

Annex 17

Agreement No. _____

AGREEMENT FOR THE SALE OF INTERMENT RIGHT AND PROVISION OF RELATED SERVICES IN RESPECT OF A NICHE in WAN FAU SIN KOON

This Agreement is made on [] between BEAMLAND LIMITED (the “**Seller**”) and _____ (the “**Purchaser**”) whose details are as follows:

The Seller

*Business Registration Certificate no./~~Identity card no.:~~ 10748191-000

Address:

Contact tel. no.:

Fax. no. (if any):

Email address (if any):

The Purchaser

*Business Registration Certificate no./Identity card no.:

Address:

Contact tel. no.:

Fax. no. (if any):

Email address (if any):

Note: In this Agreement, “*” means “*Delete where inapplicable*”

1. Definitions and Interpretation

1.1 Definitions

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

“authorized representative”	shall mean a person who is authorized to claim for the return of ashes interred under this Agreement.
“Columbarium”	shall have the meaning attributed to such term in Clause [4.1].
“dedicated person”	shall mean a person whose ashes are to be interred in the niche.
“Force Majeure”	<p>means an event or circumstance:</p> <ul style="list-style-type: none">(a) which is beyond a party’s control;(b) which the party could not reasonably have prevented;(c) which, upon its occurrence, the party could not reasonably have avoided or overcome the same; and <p>which is not substantially attributable to the party, including, without limitation, any fire, flood, storm (including any tropical storm, black rain or other storm or disturbance) or other natural event, any strike, lockout or other industrial action, act of war or terrorism, riot, demonstration, outbreak of infectious disease or any failure of telecommunications.</p>
“interment right”	the right to inter ashes in the niche.
“Licence”	shall have the meaning attributed to “licence” in the PCO.
“PCO”	Means the Private Columbaria Ordinance, Chapter 630 of the Laws of Hong Kong.
“Total Fee”	means the total amount of fees for the Interment right in niche and management services specified in

Clause 5.1.

“Working Day”

means a day (other than a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours

1.2 Interpretation

In this Agreement unless the context requires otherwise:

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

2. Commencement and Duration

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

3. The Seller’s Licence

3.1 Seller’s Licence

The Seller represents that it holds a Licence as described in Clause [3.2] in respect of the columbarium as described in [Clause 4] (“**Columbarium**”) and warrants that it will secure, obtain and maintain a licence under section 13 of the PCO in respect of the Columbarium during the duration of this Agreement and duration of the interment right.

3.2 Particulars of Seller’s Licence

(a) Licence number: _____

(b) Validity period of the licence: from _____ to _____

4. Columbarium

4.1 Basic Information

- (a) Name of the Columbarium: Wan Fau Sin Koon
- (b) Address of the Columbarium (i.e. address of the licensed premises): Lot Nos. 1857s.A, 1857RP, 1858 and 1859 in DD129 and Adjoining Government Land (STTYL0181), Lau Fau Shan, Yuen Long, New Territories
- (c) Lot number in which the Columbarium is situated: Lot Nos. 1857s.A, 1857RP, 1858 and 1859 in DD129

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

- (a) The Seller represents that it lawfully possesses the right to use the Columbarium and occupies the Columbarium premises under:
[please put a “✓” in the box below as appropriate]

- ☐ a tenancy between private parties (see Clause [4.2(d)] below)
- ☒ a Government lease (see Clause [4.2(b)] below)
- ☒ a short term tenancy granted by the Government (see Clause [4.2(c)] below)

- (b) **If the Seller is an owner or one of the owners of the Columbarium**, the Seller represents that it owns the Columbarium as follows:
[please put a “✓” in the box below as appropriate]

- ☒ the sole owner; (Name : Beamland Limited) or
- ☐ one of the *2/more than 2 *joint owners/co-owners

Name of all other *joint owners/co-owners (if applicable) :
Not Applicable

In the case of co-ownership, particulars of the Seller's interest including each co-owner's respective share or interest in the Columbarium are:
Not Applicable

