1(A)(i) and (A)(ii), the Licence, the Interment Right and the rights of the Licensee hereunder shall terminate and cease if (aa) the ashes of the Dedicated Person are retrieved by and returned to the Licensee or the Authorized

Representative, (bb) it becomes unlawful for Chi Lin Nunnery to own, manage or operate the Columbarium, or (cc) Chi Lin Nunnery is no longer able to own, manage or operate the Columbarium as result of a Force Majeure Event.

在不影響志蓮淨苑根據前述第 8.1(A)(i)及(A)(ii)條行使終止執行權的情況下，倘若(aa) 受供奉者的骨灰已被取回並歸還予“獲發許可證者”或獲授權代表; 或(bb) 由志蓮淨苑擁有、管理或營運該骨灰安置所已變得不合法，或(cc) 基於某項不可抗力事件，志蓮淨苑無法擁有、管理或營運該骨灰安置所，則許可證及“獲發許可證者”的安放權及其他權利將予終止和停止。

(b) **Suspension**
暫停執行權利

Without prejudice to the right of termination of Chi Lin Nunnery under the proceeding sub-clause 8.1(A), Chi Lin Nunnery may suspend the Interment Right and any other rights of the Licensee under the License or the right of visit the Niche if the Licensee, the Authorized Representative or any visitor to the Niche authorized by either of them commits a breach of the Columbarium Rules and Regulations.

在不影響志蓮淨苑根據前述第 8.1(A)條行使終止執行權的情況下，倘若“獲發許可證者”或獲授權代表或其中一人授權前往骨灰龕拜祭的人士，違反“骨灰安置所規則及規例”，志蓮淨苑有權暫停“獲發許可證者”根據許可證行使安放權及任何其他權利，或前往骨灰龕拜祭的權利。

8.2 Consequences of Termination and Suspension

終止及暫停執行的結果

(a) **Consequences of Termination**
終止執行的結果

- (i) On termination of the Licence under Clause 8.1, the right to inter ashes of the Dedicated Person in the Niche (unless interment has been effected in which case Clause 8.2(b) shall apply) shall be cancelled, null, void and of no further effect, and neither the Licensee nor the Authorized Representative nor any person claiming through the Licensee may make any claim against Chi Lin Nunnery in respect of such termination save and except for the return of the sum of HK\$1 paid under this Agreement without interest costs or compensation. Upon termination as aforesaid, Chi Lin Nunnery shall return the sum of HK\$1 to the Licensee or the Authorized Representative.

當按照第 8.1 條終止這許可證時，除非已行使安放權（在此情況下，第 8.2(b) 條將會適用），否則把受供奉者的骨灰安放在龕位的權利，須予取消、變得無效、作廢，以及不可再予行使。

除可取回根據本協議支付的港幣壹元款項(沒有利息或賠償)，
“獲發許可證者”或獲授權代表或任何聲稱透過“獲發許可證者”的人士，不可以對志蓮淨苑就這項終止提出任何申索。在作出前述終止後，志蓮淨苑須向“獲發許可證者”或獲授權代表歸還港幣壹元的款項。

- (ii) If ashes of the Dedicated Person has been interred in the Niche before the termination occurs, the Licensee or the Authorized Representative shall and is under an obligation to retrieve and remove the ashes and the urn / container containing such ashes from the Niche within six (6) months from the date of such termination, after which Chi Lin Nunnery may and is entitled to, without notification to the Licensee or the Authorized Representative, remove the urn / container containing the ashes of the Dedicated Person to other location within the Columbarium or otherwise dispose of such ashes and the urn / containers containing such ashes in such manner and to such place as it may determine at its entire discretion without being liable for loss.

