

**Hong Kong Housing Society  
T-Home**

**“Letting Scheme for Subsidised Sale Developments with Premium Unpaid”**

**Prescribed Tenancy Agreement  
(With Fitting-out Agreement)  
Version No. TAE001**

**Applicable for leasing the Entire Flat  
To be signed by Owner Certificate Holder and  
The Hong Kong Council of Social Service**

Owner Certificate Holder and The Hong Kong Council of Social Service should post the duly completed “Notice of Execution of the Tenancy Agreement” to Applications Section of Hong Kong Housing Society or submit online within 2 weeks from the signing of the tenancy agreement. Please specify the version number of the prescribed tenancy agreement as TAE001 in the designated field of the notice.

## Tenancy Agreement

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the Landlord and the Tenant as more particularly described in the First Schedule.

WHEREAS :

- A. The Hong Kong Housing Society (“**HKHS**”) launches the enhanced T-Home “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” (“**Letting Scheme**”) in the fourth quarter of 2019.
- B. “Community Housing Movement” is a social community movement which is supported by the Government of Hong Kong Special Administrative Region, operated by the Tenant and implemented through the joint efforts of The Community Chest of Hong Kong, Social Innovation and Entrepreneurship Development Fund, property owners, social welfare or non-governmental organisations and social enterprises of Hong Kong. The Tenant plays the role of an intermediary platform in renting and renovating private domestic properties, turning them into transitional accommodations and then subletting them to certified operators (including the social welfare or non-governmental organisations and social enterprises) so that such operators can operate and provide necessary supporting services (“**Service Operators**”).
- C. The Tenant supports and agrees to participate in the Letting Scheme.
- D. The HKHS has issued the “Certificate of Participation – Organisation” of the Letting Scheme (“**Organisation Certificate**”) to the Tenant. Through the Scheme, the Tenant can rent the unpaid premium subsidised sale flat from the owner who holds a valid “Certificate of Participation – Owner” of the Letting Scheme issued by the HKHS (“**Owner Certificate**”) for the participation in the “Community Housing Movement” and, with the Service Operators, license the whole unpaid premium subsidised sale flat or any of the bedrooms therein to a person who holds a valid “Certificate of Participation – Tenant” of the Letting Scheme issued by the HKHS (“**Tenant Certificate**”) (“**User**”) for his use and occupation by way of license agreement.
- E. If the flat to be licensed is a subsidised sale flat of the Hong Kong Housing Authority (“**HKHA**”), the Tenant shall have obtained from HKHA the relevant Nomination Certificate before signing the tenancy agreement with the Landlord.

NOW IT IS HEREBY AGREED BETWEEN THE LANDLORD AND THE TENANT AS FOLLOWS :

- 1. The Landlord shall demise and the Tenant shall take the premises (“**Premises**”) as more particular described in the First Schedule hereto together with the use of the furniture and fittings as set out in clause 2 of the Second Schedule hereto (“**Furniture and Fittings**”) together with the use in common with the co-owners of the Building (as defined in the First Schedule hereto), their tenants, workmen and persons authorised by them and other persons having similar rights as the Landlord of all the common areas, common passages, entrances, lifts, passages and staircases and all the easements and rights appertaining to the Building for the term (“**Term**”) and at the rent (“**Rent**”) as more particularly described in the First Schedule hereto.
- 2. The Tenant shall pay to the Landlord the Rent in advance on the day as stated in the First

Schedule hereto of each and every calendar month during the Term without any deduction or set off whatsoever (whether legal or equitable).