Date on which the term of the Government lease ends:
30 June 2047 for Lot Nos. 1857s.A, 1857RP, 1858 and 1859 in DD129

(c) **If the Seller holds the Columbarium on a short term tenancy granted by the Government**, the Seller represents that particulars of the short term tenancy are as follows:

- (i) The short term tenancy number assigned by the Lands Department:
STTYL0181
- (ii) the term of the short term tenancy: 7 years commencing from; and the periodic basis for the payment of rent for the short term tenancy: on annual basis.

(cc) If the Seller holds a short term waiver (which permits ash internment) granted by the Government, the Seller represents that particulars of the short term waiver are as follows:

- (i) The short term waiver reference number assigned by the Lands Department:
STW5506;
- (ii) The term of the short term tenancy: 7 years commencing from _____; and
- (iii) The periodic basis for the payment of fee for the short term waiver: “on annual basis.”

(d) **If the Seller is not the owner of the premises**, the Seller represents that the particulars of its right to use the Columbarium are as follows:

- (i) Date on which the term of the tenancy/lease or right to occupy is to end:
Not Applicable
- (ii) Particulars of the tenancy/lease or right to occupy:
Not Applicable
- (iii) Name of the landlord or grantor of the right to occupy:
Not Applicable
- (iv) Periodic basis for the payment of rent for the tenancy [(No need to complete if information already provided in Clause 4.2(c)(iii) above):
Not Applicable
- (v) Memorial number of tenancy agreement (where available) (if applicable):
Not Applicable
- (vi) Arrangements for the termination of the tenancy:
Not Applicable

(vii) Arrangements for the renewal of the tenancy:

Not Applicable

- (e) *[The Seller warrants that there is no mortgage nor any other encumbrance subsisting in the Columbarium that may jeopardize the Purchaser's interest.] ~~{OR} [The Seller sets out below details of any mortgage or any other encumbrance subsisting in the Columbarium that may jeopardize the Purchaser's interest.]~~

~~*[Particulars of the mortgage and/or encumbrance:~~

Not Applicable

The name of the mortgagee or the person entitled to the benefit of, or to require payment or discharge of, the encumbrance (as the case requires):

Not Applicable

The memorial number of mortgage or encumbrance (where available) (if applicable):

Not Applicable

- (f) *[The Seller warrants that the Columbarium is not prevented, by an instrument registered in the Land Registry, from being used or disposed of in a manner that may jeopardize the Purchaser's interest.] ~~{OR} [The Columbarium is prevented, by an instrument registered in the Land Registry, from being used or disposed of in a manner that may jeopardize the Purchaser's interest, and, particulars of the instrument are as follows:~~

~~The memorial number of the instrument:]~~

4.3. Opening Hours of the Columbarium

- (a) Subject to Clause [4.3(b) and Clause 4.3(c) below,] the Columbarium shall be open from 9:30 a.m. to 5:00 p.m. daily. Except for the holding of ashes interment ceremony, the Purchaser shall only enter and remain in the Columbarium during the opening hours.
- (b) *[The opening hours of the Columbarium are from 9:00 a.m. to 5:00 p.m. on the days of the *Ching Ming and Chung Yeung Festivals, and during the two weeks before and after the two festival days.]
- (c) The Seller shall inform the Purchaser of any change of opening days or hours at least (10) days in advance via its website and by posting notices of the change in English and Chinese at conspicuous positions outside the Columbarium.