倘若受供奉者的骨灰在上述終止發生前已安放在骨灰龕內，
“獲發許可證者”或獲授權代表有責任在上述終止發生日期之後的六個月內，取回及移走骨灰龕內的骨灰及載有骨灰的甕／容器。否則，志蓮淨苑有權在不通知“獲發許可證者”或獲授權代表的情况下，把載有受供奉者骨灰的甕／容器，搬遷至骨灰安置所的其他位置，或按志蓮淨苑全權決定的方式或地點，處置及安放有關的骨灰和盛載骨灰的甕／容器。志蓮淨苑無需就任何損失承擔責任。

(b) **Consequences of Suspension**

暫停執行的結果

Upon and until suspension is lifted by Chi Lin Nunnery, the rights of the Licensee under this Agreement (including but not limited to the Interment Right) shall be suspended, and the right to visit the Niche shall also be suspended.

除非及直至志蓮淨苑解除暫停執行，“獲發許可證者”根據本協議的權利，包括但不限於安放權，須予暫停執行，其前往龕位拜祭的權利亦須暫停執行。

9. Rights and Obligations

權利和責任

9.1 Chi Lin Nunnery's obligations

志蓮淨苑的責任

Chi Lin Nunnery shall:

志蓮淨苑須:

- (a) keep the Columbarium clean and in good repair.
保持骨灰安置所清潔及狀況良好;
- (b) at its own costs and expense, install a plaque for the Niche, such plaque to be in the design, shape and size as it may determine at its entire discretion.
自資費用，為龕位安裝一個匾牌，並可全權決定匾牌的設計、形狀和尺寸;
- (c) ensure that the Columbarium is operated in compliance with all applicable legal and Government requirements and it shall secure, obtain and maintain throughout the duration of this Agreement all and any governmental authorizations, approvals, permits or licences which may be required or necessary in connection with the performance of this Agreement and bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences; and
確保骨灰安置所的營辦符合所有適用的法例及政府規定，而骨灰安置所會申領、獲取及在本協議有效期內，保持與履行本協議有關的一切及任何必須或需要的政府授權、批准、許可證或牌照，並須承擔因獲取及保持該等許可證及牌照而可能引致的所有費用、收費及開支；以及
- (d) ensure that all information, descriptions and statements in respect of the Niche provided to the Licensee are true and correct.
確保向“獲發許可證者”提供有關龕位的所有資料、描述和聲明均屬正確無誤。

9.2 The Licensee's Obligations, Undertakings and Acknowledgement:

“獲發許可證者”的義務、承諾和確認

- (a) **The Licensee shall:**
“獲發許可證者”須:
 - (i) make all payments (if any) due punctually according to this Agreement;
根據本協議依時繳付所有款項(如有者);

- (ii) comply with the Columbarium Rules and Regulations and other reasonable and lawful requirements and directions of Chi Lin Nunnery given or made from time to time relating to the Columbarium;

遵守“骨灰安置所規則及規例”，以及志蓮淨苑就關乎骨灰安置所不時作出的其他合理和合法的規定和指示；

- (iii) comply with the terms of this Agreement;

遵守本協議的各項條款；

- (iv) comply with all traffic management measures and other management measures (e.g. crowd control) implemented by Chi Lin Nunnery to ensure the good management of the Columbarium; and

遵守志蓮淨苑為確保骨灰安置所的良好管理而實施的所有交通管理措施及其他管理措施(例如人流管制)；

- (v) notify in writing as soon as possible Chi Lin Nunnery of any replacement of the Authorized Representative;

如須更換獲授權代表，須以書面盡早通知志蓮淨苑；及

- (vi) procure the Authorized Representative to comply with the aforesaid obligations.

促使獲授權代表遵守前述的責任。

- (b) The Licensee and the Authorized Representatives shall have the right to access the recorded information in relation to Niche and update the relevant information upon production of documentary proof, subject to the obligations of Chi Lin Nunnery under the Personal Data (Privacy) Ordinance, Cap. 486.

