

Hong Kong Housing Society
T-Home

“Letting Scheme for Subsidised Sale Developments with Premium Unpaid”

香港房屋協會

暫租住屋

「未補價資助出售房屋-出租計劃」

Prescribed Licence Agreement
標準許可協議

Version No. 版本編號 LA003

To be signed by Tenant Certificate Holder and
HKCSS Group

由租證持有人與社聯組合簽訂

Tenant Certificate Holder and HKCSS Group should post the duly completed “Notice of Execution of the Tenancy Agreement/Licence Agreement” to Applications Section of Hong Kong Housing Society or submit online within 2 weeks from the signing of the licence agreement. Please specify the version number of the prescribed licence agreement as LA003 in the designated field of the notice.

租證持有人及社聯組合須於簽訂許可協議日期起計 2 星期內 填妥「已簽訂租約/許可協議通知書」，並寄回香港房屋協會申請組或於網上遞交。請在該通知書之指定欄位內列明本標準許可協議版本編號為 LA003。

*Chinese translation is for reference only, the English version of this

Agreement shall prevail*

中文譯本只供參考，本協議以英文版本為準

THIS LICENCE AGREEMENT is made the _____ day of _____ Two
Thousand and _____
本許可協議 於 20 年 月 日訂立

BETWEEN

由下列各方訂立：-

- (1) _____ whose registered office is situate at _____ (hereinafter called “**the Licensor**”) of the first part;
第 一 方 為 _____ ， 其 地 址 為 _____ (以下稱為「許可人」)；
- (2) The person or persons more particularly described in **Part I of the Schedule** hereto (hereinafter called “**the Licensee**”) of the second part; and
第二方為本協議附表**第 1 部分**所述的所有人士（以下稱為「使用人」）；及
- (3) **THE HONG KONG COUNCIL OF SOCIAL SERVICE** whose registered office is situated at 11th -13th Floor, Duke of Windsor Social Service Building, 15 Hennessy Road, Wanchai, Hong Kong (hereinafter called “**HKCSS**”) of the third part.
第三方為**香港社會服務聯會**，其地址為香港灣仔軒尼詩道 15 號溫莎公爵社會服務大廈 11-13 樓（以下稱為「社聯」）。

WHEREAS:-

鑑於：-

- (A) Pursuant to a tenancy agreement dated _____ made between _____ as landlord of the one part and HKCSS as tenant of the other part (hereinafter called “**the Head Lease**”), all that Property more particularly described under **Part IIA of the Schedule** hereto (hereinafter called “**the Property**”) was demised to HKCSS for the term of _____ years commencing from _____ and expiring on _____ (both days inclusive) for the purpose of the Community Housing Movement (hereinafter called “**the Movement**”) at the rent and on the terms and conditions therein mentioned. A copy of the Head Lease is provided to and received by the Licensor and further annexed as **Annexure 1** hereto.
根據 _____ 一方作為業主與社聯另一方作為租客於日期 _____ 所簽訂的租賃協議（以下稱為「原租約」），本協議附表**第 2A 部分**所述的物業（以下稱為「該物業」）於 _____ 年 _____ 月 _____ 日起至 _____ 年 _____ 月 _____ 日（包括首尾兩日）之 _____ 年期間以當中所載之租金和條款及條件出租予社聯，以用於社會房屋共享計劃中（以下稱為「計劃」）。原租約的副本（即本協議**附件 1**）已提供給許可人並由其接收。
- (B) The Licensor is an approved operator under an operation agreement dated _____ made with HKCSS (hereinafter called “**the Operation**”)

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Agreement”) to participate in the Movement, including among other things, to allocate and license [the room(s) or unit(s) as described under **Part IIB of the Schedule** hereto forming part of the Property (hereinafter called “**the Room**”) / the Property] to the Licensee being the eligible individuals or families under the Movement subject to the terms and conditions herein set out.

根據日期為_____與社聯簽訂的營運協議（以下稱為「**營運協議**」），許可人是經批准參與計劃的營運者，可將[本協議附表**第 2B 部分**所述、屬該物業一部分的房間或單位（以下稱為「**該房間**」）/ 該物業]分配予計劃中合資格的個人或家庭使用者，並許可他們根據本協議之條款及條件使用[該房間/該物業]。

- (C) HKCSS joins in as one of the signatory and party to this Agreement in licensing the [Room/Property] to the Licensor and giving consent to the Licensor to licence the [Room/Property] to the Licensee under the terms and conditions of this Agreement. The obligations and liabilities of both the Licensor and the Licensee as herein mentioned.

社聯加入本協議作為當中的簽署方和合約方之一，以根據本協議條款及條件將[該房間/該物業]予以許可人使用及批准許可人將[該房間/該物業]予以使用人使用。許可人和使用人的義務和責任亦於本協議陳述。

- (D) It is an intention of the parties to enter into this Agreement for the purpose of setting out (1) the obligations and liabilities of the parties; and (2) the covenants and undertakings made in favour of HKCSS by the Licensor and the Licensee jointly and respectively.

各方同意簽訂本協議以確立 (1)各方的義務和責任;及 (2)許可人及使用人共同及分別與社聯作出的契諾及承諾。

WHEREBY IT IS HEREBY AGREED as follows:-

現各方達成協議如下：-

1. [THE ROOM/THE PROPERTY]

[房間/物業]

- 1.1 HKCSS licenses and the Licensor takes the [Room/Property] together with the use and enjoyment in common with HKCSS and all other occupants and others having a like right of the other units, rooms, open areas, hallways, entrances, passages, lavatories, kitchens, corridors, staircases within, outside or leading to the Property and the lifts and/or escalators and/or air-conditioning and/or the drains and/or pipes serving the Property for the period set out in **Part III of the Schedule** hereto (hereinafter called "**the Licensor's Licence Period**") determinable as hereinafter mentioned.

於本協議附表**第 3 部分**所述的期間（以下稱為「**許可人許可期**」）內，社聯許可許可人使用[該房間/該物業]並享用所有由社聯、其他佔有人和其他有權使用的人所共同享有及使用的其他單位、房間、開放區域、走廊、出入口、通道、廁所、廚房、走廊、樓內、室外或通往樓宇的樓梯，以及升降機及/或自動梯及/或空調及/或排水渠。

- 1.2 Immediately after HKCSS has licensed and the Licensor has taken the [Room/Property] pursuant to clause 1.1. above, the Licensor licenses and the Licensee takes the [Room/Property] together with the use and enjoyment in common with HKCSS and the Licensor and all other occupants and others having a like right of the other units, rooms, open areas, hallways, entrances, passages, lavatories, kitchens, corridors, staircases within, outside or leading to the Property and the lifts and/or escalators and/or air-conditioning and/or the drains and/or pipes serving the Property for the period set out in **Part III of the Schedule** hereto (hereinafter called "**the Licensee's Licence Period**") determinable as hereinafter mentioned.