5. Interment Right and Other Items Purchased

5.1 Items Purchased and Payment

In consideration of the fees, charges and other sums set out below, subject to the terms of this Agreement, the Seller shall sell or agree to provide, and the Purchaser shall purchase the following items:

Item Purchased	Amount of payment	Payment methods	Future revision mechanism
Interment right in niche (see Clause [5.2] below)	\$ _____	To be paid by periodic annual payments as detailed in Annex 1	Not Applicable
Management services which shall include: <ul style="list-style-type: none">• general cleaning;• maintenance;• insurance;• outgoing expenses;• government fees;• licence fees;• utilities.	\$ _____	To be paid by periodic annual payments as detailed in Annex 1	Not Applicable
Supply of Ash Urn and Plaque installation services	Complimentary for prescribed standard Ash Urn and Plaque	Not applicable	Not applicable.

5.2 Particulars of the Niche

- (a) The location and serial number of the niche (please specify the zone/section/row/serial number, etc.):

- (b) Internal dimensions of the niche (Approx.): ____cm (height) × ____cm (width) × ____cm (depth)

- (c) Maximum number of containers of ashes permitted to be interred in the niche :

- (d) Maximum number of sets of ashes permitted to be interred in the niche :

- (e) A map showing the location of the niche is attached at **Annex 2**.

- (f) Details of the interment right in respect of the niche:

The nature of the right or interest that the interment right comprises, whether it is

- (i) an interest in land [*please put a “✓” in the box below as appropriate.*]

☒ The interment right does not comprise an interest in land.

☐ The interment right comprises an interest in land with details as follows: -

- (ii) a right under a tenancy or service agreement to use the niche with details as follows:

Not Applicable

- (iii) a right or interest of any other nature, including:

Not Applicable

5.3 Duration of the interment right:

The Purchaser is allowed to use the niche from _____ (insert date) to _____ (insert date) (“**End Date**”), both dates inclusive, during which the ashes of the dedicated person(s) may be interred in the niche. (Note: the “End Date” must be on or before the expiry date of the current short term tenancy stated in Clause 4.2(c) above and the expiry date of the current short term waiver stated in Clause 4.2(cc) above.)”

5.4 *[Right of Renewal of Interment Right]

- (a) The Purchaser has a right to renew the interment right in respect of the niche on the expiry of its term on the End Date, pursuant to the mechanism as follows:
- (i) The Seller shall give the Purchaser (3) months' notice indicating the intention to grant the Purchaser renewal of the interment right for a term of seven (7) years, provided that the Seller's Short Term Tenancy/Short Term Waiver granted by the Government shall have been renewed, or until 30 June 2047, whichever is the earlier save and except the last term before the End Date 30 June 2047.
 - (ii) Upon receipt of the Seller's notice set out in paragraph (i) above, in the event the Purchaser accepts the renewal offer, the Purchaser shall pay the fees and management services fees for the renewed term which the Seller informs the Purchaser when giving the 3 months' notice in paragraph (i) above no later than seven (7) working days before the End Date;
 - (iii) Upon the Seller's receipt of the Purchaser's payment of the fees and management services fees stated in paragraph (ii) above, this Agreement shall be automatically renewed for a term of (7) years save and except the last term before the End Date 30 June 2047;
 - (iv) The above renewal arrangement mechanism would apply until 30 June 2047, provided always that the Seller's Short Term Tenancy/Short Term Waiver granted by the Government shall have been renewed throughout until 30 June 2047.
 - (v) If the Seller does not receive the fees and management services fees stated in paragraph (ii) above within seven (7) working days before the End Date or by the End Date the latest, the Purchaser's right to renew the interment right in respect of the niche under this Agreement shall be deemed to have been automatically extinguished and in such event, the Purchaser and /or the authorized representative shall collect the interred ashes within (14) days from the End Date, failing which the interred ashes will be removed from the niche by the Seller to another temporary storage place. The Seller reserves the right to dispose of the interred ashes in accordance with the prevailing PCO if the ashes are left unclaimed for (90) days from the End Date;
- (b) In the event the End Date of the interment right in respect of the niche or the renewal thereof expires on 30 June 2047, the Purchaser has a right to renew the interment right beyond 30 June 2047 in accordance with the following mechanism, provided that the Seller shall have been granted a renewed term of lease of the lands as referred to in Clause 4.1(c) under which the same are held directly from the