除志蓮淨苑根據《個人資料(私隱)條例》(第 486 章)所須履行的責任外，“獲發許可證者”及獲授權代表，有權查閱有關龕位的已記錄資料，並在提交證明文件後更新該等資料。

- (c) The Licensee shall not, and shall procure the Authorized Representative

- (i) put anything into the urn / container except the ashes of the Dedicated Person for interment in the Niche;
- (ii) inter anything in the Niche except the urn / container containing the ashes of the Dedicated Person; and
- (iii) install any plaque for the Niche or make any change or alteration to the plaque installed by Chi Lin Nunnery for the Niche, or deface the same.

“獲發許可證者”不可作出以下行為，並須促使獲授權代表不可作出以下行為：

- (i) 在安放在骨灰龕內的甕/容器內放置除了受供奉者的骨灰以外的任何其他物品；

- (ii) 在龕位內安放除了盛載受供奉者的骨灰的甕／容器以外的任何其他物品；及
- (iii) 為龕位安裝匾牌，或對志蓮淨苑為龕位安裝的匾牌作出任何更改或改動，或污損有關匾牌。

- (d) The Licensee agrees and acknowledges that only Chi Lin Nunnery or its representative may, during the ashes interment ceremony for interment of the ashes of the Dedicated Person in the Niche, inter the urn / container containing the ashes of the Dedicated Person in the Niche.

“獲發許可證者”同意並確認，在舉行骨灰安放儀式，以便把受供奉者的骨灰安放在龕位的時候，只有志蓮淨苑或其代表，可以把載有受供奉者骨灰的甕／容器，安放在龕位內。

10. Recommendations to the Licensee

給“獲發許可證者”的建議

- 10.1** The Licensee should carefully consider whether his/ her interest is protected against the financial risks involved with lump sum prepayment for an interment right for a long period.

“獲發許可證者”須小心考慮，其權益是否得到保障，無需蒙受為了長期安放權而預先繳付整筆款項所涉及的財政風險。

- 10.2** The Licensee should seek legal advice if he/ she does not understand any part of the information, recommendations or terms in this Agreement.

“獲發許可證者”如不瞭解本協議所載的資料、建議或條款的任何部分，應尋求法律意見。

11. Cancellation and Refunds

取消及退款

- 11.1** The Licensee may cancel this Agreement at any time by giving Chi Lin Nunnery a written notice of cancellation effective forthwith if:

如有以下情況，“獲發許可證者”可隨時以書面通知志蓮淨苑，取消本協議：

- (a) Chi Lin Nunnery is not entitled to grant the Licence or if the Licence is for a term that extends beyond the term of the Government Lease (modified as aforesaid);

志蓮淨苑無權發出安放權的許可證，或許可證的期限超越政府租契(如前述修改)的年期；

- (b) this Agreement is not enforceable against the Licensee if:
 - (i) Chi Lin Nunnery does not hold the Chi Lin Licence at the time when this Agreement is entered into;
 - (ii) the Chi Lin Licence is not in force at the time of enforcing this Agreement; or
 - (iii) this Agreement does not set out, in clear language:
 - (A) the information and recommendations prescribed in Part 1 of Schedule 4 to the PCO; and
 - (B) the essential terms prescribed in Part 2 of that Schedule;

如有以下情況，本協議不可針對“獲發許可證者”強制執行：

- (i) 本協議訂立時，志蓮淨苑並未就骨灰安置所持有志蓮牌照；
- (ii) 強制執行本協議時，志蓮牌照並未生效；或
- (iii) 本協議沒有以清晰措詞，列出：
 - (A) 《條例》附表 4 第 1 部所訂明的資料及建議，以及
 - (B) 該附表第 2 部所訂明的必備條款。

11.2 The Licensee may cancel this Agreement within six (6) months after the date of this Agreement by giving Chi Lin Nunnery a written notice of cancellation effective forthwith if:

如有以下情況，“獲發許可證者”可於本協議生效日期起計六個月內給予志蓮淨苑書面通知，取消本協議：

- (a) this Agreement does not set out the Licensee’s cancellation rights under section 50 of the PCO;
本協議並無列出“獲發許可證者”在《條例》第 50 條下的取消權；
- (b) this Agreement does not include a term on whether and, if so, on what conditions the Licensee’s cancellation rights under section 50 of PCO may be exercised after the Interment Right has been exercised;
本協議並無包含條款，訂明在行使安放權後，是否可以行使“獲發許可證者”在《條例》第 50 條下的取消權，以及(如可以行使該取消權者)有何行使條件；
- (c) before the Licensee entered into this Agreement, Chi Lin Nunnery has not explained to the Licensee the information, recommendations and essential terms as set out in this Agreement;
在“獲發許可證者”簽訂本協議前，志蓮淨苑沒有向“獲發許可證者”解釋本協議列明的資料、建議及必備條款；

- (d) Chi Lin Nunnery has not obtained the Licensee's acknowledgement in writing that the explanation referred to in Clause 11.2(c) above was given to the Licensee; or

志蓮淨苑沒有取得 “獲發許可證者” 的書面確認，指 “獲發許可證者” 已獲得上文第 11.2(c)條提述的解釋；或

- (e) Chi Lin Nunnery has not delivered to the Licensee a copy of this Agreement as soon as possible after it was signed by both Parties, which delivery must be effected:

- (i) by personal delivery to the Licensee;
- (ii) by registered post to the Licensee or his/her address stated in this Agreement; or
- (iii) in any other manner if receipt of the copy by the Licensee can be proved; or

在雙方簽署本協議後，志蓮淨苑沒有盡快循以下方式，向 “獲發許可證者” 交付本協議的複本：

- (i) 專人遞交予 “獲發許可證者” ；或
- (ii) 以掛號郵遞方式，寄交 “獲發許可證者” 或其在本協議訂明的地址；或
- (iii) 以任何其他方式，但情況是須能證明 “獲發許可證者” 收到該複本；或

- (f) any other requirements specified by the Private Columbaria Licensing Board are not met.

志蓮淨苑未能符合私營骨灰安置所發牌委員會指明的任何其他規定。

11.3 If the Interment Right has been exercised, the Licensee's right to cancel this Agreement under Clauses 11.1 and 11.2 above shall be the subject to and conditional on Licensee or the Authorized Representative giving a written undertaking in terms reasonably acceptable to Chi Lin Nunnery to retrieve and remove the ashes of the Dedicated Person and the urn / container containing such ashes from the Niche within such time from such cancellation as Chi Lin Nunnery may at its entire discretion require.

如已行使安放權， “獲發許可證者”根據上文第 11.1 及 11.2 條行使取消本協議的權利，須符合以下規定： “獲發許可證者”或獲授權代表以書面作出承諾，遵守合理並獲志蓮淨苑接納的條款，在取消協議後，按照志蓮淨苑全權決定的時限內，取回並移走受供奉者的骨灰，以及載有受供奉者骨灰的甕／容器。

11.4 Chi Lin Nunnery must, within thirty (30) days of receiving a notice of cancellation pursuant to Clauses 11.1 or 11.2, refund all money received under this Agreement if the Interment Right has not yet been exercised.

如 “獲發許可證者” 尚未行使安放權，志蓮淨苑必須在收到 “獲發許可證者” 根據第 11.1 或 11.2 條發出的取消通知書後 30 天內，退回所有根據本協議收取的款項。

11.5 Notwithstanding the Licensee's acceptance of any refund of money paid under this Agreement, any refund shall be without prejudice to or affect any rights or cause of action which has or may have accrued, or which may accrue, or any remedy available, to the Licensee under this Agreement or the law in respect of any breach whatsoever of this Agreement by Chi Lin Nunnery or arising from deaths or injuries caused by the negligence or other fault of Chi Lin Nunnery, its staff or agent(s).

儘管“獲發許可證者”接受志蓮淨苑退回根據本協議繳付的任何款項，該等退款並不損害或影響因志蓮淨苑違反本協議任何條文或因志蓮淨苑、其員工或代理人的疏忽或其他過失導致人命傷亡而已經產生、可能已經產生或可能產生的任何權利或訴訟因由或根據本協議或法律令“獲發許可證者”可獲得的補救。

12. Cooling-off Period

冷靜期

12.1 The Licensee may cancel this Agreement and terminate the Licence within 14 days from the date of this Agreement by giving Chi Lin Nunnery a written notice of cancellation effective forthwith without having to pay any unpaid fees or incurring any liability in respect of this Agreement.