緊隨社聯許可，許可人根據上文第 1.1 條使用[該房間/該物業]，許可人許可使用人於本協議附表第 3 部分所述的期間（以下稱為「使用人許可期」）內，使用[該房間/該物業]並享用所有由社聯、許可人、其他佔有人和其他有權使用的人所共同享有及使用的其他單位、房間、開放區域、走廊、出入口、通道、廁所、廚房、走廊、樓內、室外或通往樓宇的樓梯，以及升降機及/或自動梯及/或空調及/或排水渠。

- 1.3 The expression “the [Room/Property]” hereby licensed to the Licensee shall include all the provisions, fixtures and fittings of every kind that are from time to time in or on [the Room and/or] the Property (whether originally fixed or fastened to or on [the Room and/or] the Property or otherwise) (if any).

於本協議使用人許可使用的「[該房間/該物業]」一詞，應包括所有不時在[該房間及/或]該物業內所提供的固定裝置及設備（不論是否原先固定在[該房間及/或]該物業）（如有）。

2. THE LICENCE FEE AND OTHER CHARGES

許可費及其他費用

- 2.1 The Licensor shall pay to HKCSS a monthly licence fee for the [Room/Property] for the Licensor's Licence Period in accordance with the terms and conditions of the Operation Agreement.

於許可人許可期內，許可人須每月按營運協議的條款和條件向社聯支付[該房間/該物業]的許可費。

- 2.2 The monthly licence fee for the [Room/Property] for the Licensee's Licence Period shall be the amount more particularly set out in **Part IV of the Schedule** hereto (hereinafter called the “**the Licensee's Licence Fee**”) which shall be payable by the Licensee to the Licensor exclusive of other outgoings in advance on the first day of each calendar month without any deduction or set off whatsoever the first and last of such payments to be apportioned according to the number of days in the month included in the Licensee's Licence Period.

[該房間/該物業]於使用人許可期的每月許可費為本協議附表第 4 部分所述的金額（以下稱為「使用人許可費」），須由使用人在每個月的第一天上期支付予許可人，或根據許可期所包括的月份日數計出首次和最後一筆之付款

，惟並不包括其他支出，亦不可作出任何扣減或抵銷。

- 2.3 The Licensor shall be entitled from time to time to review the amount of the Licensee's Licence Fee and, subject to the written approval of HKCSS, adjust the amount of the Licensee's Licence Fee payable by the Licensee in the forthcoming month with reference to the prevailing maximum rent allowance under the Comprehensive Social Security Assistance Scheme, the then total income of the Licensee and the Occupants (as defined in clause 5.4 hereunder) such other factors as the Licensor shall consider relevant.

許可人有權隨時審視使用人許可費的金額，並於取得社聯書面批准的情況下，於參考屆時綜合社會保障援助(綜援)計劃下的最高租金津貼、使用人及居住者(如下文第 5.4 條所界定)入息及許可人認為有關的其他因素後，調整下一個月須由使用人支付的使用人許可費之金額。

- 2.4 The Licensee shall pay all charges in respect of gas, water, electricity, air-conditioning and telecommunication as may be shown by bills rendered to the Licensee by the Licensor from time to time.

使用人須根據許可人不時向使用人發出的賬單支付所有煤氣，水，電，空調，電訊的費用。

3. THE DEPOSIT

保證金

- 3.1 The Licensee shall before occupying the [Room/Property] deposit with the Licensor the sum more particularly set out in **Part V of the Schedule** hereto (hereinafter called "**the Deposit**") to secure due performance and observance by the Licensee of the agreements, stipulations, terms and conditions herein contained and on the part of the Licensee to be observed and performed. The Deposit shall be retained by the Licensor throughout the Licensee's Licence Period free of any interest to the Licensee with the right of the Licensor to deduct therefrom the amount of any Licensee's Licence Fee and other charges payable hereunder and any costs, expenses, loss or damage sustained by the Licensor and/or HKCSS as a result of any non-performance or non-observance by the Licensee of any of the agreement, stipulations, obligations or conditions contained herein.

使用人須在入住[該房間/該物業]之前或當日，向許可人支付在本協議附表第 5 部分中詳細列明的金額（以下稱為「保證金」），以確保使用人將履行、執行並遵守本協議中所規定的條款和條件。許可人在使用人許可期內須保留保證金（不包括利息），惟許可人有權從中扣除任何拖欠的使用人許可費費用和其他因使用人不履行或不遵守本協議所規定的義務或條件而導致許可人及/或社聯須承擔的任何費用、支出、損失或賠償。

- 3.2 In the event of any deduction being made by the Licensor from the Deposit in accordance herewith during the Licensee's Licence Period, the Licensee shall

forthwith on demand by the Licensor make a further deposit equal to the amount so deducted and failure by the Licensee so to do shall entitle the Licensor forthwith to determine this Agreement.

如果許可人在使用人許可期間根據本協議從保證金中扣除任何款項，使用人須立即按照許可人的要求再次支付相當於被扣除的金額。許可人有權因使用人未能根據此條例支付相關金額而立即終止本協議。

- 3.3 Subject as aforesaid the Deposit shall be refunded to the Licensee without interest within twenty-eight (28) days after the expiration or sooner determination of this Agreement and the Licensee has vacated and left the [Room/Property] and after settlement of the last outstanding claim by the Licensor and/or HKCSS against the Licensee for any arrears of Licensee's Licence Fee and other charges and for any breach, non-performance or non-observance by the Licensee of any of the agreement, stipulations, obligations or conditions contained herein, whichever shall be the later.

受上文所述規限，保證金須於本協議屆滿或提前終止後，並由使用人將[該房間/該物業]騰空及離開後之 28 天內，並由使用人清繳最後一筆拖欠的使用人許可費和其他費用，或使用人因違反、不履行或不遵守任何本協議所規定的義務或條件而須向許可人及/或社聯繳付的賠償後，以較遲者為準，由許可人無息退還予使用人。

4. THE CERTIFICATES

證書

- 4.1 HKCSS hereby confirms, declares and undertakes that it has obtained and is holding a valid "Certificate of Participation-Organization" issued by the Hong Kong Housing Society ("HKHS") ("**Organization Certificate**"). HKCSS shall throughout the Licensor's Licence Period maintain its validity and observe and perform all the terms and conditions therein contained.

社聯特此確認、聲明及承諾他已獲得並持有香港房屋協會(下稱「房協」)簽發的有效「參與計劃證明書-機構」(下稱「**機構證書**」)。社聯須在許可人許可期內保持機構證書有效，並遵守及履行其獲簽發機構證書之所有條款及條件。

- 4.2 The Licensee hereby confirms, declares and undertakes that he has obtained and is holding a valid "Certificate of Participation-Tenant" issued by the HKHS ("**Tenant Certificate**"). The Licensee shall throughout the Licensee's Licence Period maintain its validity and observe and perform all the terms and conditions therein contained.