Government (“the renewed term of lease”) and a renewed term of short term tenancy as referred to in Clause 4.2(c) (“the renewed short term tenancy”) as well as a renewed term of short term waiver as referred to in Clause 4.2 (cc) (“the renewed short term waiver”) prior to the expiration thereof :-

- (i) The Seller shall give the Purchaser (3) months’ prior notice indicating its intention to grant to the Purchaser renewal of the interment right for a term to be agreed between the Seller and the Purchaser which shall in no event be beyond the expiry date of the renewed term of the renewed short term tenancy and the renewed short term waiver.
- (ii) Upon receipt of the Seller’s notice set out in paragraph (i) above, in the event the Purchaser accepts the renewal offer, the Purchaser shall enter into a new agreement for renewal with the Seller and pay to the Seller his/her prorated share of the land premium / rent and/or government fees together with the fees and management services fees for renewal of the interment right in accordance with the payment method to be agreed between the Seller and the Purchaser within seven (7) working days before 30 June 2047.
- (iii) If the Purchaser fails to comply with the terms set out in paragraph (ii) above, he/she shall be regarded as having declined the said offer in such event the Purchaser and / or the authorized representative shall collect the interred ashes within fourteen (14) days prior to 30 June 2047, failing which the interred ashes will be removed from the niche by the Seller to another temporary storage place. The Seller reserves the right to dispose of the interred ashes in accordance with the prevailing PCO if the ashes are left unclaimed for ninety (90) days from 30 June 2047.

5.5 Exercise of Interment Right

When the interment right is exercised to inter the ashes of the dedicated person in the niche, the Purchaser or the person authorized to enforce this Agreement shall provide the Seller with the relevant supporting document(s) reasonably required by the Seller to prove that the ashes belong to the dedicated person such as the Permit to Take Away Cremated Ashes, the Certificate of Cremation or related permits in respect of the dedicated person.

6. Dedicated Person and Authorized Representative(s)

6.1 Dedicated Person

- (a) The Purchaser hereby appoints the Dedicated Person(s) with details as follows:-

Name of the Dedicated Person:

HKID no. of the Dedicated Person:

Relationship with the Purchaser:

- (b) Prior to the exercise of the interment right, the Purchaser may request a change of the name of the Dedicated Person in accordance with the procedures below. **However, once the ash of the Dedicated Person has been interred in the niche, no change of the Dedicated Person will be allowed.**

- (c) Procedures for change of Dedicated Person (if applicable):

The Purchaser shall provide a (14) days' advance written notice to notify the Seller for the change of Dedicated Person. The Purchaser shall provide full particulars of the new Dedicated Person ("**New Dedicated Person**") set out in section 6.1 subparagraph (a) hereinabove.

- (i) For the case where the New Dedicated Person is a relative of the Purchaser (the term "relative" as defined in clause 6(2) Schedule 5 of the PCO), the change will be subject to:

- 1) the Purchaser paying an administrative fee of _____ of the Total Fee to the Seller;
- 2) the Purchaser shall sign an Addendum to this Agreement, which shall form part of this Agreement, with the Seller to change the Dedicated Person; and
- 3) all legal fees, expenses, and stamp duty (if applicable) incurred by the change shall be borne by the Purchaser.

- (ii) For cases other than (i) above, the change of the Dedicated Person will be subject to:

- 1) the Purchaser paying an administrative fee of _____ of the Total Fee to the Seller;
- 2) the Purchaser shall sign an Addendum to this Agreement, which shall form part of this Agreement, with the Seller to change the Dedicated Person; and
- 3) all legal fees, expenses, and stamp duty (if applicable) incurred by the change shall be borne by the Purchaser.

- (iii) For the avoidance of doubt, the change of Dedicated Person will only be effective upon the Purchaser providing full particulars of the New Dedicated

Person and upon satisfying all the conditions in (i) or (ii) hereinabove.