“獲發許可證者”可於本協議訂立日期起 14 天內給予志蓮淨苑書面通知，取消本協議並終止許可證，而無須就本協議繳付任何未繳付的費用或承擔任何法律責任。

12.2 Chi Lin Nunnery shall, within 30 days from the issue of a written notice by the Licensee pursuant to Clause 12.1, refund all money received (if any) under this Agreement.

志蓮淨苑須於“獲發許可證者”根據第 12.1 條發出的書面通知的 30 天內，退回所有就本協議已收取的款項(如有者)。

12.3 If the Interment Right has been exercised, the Licensee's right to cancel this Agreement under Clause 12.1 above shall be subject to and conditional on the Licensee or the Authorized Representative giving a written undertaking in terms reasonably acceptable to Chi Lin Nunnery to retrieve and remove the ashes of the Dedicated Person and the urn / container containing such ashes from the Niche within such time from such cancellation as Chi Lin Nunnery may at its entire discretion require.

如已行使安放權，“獲發許可證者”根據上文第 12.1 條行使取消本協議的權利，須符合以下規定：“獲發許可證者”或獲授權代表以書面作出承諾，遵守合理並獲志蓮淨苑接納的條款，在取消協議後，按照志蓮淨苑全權決定的時限內，取回並移走受供奉者的骨灰，以及載有受供奉者骨灰的甕／容器。

13. Discrepancies

矛盾/差異之處

13.1 Subject to Clause 13.2 below, if there is any discrepancy between the Columbarium Rules and Regulations, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

除下文第 13.2 條所述情況外，如果骨灰安置所規則及規例與本協議的條文有任何矛盾之處，則以本協議的條文為準。

13.2 Notwithstanding anything herein contained to the contrary, any provisions in the Columbarium Rules and Regulations, or of this Agreement, which is contrary to or prohibited by PCO (including any subsequent amendment, alterations or replacements thereof) shall be invalid and unenforceable in so far as such provision is concerned, but without prejudice or affecting the validity of the other provisions in the Columbarium Rules and Regulations, or of this Agreement.

即使有任何相反規定，如果骨灰安置所規則及規例或本協議的條文，違反《條例》(包括任何隨後的修訂、改動或替代)，或受《條例》(包括任何隨後的修訂、改動或替代)禁止，該等條文即告無效及不可執行，但並不妨礙或影響骨灰安置所規則及規例或本協議的其他條文的合法性。

14. Protection of Personal Data

保障個人資料

Chi Lin Nunnery shall comply with all laws and regulations relating to the protection of personal data, and shall keep confidential the personal data of the Licensee.

志蓮淨苑須遵守所有有關保障個人資料的法律和規例，並把“獲發許可證者”的個人資料加以保密。

15. Non Transferability

不可轉讓

None of this Agreement, the License, the Interment Right, and any other rights in connection with the above, is transferrable.

本協議、許可證、安放權，以及與上述條文有關的任何其他權利，均不可轉讓。

16. Variation

修改

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made in writing and duly signed by both Parties.

除本協議訂明的條文外，放棄或取消本協議條文，或對本協議條文作出任何更改或修訂，必須以書面作出，並經雙方正式簽署，方為有效。

17. Governing-law and Jurisdiction

規管的法例及司法管轄權

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 jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Agreement.

本協議受香港法例規管，並據此解釋。雙方謹此同意凡涉及本合約的事宜，願受香港法院的司法管轄權管轄。

18. Notices

通知書

18.1 Any notice to be given to the Licensee under Clause 5.6 or Clause 8.1, or required to be given in any other provisions of this Agreement (unless where a different mode of giving notice is provided), shall be sent by registered post to the address of the Licensee given in this Agreement; and any notice given in the manner aforesaid to the Licensee shall be deemed sufficient and valid notice of the contents of such notice to the Authorized Representative.