使用人特此確認、聲明及承諾他已獲得並持有房協簽發的有效「參與計劃證明書-租客」(下稱「**租客證書**」)。使用人須在使用人許可期內保持租客證書有效，並遵守及履行其獲簽發租客證書之所有條款及條件。

- 4.3 If the property is a subsidized sale flat of the Hong Kong Housing Authority ("HKHA"), HKCSS hereby confirms and declares that it has obtained a Nomination Certificate from HKHA for the renting of the Property before the signing of the Head Lease. HKCSS shall throughout the Licensor's Licence Period maintain the validity of the Nomination Certificate and shall observe and perform all the terms and conditions therein contained.

若該物業屬於香港房屋委員會(下稱「房委會」)的資助出售單位，社聯特此確認及聲明在簽署原租約前已獲房委會就租用該物業簽發的提名證書。社聯須在該許可人許可期內保持其提名證書有效，並遵守及履行其所載之所有條款及條件。

- 4.3.1 If the Organization Certificate is revoked during the Licensor's Licence Period, any party shall be entitled to terminate this Agreement by serving a two (2) months' written notice on the others. Upon the expiration of such notice, this Agreement shall cease and be determined and no party shall be required to make any compensation to the others but without prejudice to the rights and remedies of any party against the others in respect of any antecedent breach of agreements, terms and conditions herein contained.

倘機構證書在許可人許可期內被撤銷，任何一方有權向另一方發出兩(2)個月的書面通知終止本協議。在該通知期屆滿後，本協議即完結及終止，任何一方均不需要向另一方作出任何補償，但任何一方就另一方任何先前違反本協議下之協議、條款及條件之訴訟及索償權利則不受影響。

- 4.3.2 If the Tenant Certificate is revoked during the Licensee's Licence Period, HKCSS shall be entitled to revoke the licence of the [Room/Property] to the Licensor and the Licensor shall immediately thereafter revoke the licence of the [Room/Property] to the Licensee and serve a two (2) months' written notice on the Licensee. Upon the expiration of such notice, this Agreement shall cease and be determined and neither party shall be required to make any compensation to the other party but without prejudice to the rights and remedies of any party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.

倘租客證書在使用人許可期內被撤銷，社聯有權撤銷予許可人使用[該房間/該物業]的許可，許可人須隨即撤銷予使用人使用[該房間/該物業]的許可，且向使用人發出兩(2)個月的書面通知以終止本協議。在該通知期屆滿後，本協議即完結及終止，任何一方均不需要向另一方作出任何補償，但任何一方就另一方任何先前違反本協議下之協議、條款及條件之訴訟及索償權利則不受影響。

5. THE LICENSOR AND THE LICENSEE AGREES AND COVENANTS WITH HKCSS

許可人及使用人同意及與社聯承諾：

- 5.1 The Licensor and the Licensee shall perform, fulfill, observe and comply with and to be bound by the agreements, stipulations, conditions and covenants contained in the Head Lease in so far as they are applicable to the Property and/or the Room which was licensed by HKCSS to the Licensor and subsequently by the Licensor to the Licensee to use and occupy as if such agreements, stipulations, conditions and covenants were repeated herein verbatim in so far as they are applicable. In case of conflict between any agreements, stipulations, conditions and covenants contained in the Head Lease and that in this Agreement, the agreements, stipulations, conditions and covenants in the Head Lease shall prevail.

許可人及使用人須履行、符合、遵守、遵循及受約束於原租約所載，並且適用於該物業及／或房間由社聯予以許可人及之後由許可人予以使用人獲特許使用及佔用該物業的範圍的協議、規定、條件及契諾，猶如本協議已逐字重複該等協議、規定、條件及契諾一樣（在適用的範圍內）。假如原租約所載的任何協議、規定、條件及契諾與本協議中的協議、規定、條件及契諾有任何抵觸，應以原租約中的協議、規定、條件及契諾為準。

- 5.2 The Licensor and the Licensee expressly agree and acknowledge that the licence hereby created is subject to the observance and performance by the Licensor and the Licensee of all such obligations and restrictions on the part of HKCSS as are contained in the Head Lease (other than payment of rent therein mentioned) in so far as the same are applicable to the Property and/or the Room which was licensed by HKCSS to the Licensor and subsequently by the Licensor to the Licensee to use and occupy the Property. The Licensor and the Licensee hereby expressly agree to be fully liable and responsible for all the acts, deeds and due observance and performance by the Licensee of all terms, covenants and conditions under the Head Lease up to the aforesaid extent and this Agreement, and the Licensee shall indemnify and keep the Licensor fully indemnified and the Licensor shall indemnify and keep HKCSS fully indemnified against all losses, costs, claims, damages, proceedings and expenses as a result of any breach, non-performance or non-observance by the Licensee and the Licensor of any of the aforesaid agreement, stipulations, obligations or conditions contained herein or in the Head Lease.

許可人及使用人明確同意及承認，本協議所授予的許可，前提是許可人及使用人遵守及履行原租約所載社聯就適用於該物業及／或房間社聯予以許可人獲特許以及其後許可人予以使用人獲特許使用及佔用的（有關交租責任除外）所有責任及限制。許可人及使用人謹此明確同意，為使用人的所有行動、行為及妥為遵守和履行原租約及本協議下的所有條款、契諾及條件（以上述範圍為限）完全承擔法律責任及負責，並須就由於許可人及／或使用人違反、不履行或不遵守本協議或原租約所載的上述任何協議、

規定、責任或條件而引起社聯及使用人的所有損失、費用、申索、損害賠償、法律程序及開支，使用人向許可人及許可人向社聯作出彌償及確保他們獲全額彌償。

- 5.3 The Licensor or the Licensee shall not commence or conduct any works for the partitioning or sub-division of the Property into various rooms or units or erection of corridor (if any) or any variation or alteration to the electrical/mechanical installation and provisions, fixtures and fittings or the existing decoration installed at the Property (hereinafter called “**the technical works**”) without the prior written approval of HKCSS. For the avoidance of doubt, the Licensee shall upon expiration of the Licensee's Licence Period or early determination of this Agreement reinstate, to the satisfaction of HKCSS and/or the Licensor (as the case may be), [the Room and] the Property] [as the case may be] to such condition as if the technical works have not been conducted, regardless of whether or not such reinstatement obligation is or will be assumed by the Licensee or the Licensor.