6.2 Authorized Representative(s)

- (a) The Purchaser hereby appoints the Authorized Representative(s) with details as follows:-

Name of the Authorized Representative:

HKID no. of the Authorized Representative:

The abovenamed person is hereby authorized to claim for the return of ashes interred under this Agreement and is an “authorized representative” for the purposes of the PCO. The Purchaser shall furnish a written consent signed by the named authorized representative giving his/her consent to act within 14 days after the signing of the Agreement.

- (b) Procedures for change of Authorized Representative(s) (if applicable):

The Purchaser may replace an authorized representative at any time by giving at least (3) days’ prior written notice of such change to the Seller. The Purchaser agrees that if [any/the] authorized representative ceases to be ready, willing or able to act as the authorized representative, the Purchaser hereby agrees to appoint a replacement authorized representative as soon as practicable. Each such authorized representative shall not be the Seller or an agent of the Seller.

- (c) The change of authorized representative will only be effective upon:

- (i) the Purchaser providing the full particulars of the new authorized representative;
- (ii) the Purchaser paying an administrative fee of _____ of the Total Fee to the Seller; and
- (iii) the Purchaser providing a written consent signed by the new authorized representative giving his/her consent to act.

7. Authorization to Enforce

- (a) [name person], holder of HKID Card. No. [xx] is hereby authorized to enforce this Agreement on behalf of the Purchaser. The Purchaser shall furnish a written consent signed by the named authorized person giving his/her consent to act within 14 days after signing of this Agreement.

- (b) The Purchaser may replace such person at any time by giving at least (3) days' prior written notice of such change to the Seller. The Purchaser agrees that if such authorized person ceases to be ready, willing or able to act as the authorized representative, the Purchaser hereby agrees to appoint a replacement for such authorized person as soon as practicable and in any event within 14 days.
- (c) The change of authorization to enforce will only be effective upon:
 - (i) the Purchaser providing the full particulars of such new authorized person;
 - (ii) the Purchaser paying an administrative fee of _____ of the Total Fee to the Seller; and
 - (iii) the Purchaser providing a written consent signed by the new authorized person giving his/her consent to act.

8. Termination and Suspension

8.1 Rights to Suspend and Terminate

(a) Temporary Suspension

The operation of this Agreement may be temporarily suspended where there is a Force Majeure event.

(b) Termination by Default

- (i) Without prejudice to any other rights or remedies the Seller may have, the Seller may by notice in writing immediately terminate this Agreement in the event that the Purchaser:
 - 1) is in breach/non-observance of any of the House Rules of the Seller (or any revised version as updated from time to time). Should there be any inconsistencies between the provisions of the House Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail. For the avoidance of doubt, it is a material breach of the House Rules to exceed the maximum number of containers of ashes permitted to be interred in the niche;
 - 2) is in breach of any of the terms of this Agreement; and has not remedied such breach within (30) days from written notice thereof from the Seller setting out, in reasonable detail, the alleged breach.
- (ii) Without prejudice to any other rights or remedies the Purchaser may have, the Purchaser may by notice in writing immediately terminate this

Agreement in the event that the Seller becomes insolvent or makes any general composition with its creditors or do any act whereby it shall become subject to the provisions of the insolvency/bankruptcy laws.

8.2 Consequences of Suspension and Termination

(a) Temporary suspension of operation of this Agreement

- (i) The Purchaser acknowledges and agrees that the Seller shall be relieved from the performance of its obligations under this Agreement to the extent that it is impracticable for it to perform. The Purchaser further acknowledges and agrees that he/she has no recourse against the Seller for any claim, losses, damages or other liabilities arising from or as a result of the temporary suspension.
- (ii) The Seller warrants that it shall use its best endeavor to resume the operation of this Agreement as soon as possible.