3. The term of this Agreement shall not expire beyond the Latest Tenancy Expiry Date as described in First Schedule of this Agreement and shall not exceed five (5) years.
4.
  - 4.1 The Tenant shall take delivery of the Premises in its “as-is basis” on the commencement date of the Term.
  - 4.2 The Tenant shall during the Term keep the non-structural interior of the Premises including all windows, doors, walls, floorings, lightings, water pipes, drains, sanitary fittings, electrical installations and wirings of, within or serving the Premises and the Furniture and Fittings in good, sanitary, clean and tenable repair and condition (fair wear and tear, and inherent defects excepted) to the reasonable satisfaction of the Landlord at the Tenant’s own cost and expense.
  - 4.3 The Tenant shall wholly be responsible for any loss, damage or injury caused to any person whomsoever or to any property whatsoever directly or indirectly through the defective or damaged condition or operation of any part of the interior of the Premises or any fixtures, fittings, electrical appliances, electrical wiring, piping, installation or anything therein or thereto for the repair of which the Tenant is responsible hereunder or in any way caused by or owing to the spread of the smoke or fumes or the leakage or overflow of water or whatsoever originating from the Premises or any part thereof or through the act, default or negligence of the Tenant, his servants, agents, contractors or licensees, the User or the Service Operators and to make good the same by payment or otherwise and to indemnify the Landlord against all costs, claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect of any such loss, damage, or injury as aforesaid and all costs and expenses incidental thereto.
  - 4.4 Save and except due to any act, negligence or default of the Landlord, the Landlord shall not be liable for any death, injury, property damage or any loss, claims, demands, actions, legal proceedings, damages, fees, charges or other liabilities suffered by the Tenant, his guests, agents, invitees, the User or the Service Operators arising from the use of the Premises.
5. The Tenant shall upon the signing of this Agreement pay to the Landlord the deposit set out in the First Schedule (“**Deposit**”) to secure the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. The Landlord shall refund the Deposit to the Tenant without interest within twenty-eight (28) days from the date of delivery of vacant possession of the Premises to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord, whichever is later.
6. The Tenant shall:
  - 6.1 comply with all ordinances, regulations and rules laid down by the Government of Hong Kong Special Administrative Region and other competent authorities and shall observe and perform the covenants, terms and conditions of the deed of mutual covenant and sub-deed of mutual covenant (if any) relating to the Development and the Building. The Tenant shall not contravene any covenants contained in the Government Lease(s) of the Lot (“**Government Lease**”) under which the Development is constructed are held from the Government.
  - 6.2 obey any house rules and regulations as may from time to time be made or adopted by the manager or the Incorporated Owners of the Development. In the event of any conflict between such house rules and regulations and the conditions of this Agreement, the house rules and regulations shall prevail.

7. The Tenant shall inform the Landlord of the damage and defect in the Premises (including the damage and defect to the structural parts and exterior walls of the Building) and shall permit the Landlord at all reasonable times and where necessary with workmen and appliances to enter and examine the state of repair and condition of the Premises, to take inventories of the Premises' Furniture and Fittings and to carry out any works, repairs or maintenance therein if the Tenant shall fail to carry out such works, repairs or maintenance which are the Tenant's responsibility under this Agreement within one (1) month or such shorter period as the circumstance may require.
8. The Tenant shall use its best endeavor to take precautionary measures to safeguard the Premises from the damage caused by rainstorm, typhoon or overflow of water.
9. In the event of the drains and/or the sanitary fittings of the Premises becoming choked up, the Tenant shall at his own cost cleanse and clear such obstruction.
10. 10.1 The Tenant shall not make any decoration, alteration, fitting-out or partitioning works at the Premises (the "**Works**") until obtaining written consent from the Landlord. The Tenant shall provide specifications of the Works thereof and the total fitting-out expenses (the "**Agreed Works Expenses**") to the Landlord in the form annexed in the Third Schedule herein (the "**Fitting-out Agreement**") for the Landlord's written approval (such approval shall not be unreasonably withheld or delayed). For the avoidance of doubt, any variation in the specifications of the works and total fitting-out expenses (the "**Varied Agreed Work Expenses**") shall be provided to the Landlord in the form annexed in the Fourth Schedule herein (the "**Revised Fitting-out Agreement**") for the Landlord's written approval (such approval shall not be unreasonably withheld or delay) before carrying out the variation of the Works.
- 10.2 After obtaining the written consent of the Landlord, the Tenant shall be entitled to carry out the Works at its own cost and expense so as to cause such to become and can be used as transitional social housing for the use and occupation of the User, the Occupiers and the User's Occupiers (the Occupiers and the User's Occupiers are defined in clause 12), Provided That the Tenant shall comply with the terms and conditions of the deed of mutual covenant of the Building and all relevant ordinances and regulations of Hong Kong in carrying out the Works. Where necessary, the Tenant shall have notified and obtained the approval from the manager of the Building and the Building Authority or any other government authorities before carrying out the Works.
- 10.3 In the event that the Landlord shall early terminate this Agreement by serving a Tenancy Termination Notice pursuant to clause 34, the Landlord shall pay to the Tenant a portion of the Agreed Works Expenses or the final Varied Agreed Work Expenses (as the case may be) on a pro-rata basis calculated in accordance with the following formula:

The portion that the Landlord shall pay	=	Agreed Works Expenses or the final Varied Agreed Work Expenses (as the case may be)	÷	Total number of months of the Term	x	Number of months remaining upon the expiration of the notice which terminates this Agreement <sup>1</sup>
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11. The Landlord expressly agrees that the Tenant shall be entitled to hand over the Premises to the Service Operators, and with the Service Operators, to grant the right to use the Premises to the User for the occupation or use of the Premises by the User, their Occupiers and User's Occupiers (the Occupiers and the User's Occupiers are defined in clause 12) and sign the license agreement

<sup>1</sup> Part of a month shall be counted as a month

(“**License Agreement**”).

12. Save and except as provided in clause 11, at any time during the Term, the Tenant shall not permit or suffer any person to occupy or use the Premises or any part thereof other than the User and his family members set out in the User’s Tenant Certificate (collectively “**Occupiers**”) and any spouse married to any User or any Occupiers (including newly married spouse or spouse who has acquired the right to land in Hong Kong and newly settled in Hong Kong) and any child of any User or any Occupiers (including any new born baby or child under the age of eighteen (18) who has acquired the right to land in Hong Kong and newly settled in Hong Kong) after the signing of this Agreement (collectively “**User's Occupiers**”).
13. The Tenant shall check and confirm that the family members listed in the Tenant Certificate held by the User must be identical to the Occupiers and all Occupiers shall reside in the Premises.
14. The Tenant, the User, the Occupiers and the User's Occupiers shall not use the Premises except as a private residence only and in particular and without prejudice to the generality of the foregoing, the Premises shall not be used as a place for carrying on any trade or business.
15. 15.1 The Tenant shall not dry or hang or permit or suffer to be dried or hung any clothes or other articles in such a manner which will cause obstruction or a nuisance or which in the opinion of the Landlord cause the Premises to be unsightly and if it shall so happen, the Tenant shall remove such clothes or articles as directed by the Landlord.  
15.2 The Tenant shall not put or place any dust-bins, garbage cans, furniture, chattels, packing cases, boxes, goods or any other thing in the staircases, landings or other common passages in the Building not in the exclusive occupation of the Tenant.
16. The Tenant shall not do or cause or permit to be done anything in or upon the Premises, the Building, the Development or any part thereof which may at any time be or become a nuisance, annoyance, damage or disturbance to the Landlord or occupiers of the other parts of the Building.
17. The Tenant shall not keep or to permit or suffer to be kept in the Premises or any part of the Premises any arms, ammunition, gunpowder, fireworks or any materials of a dangerous, combustible or explosive nature or the keeping of things which may contravene any ordinance, regulation, or order or constitute a nuisance or danger to the occupiers of the Premises or other parts of the Building or the neighbouring property.
18. The Tenant shall not use the Premises or any part thereof for any illegal or immoral purpose.
19. The Tenant shall not use the Premises or any part thereof for the storage of goods or merchandise.
20. The Tenant shall not affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the Premises and the exterior walls or any part of the interior of the Premises which may become visible from the outside of the Premises or to any part of the Building and Development any placards, posters, notices, banners, advertisements, signs or trade, business or professional notices or publications or any other objects or articles of any of the above kinds.
21. The Tenant shall not use or permit or suffer to be used any fuel for cooking in the Premises other than those as permitted by the Landlord.
22. The Tenant shall not do or permit or suffer to be done any act, deed, matter or thing whatsoever whereby the insurance on the Premises and/or the Building (or any part thereof) against loss or

damage by fire and/or other insurable perils and/or claims by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased and shall pay the Landlord the increased premium if such increase is as a result of any act, deed, matter or thing done permitted or suffered by the Tenant.

23. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for fourteen (14) days after the same shall become payable (whether legally demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained and the Tenant has failed to rectify such breach within fourteen (14) days upon receipt of the Landlord a written notice requiring the Tenant to rectify such breach or if the Tenant is bankrupt or in liquidation, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely be determined and the Landlord may deduct any loss or damage suffered by the Landlord from the Deposit as a result of the Tenant's breach without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant. If the Landlord shall deduct any amount of sum from the Deposit pursuant to this Agreement during the Term, the Tenant shall forthwith on the Landlord's demand deposit with the Landlord the amount so deducted and failure by the Tenant to do so shall entitle the Landlord to immediately determine this Agreement as herein provided. A written notice served by the Landlord on the Tenant pursuant to clause 40 hereunder to the effect that the Landlord thereby exercises the power of re-entry as aforesaid shall be in full and sufficient exercise of such power.
24. If the Landlord is in breach of the terms and conditions of this Agreement and the Landlord has failed to rectify such breach within fourteen (14) days upon the receipt of the written notice from the Tenant, then the Tenant shall be entitled to terminate this Agreement by serving a three (3) months' notice in writing on the Landlord. Upon the expiration of the said termination notice, this Agreement shall cease and be determined but without prejudice to the rights and remedies of the Tenant against the Landlord in respect of the antecedent breach of the terms and conditions of this Agreement.
25. 25.1 Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Landlord shall allow the Tenant to peacefully hold and enjoy the Premises during the Term.  
25.2 The Property Tax of the Premises shall be paid by the Landlord.  
25.3 The Landlord shall use its reasonable endeavor to procure the manager of the Building to keep, maintain and repair or cause to be kept, maintained and repaired the main structure, main drains and pipes and main electrical wiring of the Premises in proper and tenantable repair and condition Provided That the Landlord's liability hereunder shall not be deemed to have arisen unless and until written notice of any want of repair shall have been previously given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to procure the manager of the Building to repair the same after a lapse of a reasonable time.
26. At the expiration or sooner determination of this Agreement, the Tenant shall deliver vacant possession of the Premises to the Landlord including the Furniture and Fixtures in its original condition at the commencement of the Term and in clean tenantable repair and condition as aforesaid (fair wear and tear, and inherent defects excepted) together with all keys appertaining to the Premises and the letterbox (if any).
27. If the Premises or any part thereof shall be destroyed or damaged by storm, typhoon, fire, earthquake, subsidence of the ground, landslide or any other calamity beyond the control of the Landlord and not attributable to the negligence or default of the Tenant so as to be unfit for

occupation and use or if the Premises or any part thereof shall be required to be closed or demolished by an order of the Building Authority (or any other competent government authorities) (“**Building Order**”) or closed by a closure order made by the court (“**Closure Order**”), the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall, upon the occurrence of such event, cease to be payable until the Premises shall again be rendered fit for occupation and use; or the Building Order shall cease to be operative; or a notice of expiry of the Closure Order shall be served Provided that the Tenant shall not and shall not be entitled to any claim for compensation or damages from the Landlord. If the Premises or any part thereof shall remain unfit for occupation and use after three (3) calendar months from the occurrence of any of such events or if the Building Order or the Closure Order shall remain in force at the expiration of three (3) calendar months after the same is made, then and in any such case the Landlord or the Tenant may at any time after the expiration of the said three (3) calendar months by notice in writing to the other of them immediately terminate this Agreement and thereupon the Term shall cease accordingly. Upon such event neither party shall have any claims or demand for compensation against the other in respect thereof save and except that the right of either party against the other in respect of any antecedent breach of any of the terms and conditions herein contained shall not be prejudiced or affected thereby.

28. The Landlord hereby confirms, declares and undertakes that he has obtained and is holding a valid Owner Certificate issued by the HKHS. The Landlord shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained.
29. The Tenant hereby confirms, declares and undertakes that he has obtained and is holding a valid Organisation Certificate issued by the HKHS. The Tenant shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained.
30. If the Premises belong to the subsidised sale flats of the HKHA, the Tenant hereby confirms and declares that he has obtained the Nomination Certificate issued by the HKHA in respect of the Premises prior to the signing of this Agreement. The Tenant shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained.
31. If the Owner Certificate or the Organisation Certificate is revoked during the Term, the other party shall be entitled to terminate this Agreement by serving a three (3) months’ notice in writing on the party whose Certificate is revoked. Upon the expiration of such notice, this Agreement shall cease and be determined and the other party shall not be required to make any compensation to the party whose Certificate is revoked but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.
32. The Landlord hereby makes the statement that, when signing this Agreement, he is not aware of:
  - 32.1 any breach of the Building Ordinance or any notices, orders etc. issued under the Building Ordinance in relation to the Premises; or
  - 32.2 any breach of other laws and regulations in relation to the Premises.
33. If the statement made by the Landlord under clause 32 is incorrect, the Tenant shall be entitled to terminate this Agreement by serving a three (3) months’ notice in writing on the Landlord. Upon the expiration of such notice, this Agreement shall cease and be determined and the party who serves the notice shall not be required to make any compensation to the other party but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.