未經社聯事先書面批准，許可人及使用人不得進行將該物業劃分或細分為不同的房間或單元或安裝走廊（如有）或電氣/機械裝置和設備的任何變更或改動以及固定裝置及設備或現有裝飾的工程（以下稱為「**技術工程**」）。為避免存疑，使用人須在使用人許可期屆滿或本協議提早終止時復原[該房間及]該物業]至技術工程還未進行的狀況(至社聯及/或許可人（視屬何情況而定）滿意為止），無論此恢復義務是否由使用人或許可人承擔。

- 5.4 The Licensee agrees and acknowledges that this Agreement and the licence hereby created shall be personal to the Licensee and undertakes that he will not assign, underlet or otherwise part with possession of the [Room/Property] or any part thereof in any way whether by way of underletting, lending, sharing or other means irrespective of whether any rental or other consideration is given for such use or possession of the [Room/Property] and in the event of any such transfer, sharing or parting with the possession of the [Room/Property] (whether for monetary consideration or not) this Agreement shall absolutely be determined and the Licensee and the Occupants (as hereinafter defined) shall forthwith vacate and leave the [Room/Property]. Without prejudice to the aforesaid, the Licensee is allowed to share occupation of the [Room/Property] with (and only with) those occupants whose particulars are specifically set out in **Part VI of the Schedule** to this Agreement (hereinafter collectively called “**the Occupants**”).

使用人同意及認知本協議和此許可只適用於使用人，並承諾其將不會以任何方式轉讓、分租或以其他方式放棄[該房間/該物業]或其任何部份的佔有權，無論是通過分租、借用、分享還是以其他方式轉租[該房間/該物業]，而不論有否收取任何租金或其他代價，一旦出現任何此類轉移、分享、或放棄[該房間/該物業]的佔有權（無論有否金錢代價），本協議將被終止，而使用人及居住者（定義如下）須立即騰空及離開[該房間/該物業]。在不影響此前述條文之法律效力下，使用人可與(並只能夠與)本協議附表第 6 部分所述的居住者(以下統稱「**居住者**」)共同使用[該房間/該物業]。

- 5.5. (a) The Licensee agrees and acknowledges that the licence under this Agreement was granted to the Licensee on condition that, as at the date of signing of this Agreement, the Licensee has not been allocated with public housing or in any way, directly or indirectly, own any domestic property in Hong Kong. If the Licensee was found to have been allocated with public housing or in any way, directly or indirectly, own any domestic property in Hong Kong on or before signing of this Agreement, this Agreement will be determined forthwith.

使用人同意及確認，本協議所授予使用人的許可，前提是使用人於簽訂本協議之日，使用人並沒有被分配公共房屋或以任何形式、直接或間接擁有任何香港住宅物業。如使用人被發現使用人於簽訂本協議之日或之前已被分配公共房屋或以任何形式、直接或間接擁有任何香港住宅物業，本協議將立即終止。

- (b) The Licensee agrees that if, during the Licensee's Licence Period, the Licensee shall have been allocated with public housing or the Licensee shall, in any way whatsoever, directly or indirectly owned domestic property in Hong Kong, the Licensee shall inform HKCSS and the Licensor in writing within 14 days and in such circumstances HKCSS and the Licensor or the Licensee may terminate this Agreement by giving two (2) months' written notice to the other relevant party.

使用人同意如在使用人許可期內，假如使用人被分配公共房屋，或使用人以任何形式、直接或間接擁有任何香港住宅物業，使用人須於 14 日內以書面方式通知社聯及許可人，而於上述情況下，社聯及許可人或使用人可給予其他相關一方兩(2)個月書面通知以終止本協議。

- 5.6 The Licensor and the Licensee agree and undertake that they will not do or permit to do or suffer or permit to be done or omit to be done any act, deed, matter or thing which may render or may have the effect of rendering HKCSS to be in breach of any of the provisions of the Head Lease and that the Licensor shall indemnify HKCSS and the Licensee shall indemnify the Licensor from and against all claims, demand, actions, legal proceedings, losses, damages, costs and expenses which HKCSS may sustain, incur or suffer or which may be brought or made against HKCSS as a result of or by reason of a breach of this Clause by the Licensor and/or the Licensee.

許可人及使用人同意並承諾，其將不會作出或允許或忽略任何行為、行動、事項或事情，其結果可能會導致社聯違反原租約條款中的任何規定，並且許可人會彌償社聯而使用人會彌償許可人因許可人及／或使用人違反本協議的此條款因而承受、招致或遭受之所有索賠、追討、訴訟、法律程序、損失、賠償、費用及支出。

- 5.7 The Licensor and the Licensee expressly agree and covenant to observe and/or perform all agreements, stipulations, terms and conditions to be observed and/or performed by HKCSS (in its capacity as tenant) under the terms of the Head Lease in so far as the same are applicable to the Property and/or the Room which was licensed by HKCSS to the Licensor and subsequently by the Licensor to the Licensee to use and occupy the Property throughout the Licensor's Licence Period and the Licensee's Licence Period hereby created.

許可人及使用人明確同意及契諾，在本協議設立的許可期內，遵守及／或履行社聯（以承租人身份）根據原租約應遵守及／或履行的適用於該物業及／或房間社聯予以使用人獲特許以及其後許可人予以使用人獲特許使用及佔用須遵守及履行的所有有關協議、規定、條款及條件。

- 5.8 The Licensee shall fully and effectually indemnify the Licensor and the Licensor shall fully and effectually indemnify HKCSS from and against all claims and demands made against the Licensor and/or HKCSS by any person in respect of any loss, damage or injury caused by or through or in any way owing to the overflow of water or the escape of fumes, smoke, fire or any other substance or thing originating from the [Room/Property] or to the negligence or default of the Licensor and/or Licensee or any servant, agent, guest, visitor or contractor of the Licensee or of the Occupants or to the defective or damaged condition of the interior of the [Room/Property] or any fixtures, fittings and Furniture and Appliances (as defined in clause 9.1) for the repair of which the Licensee is responsible hereunder and against all costs and expenses incurred by the Licensor and/or HKCSS in respect of any such claim or demand.