(b) Upon termination of this Agreement (whether on expiry of the term of the interment right or not)

- (i) The right to inter ashes of the Dedicated Person in the Niche shall cease, and neither the Purchaser nor the Authorized Representative nor any person claiming through the Purchaser may make any claim against the Seller in respect of such termination (save and except the termination was caused by the breach(es) committed by the Seller or any antecedent breach(es) of this Agreement by the Seller). If ashes of the Dedicated Person have been interred in the Niche before the termination occurs, the Purchaser and/or the Authorized Representative shall be under an obligation to retrieve and remove the ashes and the urn / container containing such ashes from the Niche within (14) days after such termination, failing which the interred ashes will be removed from the niche by the Seller to another temporary storage place. The Seller reserves the right to dispose of the interred ashes in accordance with the prevailing PCO if the ashes are left unclaimed for (90) days after termination of this Agreement.
- (ii) Upon termination, the Niche shall be disposed / resold at the sole discretion of the Seller.

9. Rights and Obligations

9.1 Seller's obligations

The Seller shall:

- (a) keep the Columbarium clean and in good repair.
- (b) 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
- (c) ensure that all information, descriptions and statements in respect of the niche provided to the Purchaser are true and correct.

9.2 Purchaser's obligations

The Purchaser shall:

- (a) make all payments due punctually according to this Agreement;
- (b) comply with all traffic management measures and other management measures (e.g. crowd control) implemented by the Seller to ensure the good management of the Columbarium; and
- (c) notify as soon as practicable and in any event within 14 days the Seller of any changes to the [particulars of the Purchaser, the dedicated person, the authorized representative(s) and the authorized person for enforcing this Agreement provided to the Seller]. [The Purchaser has the right to access the recorded information and update the relevant information upon production of documentary proof.]
- (d) keep the Seller informed if there is any change of contact details of the Purchaser such as correspondence address, contact telephone number, e-mail address etc.

10. Recommendations to the Purchaser

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

11. Cancellation and Refunds

- 11.1 The Purchaser may cancel this Agreement at any time by giving the Seller a written notice of cancellation effective forthwith if:

(a) the Seller is not entitled to sell the interment right in the niche where:

- (i) the Columbarium is held directly from the Government under a lease and the interment right in respect of the Columbarium is for a term that extends beyond the term of the lease;
- (ii) the Columbarium is occupied under a short term tenancy granted by the Government and sale of the interment right in respect of the Columbarium otherwise than for payment payable on the same periodic basis as that for the payment of rent for the short term tenancy; or
- (iii) the Columbarium is occupied under a tenancy by an agreement entered into between private parties for the letting or leasing of the Columbarium and the interment right in respect of the Columbarium is for a term that extends beyond the term of the tenancy;

(b) this Agreement is not enforceable against the Purchaser where:

- (i) the Seller does not hold a licence in respect of the Columbarium at the time when this Agreement is entered into;
- (ii) the licence is not in force at the time of enforcing this Agreement; or
- (iii) this Agreement does not set out, in clear language:
 - 1) the information and recommendations prescribed in Part 1 of Schedule 4 to the PCO; and
 - 2) the essential terms prescribed in Part 2 of that Schedule.

11.2 The Purchaser may cancel this Agreement within (6) months after the date of this Agreement by giving the Seller a written notice of cancellation effective forthwith if:

- (a) this Agreement does not set out the Purchaser's cancellation rights under section 50 of the PCO;
- (b) this Agreement does not include a term on whether and, if so, on what conditions the Purchaser's cancellation rights under section 50 of PCO may be exercised after the interment right has been exercised;
- (c) before the Purchaser entered into this Agreement, the Seller has not explained to the Purchaser the information, recommendations and essential terms as set out in this Agreement;
- (d) the Seller has not obtained the Purchaser's acknowledgement in writing that the

explanation referred to in Clause [11.2(c)] above was given to the Purchaser; or

- (e) the Seller has not delivered to the Purchaser 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 Purchaser;
 - (ii) by registered post to the Purchaser; or
 - (iii) in any other manner if receipt of the copy by the Purchaser can be proved;
or
- (f) any other requirements specified by the Private Columbaria Licensing Board are not met.