34. Save and except as provided in clauses 23, 24, 27, 31 and 33, at any time after the expiration of the first twenty-four (24) months of the Term of this Agreement and (i) (applicable to HKHS' subsidized sale flats) the non-alienation restrictions stipulated under the Government Lease (including the relevant Government land grant, modification letter(s) and waiver letter(s) are no longer applicable to the Premises (which means the premium has been paid); or (ii) (applicable to HKHA's subsidized sale flats) the non-alienation restrictions stipulated under the Housing Ordinance (Cap.283) are no longer applicable to the Premises (which means the premium has been paid), the Landlord shall then be entitled to terminate this Agreement by serving a three (3) months' notice in writing to the other party ("**Tenancy Termination Notice**"). On the expiration of the Tenancy Termination Notice ("**Tenancy Termination Date**"), this Agreement shall cease and be determined and the party who serves the notice to terminate this Agreement shall not be required to make any compensation to the other party but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreement, terms and conditions herein contained.
35. If the Owner Certificate is revoked during the Term or (if the Premises is an unpaid premium subsidised flat of HKHS) the waiver letter dated 4<sup>th</sup> December 2019 issued by the Lands Department ("**Waiver**") is revoked (in respect of the Premises), the Landlord and the Tenant hereby covenant that:
- 35.1 the Landlord shall permit the Tenant to continue to lease the Premises until the expiry date of the Term unless the Tenant shall have served a three (3) months' notice in writing on the Landlord at anytime after the revocation of the Owner Certificate or the Waiver to terminate this Agreement, or the Landlord shall have served the Tenancy Termination Notice on the Tenant after the expiration of the first twenty-four (24) months of the Term pursuant to clause 34 to terminate this Agreement, then this Agreement shall be determined upon the expiration of the Tenant's termination notice or the Tenancy Termination Notice (as the case may be) but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained; and
- 35.2 the Landlord shall be fully liable and responsible for all actions taken by or any liquidated damage imposed by HKHS, all relevant government departments and competent authorities for leasing the Premises to the Tenant without a valid and subsisting Owner Certificate.
36. Save as provided under clauses 11 and clause 12, the Tenant shall not assign, transfer, sub-let or part with the possession of the Premises or any part thereof to any other person and not to take in any lodger.
37. The Landlord shall not be under any liability to the Tenant or to any other person whomsoever in respect of any loss or damage to person or property sustained by the Tenant or any such other person 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 anywhere within the Building. The Tenant shall fully and effectually indemnify the Landlord from and against all claims and demands made against the Landlord 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 Premises or to the negligence or default of the Tenant, his servants, agents, licensees, User, Occupiers and the User's Occupiers or to the defective or damaged condition of the interior of the Premises or any Furniture and Fittings for the repair of which the Tenant is responsible hereunder and against all costs and expenses incurred by the Landlord in respect of any such claim or demand.
38. 38.1 The Tenant shall indemnify and keep the Landlord indemnified of all claims and demands