凡根據第 5.6 條或第 8.1 條或本協議的任何其他條文規定，而須向“獲發許可證者”交付的通知書，除非訂明交付通知書的不同模式，須以掛號郵遞方式寄交“獲發許可證者”在本協議訂明的地址。任何按前述方式交付的通知書，須視作已把通知書的內容，足夠和有效地告知獲授權代表。

18.2 Notice to be given to Chi Lin Nunnery under this Agreement shall be sent to its registered office by registered post marked for the attention of “Reception Hall (Columbarium Affairs)”.

根據本協議交付志蓮淨苑的通知書，須以掛號郵遞方式寄交其註冊辦事處，並註明經辦人為“客堂（普同塔事務）”。

19. Entire Agreement

完整協議

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements (whether oral or in writing), understandings or arrangements between them in relation to the subject matter hereof, and the Parties confirm that they have not entered into this Agreement upon the basis of any statements, undertakings, warranties or representations that are not expressly stated in this Agreement.

本協議構成雙方就協議所涉及事宜而訂立的完整協議，並取代雙方所有先前的協議（不論是口頭或書面的）、諒解或安排。雙方確認訂立本協議，並非以任何並無在本協議中明文述明的聲明、承諾、保證或申述為依據。

20. Contracts (Rights Of Third Parties) Ordinance

《合約(第三者權利)條例》

Save for the rights of the authorized representative(s) and the person[s] authorized to enforce this Agreement as provided above, the Parties hereby 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).

雙方現聲明，除上文規定的獲授權代表及獲授權執行本協議的人士的權利外，本協議內容不得賦予或看來是賦予第三者任何利益或權利，使其可依據《合約(第三者權利)條例》(第 623 章)強制執行本協議的任何條款。

- 21.** The Licensee agrees to the matters set out in the statement on collection of personal data attached to this Agreement as Annex 2 (the “**Statement**”), and the Statement forms part of this Agreement.

獲發許可證者同意本協議附件 2 中關於收集個人資料的聲明（“聲明”）中規定的事項，聲明構成本協議的一部分。

- 22.** This Agreement is written in both Chinese and English language, the former being included for reference and information only. If there is any inconsistency or discrepancy between the Chinese version and English version, the English version shall prevail.

本協議備有中、英文本，前者僅供參考。如中、英文本的文意有所差異，概以英文本為準。

Signatures

簽署

Signed by the Licensee : _____

“獲發許可證者”簽署

Name of the Licensee: _____

“獲發許可證者”姓名_

Signed by the witness for the Licensee (if applicable): _____

“獲發許可證者”的見證人簽署(如適用)

Name of the witness for the Licensee (if applicable): _____

“獲發許可證者”的見證人姓名(如適用)

Date: _____

日期

Signed by Chi Lin Nunnery: _____ (Signed by Chi Lin
Nunnery's representative authorized to sign the Agreement)

志蓮淨苑簽署 (由獲授權簽署此協議的代表簽署)

Signed by the witness for Chi Lin Nunnery (if applicable): _____

志蓮淨苑的見證人簽署(如適用)

Name of the witness for Chi Lin Nunnery (if applicable): _____

志蓮淨苑的見證人姓名(如適用)

Date : _____

日期

Note: In this Specimen form, “*” means “*Delete where inapplicable*”.

備註: 在這個樣本表格內, “*” 指刪去不適用者

Confirmation of explanation of this Agreement to the
Licensee

The Licensee confirms that prior to the signing of this Agreement, a representative of Chi Lin Nunnery has explained to the Licensee the information, recommendations and essential terms set out in this Agreement.