任何人就源自[該房間/該物業]的溢水或氣體、煙霧、火或任何其他物質或東西逸出，或因許可人及/或使用人或居住者之任何僱員、代理人、客人、訪客或承包商的疏忽或違約，或因使用人在本協議下須負責的該[房間/物業]內部或任何固定裝置，設備及傢俱和電器(如下文第 9.1 條所界定的)的缺陷或損壞情況，而引致或導致或以任何方式造成的任何人身或財產損失或損害向許可人及/或社聯提出的所有索償及要求，及就許可人及/或社聯因任何此等索償或要求所產生的所有費用及開支，使用人須完全及有效地向許可人及許可人向社聯作出彌償。

- 5.9 Without limiting the generality of the foregoing, the Licensee hereby covenants with the Licensor and HKCSS :-

在不局限於上述一般性原則下，使用人向許可人及社聯作出以下承諾：-

5.9.1 To use the [Room/Property] as a private residence only;
使用人只可將[該房間/該物業]用作私人居住用途;

5.9.2 To keep the interior of [the Room and] the Property in good tenantable repair and condition (fair wear and tear excepted);
使用人須保持[該房間及]該物業內部的維修狀態良好（自然損耗除外）；

- 5.9.3 To use in a proper and careful manner those fixtures, fittings and Furniture and Appliances (as defined in clause 9.1) of [the Room and] the Property as well as the sewers and drains serving [the Room and] the Property and to pay the Licensor on demand the cost incurred in repair or replacement of any of these items arising otherwise than through fair wear and tear and the cost of clearing any drains or sewers choked or stopped up by reason of careless, negligent or reckless use by the Licensee;
使用人須適當及小心使用[該房間及]該物業之固定裝置，設備及傢俱和電器(如下文第 9.1 條所界定的)、供[該房間及]該物業使用之污水渠、排水道等。上述任何一項物件損壞時(正常損耗者除外)，許可人可向使用人收取修理費用或更換費用。如使用人因不慎、疏忽或魯莽使用而導致污水渠或排水道淤塞，使用人須向許可人支付疏導之費用;
- 5.9.4 Not to impede and shall allow HKCSS, the Licensor and their authorised persons to enter [the Room and] the Property at all reasonable times upon prior notice (save for emergency situation) to carry out any necessary inspection, repairs or for any other purposes, including using [the Room and] the Property for co-housing activities;
使用人不得阻撓及須容許社聯、許可人及獲授權人士在給予事先通知(緊急情況除外)後，於任何合理時間進入[該房間及]該物業，以進行必要的檢查、維修或其他目的，包括使用[該房間及]該物業舉辦與共享房屋有關之活動;
- 5.9.5 To vacate and leave the [Room/Property] to the Licensor at the expiration or sooner determination of this Agreement in strict accordance with the provisions as contained in the Head Lease and to return all the keys and any replica to the Licensor forthwith;
在本協議屆滿或提前終止時，使用人並須立即遵照原租約規定的狀態騰空及離開[該房間/該物業]予許可人，並須立即將所有鑰匙及其複製交還予許可人;
- 5.9.6 Not to use [the Room or] the Property or any part thereof or permit or suffer the same to be used for any improper, illegal or immoral purposes;
使用人不得使用或容許他人使用[該房間及]該物業或其任何部分作任何不當、違法或不道德之用途;
- 5.9.7 Not to use or adapt the balcony of the Property (if any) as a kitchen, storeroom, bathroom, lavatory or for other purposes that may increase the floor loading of the Property; and
使用人不得將該物業內之露台 (如有)改動成或用作廚房、儲物房、浴室、廁所或其他加重樓層負荷之用途; 及

5.9.8 Not to bring anyone (other than the Occupants named herein) to or allow or permit anyone (other than the Occupants named herein) to use or stay in [the Room or]the Property or any part thereof overnight at any time;
除了本協議中註明之居住者外，使用人於任何時間均不得帶同、准許或容許任可人通宵使用或逗留於[該房間或]該物業或其任何部份。

5.10 For the purpose of these presents, any act, default, neglect or omission of the Occupants or any servant, agent, guest, visitor or contractor of the Licensee or of the Occupants shall be deemed to be the act, default, neglect or omission of the Licensee.

就本協議而言，使用人或居住者之任何僱員、代理人、客人、訪客或承包商或居住者所作的任何行為、違約、疏忽或遺漏均被視為使用人的行為、違約、疏忽或遺漏。

6. THE LICENSOR AGREES AND COVENANTS WITH THE LICENSEE AND HKCSS

許可人同意及與使用人和社聯承諾：

6.1 In consideration of the licence of the [Room/Property] hereby created the Licensor hereby agrees and covenants with HKCSS and the Licensee the provisions set out hereunder:-

作為此許可使用[該房屋/該物業]的代價，許可人同意並與社聯和使用人達成以下協議:-

6.1.1 The Licensor shall subject to the Licensee paying the Licensee's Licence Fee and other outgoings and observing and performing the terms and conditions herein contained permit the Licensee to occupy the [Room/Property] (for the sole purpose of private residence) during the Licensee's Licence Period but not further or otherwise.

在獲得使用人支付的使用人許可費和其他支出以及遵守和履行本協議條款和條件的情況下，許可人須允許使用人在使用人許可期內佔用[該房間/該物業](目的必須為私人住所)。

6.1.2 As between HKCSS and the Licensor, the Licensor shall duly perform, fulfill, observe and comply with and be bound by the agreements, stipulations, conditions and covenants contained in the Operation Agreement and the Head Lease. Nothing contained in this Agreement shall prejudice any of the rights and remedies of HKCSS under the Operation Agreement and the Head Lease.

就社聯及許可人之間而言，許可人須妥為履行、符合、遵守、遵從及受約束於營運協議及原租約中的一切協議、約定、條款及承諾。社聯於營運協議及原租約下的一切權利及補償將不受本許可協議之任何條文損害。

6.1.3 Until the obligations of the Licensee under this Agreement shall have been discharged in full, the Licensor covenants not to exercise or enforce any of its rights of subrogation, contribution or indemnity against the Licensee and agrees not to claim any set-off or counterclaim against the Licensee in respect of claims not relating to this Agreement.

在使用人執行本協議下全部義務之前，許可人不得對使用人行使或執行任何代位權、法律責任分擔或賠償的權利，並同意不會要求向使用人提出任何與本協議無關之抵銷或反申索。

6.1.4 The Licensor agrees and undertakes with HKCSS that without the prior written consent of HKCSS, it will not transfer, assign, underlet, share or otherwise part with the possession of the Property or any part thereof whether by way of underletting, license, sharing or other means whereby any person or persons not a party to this Agreement obtains the use or possession of the Property or any part thereof irrespective of whether any rental or other consideration is given for such use or possession. In the event of any such transfer, underletting, sharing, assignment or parting with the possession of the Property (whether for monetary consideration or not) or any insolvency or liquidation of the Licensor or any breach by the Licensor of its covenants and undertakings of this Agreement or any other agreement with HKCSS (including the Operation Agreement), HKCSS shall be entitled to determine this Agreement and the Licensor shall forthwith procure the Licensee to surrender the [Room/Property] to HKCSS.