- made by the User, the Occupiers and the User's Occupiers against the Landlord for any loss or injury to any person or property caused by or as a result of or howsoever caused from the use or occupation of the Premises.
- 38.2 The Tenant hereby expressly agrees and undertakes that the Tenant shall indemnify and keep the Landlord indemnified of any loss, claim, damages and actions suffered by the Landlord as a result of the breaches of any terms of the License Agreement by the Service Operators or the User and the Tenant shall fully indemnify the Landlord.
- 38.3 The Tenant shall ensure that the Service Operators and the User will observe and perform all the obligations and restrictions on the part of the Tenant to be observed and performed under this Agreement (other than the payment of Rent herein mentioned) in so far as they are applicable to the Premises and shall indemnify and keep the Landlord indemnified of any breach of such obligations and restrictions by the Service Operators and/or the User.
39. For the purpose this Agreement, any act, default or omission of the User, Occupiers and the User's Occupiers, Service Operators, the Tenant's agents, licensees and visitors shall be deemed to be the act, default or omission of the Tenant and any act, default or omission of the agents, licensees and visitors of the Landlord shall be deemed to be the act, default or omission of the Landlord.
40. Any notice required to be served hereunder shall be sufficiently served on the Tenant if sent to him by post to his last known address in Hong Kong. Any notice required to be served hereunder shall be sufficiently served on the Landlord if left addressed to him or sent to him by post to the Landlord's Address as stated in the First Schedule or to his last known address in Hong Kong. A notice sent by post shall be deemed to have been received by the Landlord or Tenant at the time when in due course of post it would be delivered at the address to which it is sent.
41. The Tenant hereby expressly declares that he has paid no premium, transfer fee, construction fee, key money or other sum of money of a similar nature to the Landlord or other persons authorised by him for obtaining the possession of the Premises or for the granting of this Agreement.
42. 42.1 The stamp duty payable on this Agreement and its counterpart shall be paid by the Landlord and the Tenant in equal shares. The Tenant shall arrange for payment of the stamp duty on this Agreement and its counterpart.
- 42.2 The adjudication fee and the stamp duty (if payable) payable on the Fitting-out Agreement and the Revised Fitting-out Agreement (if applicable) and their respective counterpart shall be paid by the Landlord and the Tenant in equal shares. The Tenant shall arrange for payment of the adjudication fee and stamp duty (if payable) on the Fitting-out Agreement and the Revised Fitting-out Agreement (if applicable) and their respective counterpart.
43. This Agreement is subject to the Special Conditions in the Fifth Schedule (if any). All the schedules to this Agreement form part of this Agreement. Should there be any conflicts or inconsistencies between the terms and conditions in the Fifth Schedule and that of other parts of this Agreement, the terms and conditions in the other parts of this Agreement shall prevail over the terms and conditions in the Fifth Schedule.
44. Each and every part of the clause, sub-clause, term or provision in this Agreement (save and except otherwise specified) shall be construed as an independent and severable part of this Agreement. In the event that any part of the clause, sub-clause, term or provision is found to be in conflict, inconsistent or contradictory to the terms and conditions in the Owner Certificate and/or the Organisation Certificate; or is found to be illegal, invalid or unenforceable, such part

thereof shall be severed from this Agreement and of no effect. Such severance shall not affect the validity and enforceability of the other part of the clause, sub-clause, term, condition, stipulation or provision and any other parts of this Agreement whatsoever.

45. The Landlord and the Tenant do not intend any term of this Agreement to be enforceable by any person, firm, company or corporation who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (“CRTPO”) and agree that this Agreement shall be excluded from the application of the CRTPO.
46. If the Landlord and the Tenant shall:
  - 46.1 execute both the English and the Chinese versions of this Agreement, in case of any discrepancy, the English version shall prevail.
  - 46.2 only execute the English or Chinese version of this Agreement, the unexecuted version shall serve as a translation for reference only. In case of discrepancy, the executed version shall prevail.
47. It is hereby declared that (if the context permits or requires) the singular number shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa.

THIS FIRST SCHEDULE ABOVE REFERRED TO

The Landlord:	[(name in English) (name in Chinese)], holder of Hong Kong Identity Card No.[*].
The Landlord's Address:	[*].
The Tenant:	Hong Kong Council of Social Service 香港社會服務聯會
The Tenant's Address:	11-13/F, Duke of Windsor Social Service Building, 15 Hennessy Road, Wanchai, Hong Kong
The Premises:	[Flat/Unit [*]] on the [*] Floor of the Building.
The Building:	[Name of Building].
The Development:	[Name of the Development], [Address].
The Term:	Subject to clauses 23, 24, 27, 31, 33, 34 and 35, for a term of [*] years commencing from [date] and expiring on [date] (both days inclusive).
The Latest Tenancy Expiry Date	31 <sup>st</sup> October 2026
The Rent:	HK\$[*] per month.
Day for Payment of Rent in Advance:	[1 <sup>st</sup> /*] day of each month.
The Deposit:	HK\$[*] equivalent to one (1) month's Rent.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. Miscellaneous Payments

It is agreed between the Landlord and the Tenant that during the Term:

- 1.1 Management Fee, Government Rates, Government Rent, and Property Tax all payable in respect of the Premises shall be paid by Landlord;
- 1.2 The Tenant shall be responsible for the payment of all the utility charges (\* including the deposits / \* excluding the deposits) of the Premises. All the utility charges include water charges, electricity charges, gas charges, cooking fuel charges, telephone, and home broadband charges.