- 11.3 If the interment right has been exercised, the Purchaser's right to cancel this Agreement under Clauses 11.1 and 11.2 above, shall be subject to the following:

The Purchaser shall be entitled to a partial refund of money paid for the remaining duration of this Agreement under the formula set out in Clause 11.4 below.

- 11.4 The Seller must, within (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. If the interment right has been exercised, the amount of money that should be refunded will be calculated according to the following formula:

$$\text{Amount of refund} = \frac{(\text{Total Fee}) \times (\text{Remaining duration of this Agreement})}{(\text{Total duration of this Agreement})}$$

- 11.5 In case of the Government refuses to grant the renewal term for the Short Term Tenancy and Short Term Waiver to the Seller until 30 June, 2047 or earlier, the Seller must, within (30) days refund all money received under this Agreement, the amount of money that should be refunded will be calculated according to the following formula:

$$\text{Amount of refund} = \frac{(\text{Total Fee}) \times (\text{From Date of Termination or Ash Removal until the expiry date of the Short Term Tenancy and Short Term Waiver})}{\text{From cessation of Agreement up to the expiry date of the Short Term Tenancy and Short Term Waiver}}$$

- 11.6 Notwithstanding the Purchaser'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 Purchaser under this Agreement or the law in respect of any breach

whatsoever of this Agreement by the Seller or arising from deaths or injuries caused by the negligence or other fault of the Seller, its/her/his staff or agent(s).

12. Cooling-off Period

- 12.1 The Purchaser may cancel this Agreement within (14) days from the date of this Agreement by giving the Seller a written notice of cancellation effective forthwith without having to pay any unpaid fees or incurring any liability in respect of this Agreement.
- 12.2 The Seller shall, within (30) days from the issue of a written notice by the Purchaser pursuant to Clause 12.1, refund all money received under this Agreement.
- 12.3 If the interment right has been exercised, Clauses 12.1 and 12.2 shall not apply and the Purchaser may not cancel this Agreement nor entitle refund of money by relying on Clauses 12.1 and 12.2.

13. Protection of Personal Data

The Seller shall comply with all laws and regulations relating to the protection of personal data, and shall keep confidential the personal data of the Purchaser.

The Seller shall strictly comply with the requirements laid down under the Personal Data (Privacy) Ordinance, Cap.486, Laws of Hong Kong (the “PDPO”) in relation to data privacy protection in collecting, using, processing, handling and/or transferring of any of the personal data with the meaning prescribed under the PDPO.

14. Transfer/Succession

14.1 Transfer

- (a) **Prior to the exercise of the interment right**, the Purchaser may assign or transfer his/her rights under this Agreement to a new Purchaser (“**New Purchaser**”) subject to the Seller’s prior consent and the following requirements:
- (i) the Purchaser pays an administrative fee of _____ of the Total Fee to the Seller;
 - (ii) the Purchaser shall procure the New Purchaser to enter into a Novation Agreement with the Seller, in which,
 - 1) the Purchaser shall transfer all its rights and obligations under this Agreement to the New Purchaser;

- 2) the New Purchaser shall assume all the obligations and liabilities of the Purchaser under this Agreement, whether arising prior to, on or after the novation date, as if it had been a party to this Agreement in place of the Purchaser at all times;
- (iii) all legal fees, expenses, and stamp duty (if applicable) incurred by the transfer shall be borne by the Purchaser.
- (b) The transfer or assignment shall only be effective upon satisfaction of all the above requirements. The New Purchaser shall be entitled to change the Dedicated Person, authorized representative and authorization to enforce in accordance with the requirements stated in Clauses 6 & 7 above.