許可人同意並向社聯承諾及契約，未經社聯事先書面同意，其不得轉移、轉讓、分租、分享或以其他方式捨棄該物業或其任何部分的管有權，不論是否透過租賃、許可、分享或其他方法而使任可本協議的第三方人士獲得該物業或其任何部分的使用或佔有權，亦不論有否收取租金或其他代價。一旦出現任何此類轉移、分租、分享、轉讓或佔有權的捨棄（無論是否有金錢代價），或許可人破產、清盤或違反本協議或任何與社聯簽訂的其他協議(包括營運協議)的任何約定或承諾，社聯有權終止本協議，而許可人須立即促使使用人將[該房間/該物業]交回社聯。

7. THE LICENSOR AND THE LICENSEE AGREE AND COVENANT WITH HKCSS

許可人及使用人對社聯同意及承諾

The Licensor and the Licensee hereby jointly and severally undertake with HKCSS that the Licensor and the Licensee will jointly and severally observe and perform all the covenants, terms and conditions in the Head Lease and all the obligations of HKCSS therein referred to as “the Tenant” in so far as (1) they are applicable to the Property and/or the Room which was licensed by HKCSS to the Licensor and thereafter by the Licensor to the Licensee to use and occupy the Property; and (2) are not hereby expressly assumed by HKCSS, and that the Licensor and the Licensee separately will give HKCSS a full and sufficient indemnity in respect of any claim made against HKCSS arising from the breach,

non-performance or non-observance by the Licensor and/or the Licensee of the covenants, terms and provisions thereof as aforesaid.

許可人及使用人謹此共同及個別地向社聯承諾，許可人及使用人將共同或個別地遵守及履行原租約內的所有契諾、條款及條件，以及社聯作為原租約所述的「承租人」(the Tenant) 的所有責任，前提是該等契諾、條款、條件及責任 (1) 適用於該物業及／或房間由社聯予以許可人及之後由許可人予以使用人獲特許使用及佔用，並須遵守及履行的所有有關契諾、條款及條件；及 (2) 未獲社聯在本協議明確承擔，且許可人及使用人將各自就社聯由於許可人及或使用人違反、不履行或不遵守上述原租約內的契諾、條款及條文而被提出的任何申索向社聯作出十足及充分彌償。

8. AMICABLE SHARING

和睦共住

8.1 [The Licensee shall use [the Room,] the Property and the Furniture and Appliances (as defined in clause 9.1) amicably and peaceably with HKCSS, the Licensor and with such other licensees whom the Licensor from time to time permits to use the Property or other rooms therein and shall not interfere with or otherwise obstruct such shared occupation in any way whatsoever.] The Licensee shall not do or permit to be done anything on or at [the Room or] the Property which may be or become or is likely to cause nuisance or annoyance to the Licensor or any owners or occupiers of [other rooms in the Property or] any adjoining or nearby properties / flats or which may prejudice the insurance of the Property or increase the premium payable by the Licensor and/or HKCSS. If HKCSS or the Licensor, at its or their sole discretion, considers that the Licensee and/or any Occupants is not suitable for co-housing and/or cause nuisance or annoyance to the Licensor or any owners or occupiers of [other rooms in the Property or] any adjoining or nearby properties / flats, this Agreement shall be determined forthwith. For the avoidance of doubts, the Licensee shall not bring or allow any guests or visitors to stay or use [the Room or] the Property overnight.

[使用人須與社聯、許可人及許可人不時許可使用該物業或該物業內之其他房間之其他使用者共同和睦友好使用[該房間、]該物業及該物業內的傢俱及電器（如下文第 9.1 條所界定的），並不得以任何方式干擾或阻礙彼此共享共住。] 使用人不得在[該房間或]該物業作出或容許作出任何行為，以致可能或相當可能對許可人[或該物業內之其他房間]或相鄰或鄰近的物業/單位業主或使用人造成滋擾或煩擾，或以致可能影響該物業之保險，或增加許可人和/或社聯應付之保費。若社聯或許可人以其全權酌情認為使用人及/或任何居住者不適合共住及/或對許可人[或該物業內之其他房間]或相鄰或鄰近的物業/單位業主或使用人造成滋擾或煩擾，本協議將立即終止。為免生疑問，使用人不得帶任何訪客或准許任何訪客通宵使用或逗留於[該房間及]該物業。

- 8.2 Without prejudice to HKCSS' and Licensor's rights and remedies herein, HKCSS and the Licensor shall not be liable for the death of or injury to any person or damage to any property or any losses, claims, demands, actions, legal proceedings, damage, costs or expenses or other liability incurred by the Licensee or his/her/their visitor, agent or invitee arising out of the use of the Property or any part thereof.

在不損害社聯及許可人於本協議下的權利下，對於使用人或其任何訪客、代理人或受邀者因使用該物業而遭受之傷亡、財物損壞或任何損失、索賠、要求、訴訟、法律程序、損害、費用、開支或其他責任，社聯和許可人概不承擔責任。

9. FURNITURE, FURNISHINGS AND ELECTRICAL APPLIANCES

傢俱、擺設和電器

- 9.1 The Licensee and the Occupants are permitted to use the furniture, furnishings and electrical appliances (if any) in [the Room and] the Property more particularly set out in the inventory signed by the Licensor and the Licensee and annexed as Annexure 2 hereto (hereinafter called the "**Furniture and Appliances**").

使用人和居住者可以使用在許可人和使用人簽署的清單(見本協議附件 2)中列出的[該房間及]該物業內的傢俱、擺設和電器(如有)(以下稱為「**傢俱和電器**」)。

- 9.2 The Licensee shall at all time keep the Furniture and Appliances in good order and condition (fair wear and tear through normal use excepted) and must not remove any of them from [the Room or] the Property. The Licensee shall make good any damage to the Furniture and Appliances caused by him or her or the Occupants or replace such damaged items with articles of a similar kind and value as reasonably requested by the Licensor. HKCSS and the Licensor shall not assume any responsibility for maintaining and repairing any of the Furniture and Appliances.

使用人必須於任何時間均保持傢俱和電器狀態良好(正常使用下之自然損耗除外)，亦不得將任何傢俱或電器從[該房間或]該物業中移走。如使用人或居住者對傢俱或電器造成任何損壞，使用人須按照許可人的合理要求修理該傢俱或電器，或以種類及價值相若之傢俱或電器取代。許可人及社聯概不承擔傢俱及電器之維修或保養責任。

- 9.3 The Licensee shall take sufficient precautions against theft, loss and damage of his/her own articles and properties that are placed in [the Room and] the Property. The Licensee hereby acknowledges and agrees that HKCSS and the Licensor shall not be liable in any way for any such loss or damage whether the same is caused by accidents, natural disasters, theft, fire, flooding or any other causes whatsoever. 使用人須採取充份措施，慎防自己放置在[該房間及]該物業內的物品及財物被盜竊、遺失或損壞。使用人知悉並同意許可人和社聯對此類損失及損壞概