Signed by the Licensee: _____

Name of the Licensee: _____

Date: _____

確認已向“獲發許可證者”解釋本協議

“獲發許可證者”確認在簽署本協議前，志蓮淨苑的代表已向“獲發許可證者”解釋本協議列明的資料、建議及必備條款。

“獲發許可證者”簽署： _____

“獲發許可證者”姓名： _____

日期： _____

Location Map of the Niche

[Chi Lin Nunnery]

Location of niche:

Columbarium Building: Pu Tong Ta

Floor : _____

Wall : _____

Serial No: _____



顯示骨灰龕位位置的地圖

[志蓮淨苑]

骨灰龕位置:

骨灰安置所建築物: 普同塔

樓層: _____

牆號: _____

編號: _____



Statement on Collection of Personal Data in Connection with Agreement for the Grant of License of Interment Right in respect of a Niche (in accordance with the requirements under the Personal Data (Privacy) Ordinance (Cap. 486))

就龕位安放權發出許可證協議的收集個人資料聲明
(根據《個人資料(私隱)條例》(第486章)的規定處理)

(1) Purposes of Data Collection

收集資料的目的

The personal data provided by the Licensee, including but not limited to those belonging to the Licensee, Dedicated Person, Authorized Representative and authorized person, in this agreement for the grant of license of interment right in respect of a niche (the “**Agreement**”) will be used by Chi Lin Nunnery for execution of the Agreement and related matters and for submission to the Private Columbaria Licensing Board and the Food and Environmental Hygiene Department for uses relating to the implementation of the Private Columbaria Ordinance (Cap. 630).

獲發許可證者在本龕位安放權發出許可證協議(“本協議”)提供的個人資料，包括但不限於獲發許可證者、受供奉者、獲授權代表及獲授權執行本協議的人士的資料，志蓮淨苑將用於執行本協議的相關事宜的用途及提交給私營骨灰安置所發牌委員會及食物環境衛生署以用作與執行《私營骨灰安置所條例》(第630章)有關的用途。

The Licensee’s provision of the aforesaid personal data in the Agreement is voluntary. If those personal data are not provided, Chi Lin Nunnery may not be able to execute the matters related to the Agreement.

獲發許可證者在本協議填寫的上述個人資料，純屬自願提供。如不提供該等個人資料，志蓮淨苑可能無法執行本協議的相關事宜。

(2) Class of Transferees

獲轉移資料的機構的類別

The personal data provided in the Agreement, including but not limited to those belonging to the Licensee, Dedicated Person, Authorized Representative and authorized person may be disclosed to the Private Columbaria Licensing Board, relevant staff and public officers of the Food and Environmental Hygiene Department as well as other government departments and organizations for uses relating to the implementation of the Private Columbaria Ordinance (Cap. 630). The relevant personal data may also be disclosed to other government departments for law enforcement purposes.

在本協議填報的個人資料，包括但不限於獲發許可證者、受供奉者、獲授權代表及獲授權執行本協議的人士的資料，可能會向私營骨灰安置所發牌委員會、食物環境衛生署的有關職員和公職人員及其他政府部門和機構披露，以用作與執行《私營骨灰安置所條例》(第630章)有關的用途。有關個人資料亦可能會披露給其他政府部門作執法用途。

(3) Right to Request Access to and Correction of Personal Data

查閱和更正權利

The Licensee has a right to request access to and correction of the aforesaid personal data provided in the Agreement in accordance with sections 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). Enquiries concerning the access to and correction of personal data should be addressed to the “Service Coordinator” by post to the Reception Hall, Chi Lin Nunnery, 5 Chi Lin Drive, Diamond Hill, Wong Tai Sin, Kowloon for the attention of the Service Coordinator or by email at chilinhallwj@gmail.com.

根據《個人資料(私隱)條例》(第 486 章) 第 18 條及第 22 條以及附表 1 第 6 原則的規定，獲發許可證者有權查閱及改正其在本協議提供的上述個人資料。如欲查閱或改正個人資料，可聯絡本苑客堂之服務幹事，地址為九龍黃大仙鑽石山志蓮道 5 號志蓮淨苑客堂，電郵地址為 chilinhallwj@gmail.com。