14.2 Succession

This Agreement shall ensure to the benefit of and be binding on the successors or personal representatives of the Purchaser upon payment of an administrative charge of _____ of the Total Fee to the Seller.

15. Variation

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.

16. Governing-law and Jurisdiction

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.

17. Notices

A notice, demand, consent, approval, waiver or communication under this Agreement (“**Notice**”) shall be:-

- (a) in writing and signed by the sender or a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient’s address/facsimile number for Notices specified below, as varied by any Notice given by the recipient to the sender and the parties shall be deemed to have received the same:

Seller

Address:

Facsimile: [fax number]

Attention: [name], [title]

Purchaser

Address:

Facsimile: [fax number]

Attention: [name], [title]

(c) A Notice given in accordance with above shall be deemed to have been received:

- (i) if hand delivered, on delivery; or
- (ii) if sent by prepaid post, on the second Working Day after the date of posting (or on the seventh Working Day after the date of posting if posted to or from a place outside Hong Kong); or
- (iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within one (1) Working Day after the transmission, the recipient informs the sender that it has not received the entire Notice; and
- (iv) if the delivery, receipt or transmission is not on a Working Day or is after 5:00 p.m. on a Working Day, the Notice is taken to be received at 9:00 a.m. on the following Working Day.

18. Entire Agreement

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.

19. Contracts (Rights Of Third Parties) Ordinance

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).

Signatures

Signed by the Purchaser : _____

Name of the Purchaser: _____

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

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

Date: _____

Signed by the Seller: _____ (Signed by the Seller's representative
authorized to sign the Agreement if the
Seller is a body corporate or partnership)

Name of the Seller: _____

Name and Hong Kong Identity Card Number of the Seller's representative authorized to
sign the Agreement: _____(If the Seller is a body corporate or
partnership)

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

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

Date:_____

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

Confirmation of explanation of this Agreement to the Purchaser

The Purchaser confirms that prior to the signing of this Agreement, the Seller has explained to the Purchaser the information, recommendations and essential terms set out in this Agreement.

Signed by the Purchaser: _____

Name of the Purchaser: _____

Date: _____

**Statement on Collection of Personal Data in Connection with Agreement for the Sale of
Interment Right and Provision of Related Services in respect of a Niche
(in accordance with the requirements under the Personal Data (Privacy) Ordinance (Cap.486))**

(1) Purposes of Data Collection

The personal data provided by the purchaser, including but not limited to those belonging to the purchaser, dedicated person, authorized representative and authorized person, in this agreement for the sale of interment right and provision of related services in respect of a niche (the “**Agreement**”) will be used by the seller 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).

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

(2) Class of Transferees

The personal data provided in the Agreement, including but not limited to those belonging to the purchaser, 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.

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

The purchaser 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 post title of the person assigned by the seller*] at [*the address of the person assigned by the seller*] and [*the email of the person assigned by the seller*].

Agreement No. _____

Payment Schedule

Fixed lump sum payable for interment right in the niche (\$_____) and management services (\$_____):

Total \$_____ (“Fixed Lump Sum”)

Instalment No.	Period to which Instalment relates	Amount (HK\$) (Percentage of the Fixed Lump Sum)	Deadline for payment
1.	Upon signing of agreement	HK\$_____ (14.3%)	Upon signing of agreement
*2.	year 2	HK\$_____ (14.3%)	7 January of year 2
*3.	year 3	HK\$_____ (14.3%)	7 January of year 3
*4.	year 4	HK\$_____ (14.3%)	7 January of year 4
*5.	year 5	HK\$_____ (14.3%)	7 January of year 5
*6.	year 6	HK\$_____ (14.3%)	7 January of year 6
*7.	year 7	HK\$_____ (14.2%)	7 January of year 7

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

Location Map of the Niche

Wan Fau Sin Koon

Location of niche :

Columbarium Building _____ Hall

/ Wall _____ / Row _____ /

Serial No. _____