不承擔任何責任，不論該等損失及損壞是否因意外、自然災害、盜竊、火災、水浸或其他任何原因造成。

10. NATURE OF AGREEMENT AND TERMINATION

協議之性質與終止

10.1 This Agreement and the licenses hereby created are subject to :

本協議及其所達成的許可協議受制於 :-

10.1.1 the Head Lease is still valid and subsisting and has not been terminated for any reason whatsoever and if the Head Lease is terminated for any reason whatsoever, this Agreement and the licences hereby created shall correspondingly be terminated;

原租約有效及仍存在及並沒有因任何原因而終止，如原租約因任何原因而被終止，本協議及任何一方於本協議內給予另一方的特許亦相應被提前終止；

10.1.2 the observance and performance by the Licensor and the Licensee of all such terms and conditions on the part of HKCSS as the tenant is to observe and perform under the Head Lease (other than the payment of rent therein mentioned) in so far as the same are applicable to the Property and/or the Room which was licensed by HKCSS to the Licensor and thereafter by the Licensor to the Licensee to use and occupy the Property;

許可人及使用人須遵守及履行社聯在原租約下作為承租人就適用於該物業及／或房間社聯予以許可人及之後許可人予以使用人獲特許使用及佔用該物業的範圍須遵守及履行的所有有關條款及條件（支付租金除外）；

10.1.3 the Operation Agreement is still valid and subsisting and has not been terminated for any reason whatsoever.

營運協議仍有效及存在及並沒有因任何原因而終止；

10.1.4 the Organization Certificate obtained by HKCSS is still valid and subsisting and has not been terminated for any reason whatsoever.

社聯取得的機構證書仍然有效及存續，且並無因任何原因被終止；

10.1.5 the Tenant Certificate obtained by the Licensee is still valid and subsisting and has not been terminated for any reason whatsoever.

使用人取得的租客證書仍然有效及存續，且並無因任何原因被終止。

10.2 This Agreement is not intended to confer exclusive possession on the Licensor and Licensee over [the Room or] the Property or any part thereof or to create the relationship of landlord and tenant between the parties.

本協議並無授予許可人及使用人對[該房間或]該物業或其任何部分的獨佔權，或於立約方之間建立房東與租客的關係。

10.3 This Agreement and the licences hereby created shall be terminated :-

遇有以下情況，本協議即提前終止：

10.3.1 by HKCSS or the Licensor forthwith without notice if (i) the Licensee is not living at the [Room/Property] for seven (7) consecutive days without prior consent of the Licensor; or (ii) the Licensee's Licence Fee or utilities expenses or any part thereof shall be in arrears for fourteen (14) days from the due date; or (iii) the Licensee has breached any terms of this Agreement; or (iv) the Head Lease is terminated for whatever reason;

如（一）未經許可人事先同意，使用人連續 7 天未在[該房間/該物業]內居住，或（二）使用人許可費或雜費逾期 14 天未繳交，或（三）使用人違反了本協議的任何條款，或（四）原租約不論因任何原因被提前終止，社聯及許可人可立即終止本協議而無須給予使用人事先通知；

10.3.2 by HKCSS and the Licensor giving not less than two (2) months' written notice to the Licensee at any time;

社聯及許可人於任何時間給予使用人不少於兩個月的書面通知；

10.3.3 by the Licensee giving not less than two (2) months' prior written notice or paying two (2) months' Licensee's Licence Fee in lieu to the Licensor provided that such right of early termination shall not be exercised by the Licensee before the end of the first twelve (12) months of the Licensee's Licence Period. Upon the expiration or such determination notice, the licence by HKCSS to the Licensor hereby granted shall automatically be revoked.

使用人給予許可人不少於兩個月的事先書面通知或支付許可人兩個月的使用人許可費作為代通知金，但使用人不得於使用人許可期首 12 個月期間行使此提早終止本協議的權利。在該終止通知屆滿後，社聯特此予以許可人的許可即自動撤銷。

10.4 Save and except, this Agreement was terminated pursuant to Clauses 5.5 or 8.1 hereinabove, if the Licensee shall terminate this Agreement within the first twelve (12) months of the Licensee's Licence Period, he shall pay to the Licensor an amount equivalent to all the Licensee's Licence Fee payable during the residue of the Licensee's Licence Period.

除非本協議是根據第 5.5 及 8.1 條而終止，否則假如使用人於使用人許可期首 12 個月期間終止本協議，使用人須向許可人支付所有餘下之使用人許可期須支付之使用人許可費。

10.5 Notwithstanding anything herein contained to the contrary, in the event the licence by the Licensor to the Licensee is revoked for any reason whatsoever, the licence granted by HKCSS to the Licensor shall also automatically be revoked and thereupon, this Agreement shall be terminated and the Licensor shall leave the [Room/Property] in the condition in accordance with clauses 5.3 and 5.9.5 of this Agreement.

儘管本文所載的任何規定，倘許可人予以使用人的許可基於任何原因被撤銷，社聯予以許可人的許可亦即自動撤銷，本協議則隨之終止，而許可人須根據第 5.3 及 5.9.5 條，以該狀態騰空及離開[該房間/該物業]。

11. LEGAL COSTS AND STAMP DUTY

法律費用及印花稅

11.1 The stamp duty and/or its adjudication fee (where applicable) payable on this Agreement and its counterpart shall be borne by the Licensor and the Licensee in equal shares.

本協議及其複本之印花稅及/或裁定費用（如適用）須由許可人和使用人平均分擔。

11.2 Each party shall bear its own legal costs and disbursements incurred in the preparation and completion of this Agreement.

立約方各自承擔其於草擬及簽訂本協議所衍生之法律費用。

12. NOTICES

通知

12.1 Any notice required to be served on the Licensee shall be sufficiently served if delivered to or despatched by registered or ordinary post or left at the Property or at the last known address of the Licensee in Hong Kong. A notice sent by registered or ordinary post shall be deemed to be given at the time and date of posting.

任何須送達予使用人的通知，一旦被送達或經普通或掛號方式郵遞至或放在該物業或使用人最後已知之香港地址，則被視為充分送達。經普通或掛號方式郵遞的通知將被視為於郵遞的日期及時間給予。

12.2 Any notice required to be served on the Licensor and HKCSS shall be sufficient served if delivered to or despatched by registered or ordinary post to their respective last known address or the address stated in this Agreement. A notice sent by registered or ordinary post shall be deemed to be given at the time and date of posting.

任何須送達予許可人及社聯的通知，一旦被送達或經普通或掛號方式郵遞至許可人及社聯最後已知之香港地址或本協議內列出的地址，則被視為充分送達。經普通或掛號方式郵遞的通知將被視為於郵遞的日期及時間給予。

13. SPECIAL PROVISIONS

特別條款

13.1 The Special Conditions (if any) set out in the **Part VII of the Schedule** hereto form an integral part of this Agreement. In the event of conflict between such Special Conditions and the terms and conditions of other parts of this Agreement, the terms and conditions of other parts of this Agreement shall prevail.

本協議受於附表第 7 部分列出之特別條款 (若有) 規限，若特別條款及本協議其他部分的條款和條件有分歧時，就分歧部份，以本協議其他部分的條款和條件為準。

14. DISCLOSURE OF INFORMATION

信息披露

14.1 The Licensee agrees and consents that any personal information relating to the Licensee and the Occupants at any time acquired, collected or otherwise held by the Licensor (whether relating to this Agreement or otherwise howsoever) may from time to time be disclosed to and held and/or used by HKHS or HKHA or HKCSS and/or any organizations associated with the Licensor or HKCSS for the purpose of or in connection with this Agreement, the enforcement of this Agreement and/or anything arising out of this Agreement and/or any transactions, agreements, arrangement and/or dealings (whether past, present or proposed) between the Licensee and the Licensor and/or for or in connection with any purpose whatsoever as the Licensor shall consider appropriate.

使用人同意許可人可以將其隨時獲得、收集或以其他方式持有關於使用人和居住者的任何個人信息 (無論是否與本協議有關的內容)，不時向房協或房委會或社聯及/或任何與許可人或社聯有關的機構披露並由其持有及/或使用於與本協議有關的目的、執行本協議及/或由本協議引起的任何事情及/或任何交易、協議、安排及/或使用人與許可人之間的交易 (無論過去，現在還是擬定) 及/或許可人認為適當的任何有關目的。

15. LANGUAGE

語言

15.1 The Chinese is for reference only, in case of any conflict or discrepancy between the English version and the Chinese version of the terms and conditions herein, the English version shall prevail.

中文譯本祇供參考，如果本協議之條款及細則的英文版本與中文版本出現任何不一致之處，則以英文版本為準。

16. Number and Gender

數目及性別

16.1 Unless the context otherwise requires : words importing the singular include the plural and vice versa; words importing person include bodies corporate or unincorporate; words importing gender include every gender and the neuter gender.

除非另有規定外：單數之詞語皆包含眾數之意思，反之亦然；自然人之用語皆包含法團或非屬法團的團體之意思；任何性別之詞語皆包含男性、女性、中性及死物之意思。

17. CONTRACTS (RIGHT OF THIRD PARTIES) ORDINANCE (CAP.623)

合約(第三者權利)條例 (第 623 章)

17.1 No person, other than the parties to this Agreement, has any right under the Contracts (Right of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Agreement.

合約(第三者權利)條例(香港法例第 623 章)不適用於本協議。立約方以外的任何人士在本協議下並無任何權利，亦不得強制執行本協議。

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中文譯本只供參考，本協議以英文版本為準

THE SCHEDULE ABOVE REFERRED TO
附表

PART I 第 1 部分
THE LICENSEE 使用人

_____ (Hong Kong Identity Card No. 香港身份證號碼 _____) of
(name 姓名)

(address 地址)

PART IIA 第 2A 部分
THE PROPERTY 該物業

(address)

(地址)

[PART IIB 第 2B 部分
THE ROOM 該房間

Room _____ of the Property.
該處所內的____房。]

PART III 第 3 部分
THE LICENSOR'S LICENCE PERIOD 許可人許可期

The period shall commence from _____ and expire on _____ (both days inclusive).

由 _____ 起至 _____ 的期間(包括首尾兩日)。

THE LICENSEE'S LICENCE PERIOD 使用人許可期

The period shall commence from _____ and expire on _____ (both days inclusive).

由 _____ 起至 _____ 的期間(包括首尾兩日)。

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中文譯本只供參考，本協議以英文版本為準

PART IV 第4部分

THE LICENSEE'S LICENCE FEE 使用人許可費

HK\$ _____ per month.

每月港幣 _____ 元。

PART V 第5部分

THE DEPOSIT 保證金

HK\$ _____.

港幣 _____ 元。

PART VI 第6部分

THE OCCUPANTS 居住者

	Name (English) 英文姓名	Name (Chinese) 中文姓名	HK ID Card No. 香港身份證號碼	Relationship with the Licensee 與使用人的關係
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

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PART VII 第7部分
SPECIAL CONDITIONS 特別條款

[部份單位會有特別條款，例如：]

1. Not to keep any dogs, cats or other pets in in the [Room/Property];
使用人不得於[該房間/該物業內]飼養任何貓、狗或其他寵物;
2. Not to smoke in the [Room/Property].
[該房間/該物業]內嚴禁吸煙。
3. Not to enter into or use the roof of the building where the Property is situated;
使用人不得進入或使用該物業所屬之建築物之天台;

*Chinese translation is for reference only, the English version of this

Agreement shall prevail*

中文譯本只供參考，本協議以英文版本為準

ANNEXURE 1 附件 1

THE HEAD LEASE 原租約

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Agreement shall prevail*

中文譯本只供參考，本協議以英文版本為準

ANNEXURE 2 附件 2

FURNITURE AND APPLIANCES 傢俱和電器

THE INVENTORY 清單

AS WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

本協議由上述各方人士於上述日期簽署。

(1) Licensor 許可人

SIGNED by)
由)
)
for and on behalf of the Licensor as duly)
authorized by its board of directors in the)
presence of :-)
經許可人之董事局授權代表許可人，於見)
證人見證下以契據形式簽立及簽署 :-)
)

Witness 見證人

Name 姓名 :
HKID No. 香港身份證號碼 :
Position 職位 :

(2) Licensee 使用人

by the Licensee in the presence of :-)
由使用人於見證人見證下簽署、蓋章並交)
付 :-)
)

Witness 見證人

Name 姓名 :
HKID No. 香港身份證號碼 :
Position 職位 :

(3) HKCSS 社聯

SIGNED by)
由)
)
for and on behalf of HKCSS whose)
signature(s) is / are verified by :-)
代表社聯簽署，該簽署由以下人士核實:-)

Dated the _____ day of _____ 20____

20 年 月 日

(_____有限公司)

and 及

(Name of Licensee 使用人姓名)

and 及

**THE HONG KONG COUNCIL OF
SOCIAL SERVICE
(香港社會服務聯會)**

**LICENCE AGREEMENT
UNDER
COMMUNITY HOUSING MOVEMENT
社會房屋共享計劃下之
許可協議¹**

ONC Lawyers,
19th Floor, Three Exchange Square,
No.8 Connaught Place,
Central, Hong Kong
Ref.: 1917101/TEZZ/7/RC/KC

¹ 此許可協議範本只適用於香港房屋協協會轄下的「未補價資助出售房屋 - 出租計劃」。
This Agreement template is only applicable to the “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” under Hong Kong Housing Society.