2. Furniture and Fittings

The following furniture and fittings are provided by the Landlord in the Premises:

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\* if applicable, tick "✓" the appropriate box

THE THIRD SCHEDULE ABOVE REFERRED TO

HONG KONG COUNCIL OF SOCIAL SERVICE  
COMMUNITY HOUSING MOVEMENT  
FITTING-OUT AGREEMENT

The Premises : (“the Premises”)  
The Landlord : (“the Landlord”)  
Date :

Pursuant to clause 10 of the Tenancy Agreement dated \_\_\_\_\_ (“the Tenancy Agreement”) entered between the Landlord as landlord and the Hong Kong Council of Social Service (“HKCSS”) as tenant, HKCSS shall provide (1) specifications of any decoration, alteration, fitting-out or partitioning works at the Premises; and (2) the total fitting-out expenses to the Landlord for the Landlord’s written approval.

After inspection of the Premises, HKCSS desires to perform/make the following works at the Premises (collectively referred to as the “Works”):-

Item	Description of Works	Costs HK\$
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		
11)		
12)		
13)		
14)		
15)		
Total fitting-out expenses:-		

\_\_\_\_\_  
HKCSS

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I, [the Landlord], hereby give consent to HKCSS to perform the Works and agree to the above total fitting-out expenses in accordance with clause 10.1 of the Tenancy Agreement. I acknowledge and agree to pay to the Tenant a portion of the total fitting-out expenses pursuant to clause 10.3 of the Tenancy Agreement in the event that I terminate the Tenancy Agreement pursuant to clause 34 therein.

Date:

\_\_\_\_\_  
The Landlord

THE FOURTH SCHEDULE ABOVE REFERRED TO

HONG KONG COUNCIL OF SOCIAL SERVICE  
COMMUNITY HOUSING MOVEMENT  
REVISED FITTING-OUT AGREEMENT

The Premises : (“the Premises”)  
The Landlord : (“the Landlord”)  
Date :

Pursuant to clause 10 of the Tenancy Agreement dated \_\_\_\_\_ (“the Tenancy Agreement”) entered between the Landlord as landlord and the Hong Kong Council of Social Service (“HKCSS”) as tenant and in supplemental of the Fitting-out Agreement dated \_\_\_\_\_ entered between the Landlord and HKCSS (“the Fitting-out Agreement”), HKCSS desires to make the following amendments to the Fitting-out Agreement. Save and except the Additional Works and/or the Reduced Works mentioned below, the Fitting-out Agreement shall remain subsisting and unchanged.

**Additional Works:-**

Item	Description of Works	Costs HK\$
1)		
2)		
3)		
4)		
5)		
Total additional fitting-out expenses:-		

**Reduced Works:-**

Item	Description of Works	Costs HK\$
1)		
2)		
3)		
4)		
5)		
Total reduced fitting-out expenses:-		

Varied total fitting-out expenses

Total fitting-out expenses	Total additional fitting-out expenses	Total reduced fitting-out expenses	Varied total fitting-out expenses
HK\$	+ HK\$	- HK\$	= HK\$

\_\_\_\_\_  
HKCSS

I, [the Landlord], hereby give consent to HKCSS to perform the aforementioned Additional Works and/or the Reduced Works and agree to the varied total fitting-out expenses in accordance with clause 10.1 of the Tenancy Agreement. I acknowledge and agree to pay to the Tenant a portion of the varied total fitting-out expenses pursuant to clause 10.3 of the Tenancy Agreement in the event that I terminate the Tenancy Agreement pursuant to clause 34 therein.

Date:

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The Landlord

THE FIFTH SCHEDULE ABOVE REFERRED TO

SPECIAL CONDITIONS\*

1. The parties agree that the Tenant is entitled to a rent-free period of three (3) months commencing from the commencement date of the Term, that is, from the [\*] day of [\*] to the [\*] day of [\*] (both days inclusive) Provided That the Tenant shall observe and perform the terms and conditions contained in this Agreement.

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\* if applicable, insert any additional terms and conditions agreed by the Landlord and the Tenant

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

Signed by the Landlord in the presence )  
of: )

\_\_\_\_\_  
Landlord's signature

\_\_\_\_\_  
Witness's name and Passport/HKID number

\_\_\_\_\_  
Witness's signature

Signed by the Tenant in the presence )  
of: )

\_\_\_\_\_  
Tenant's signature

\_\_\_\_\_  
Witness's name and Passport/HKID number

\_\_\_\_\_  
Witness's signature

Received on the day and year first above written )  
of and from the Tenant the sum of HONG KONG )  
DOLLARS [\* (HK\$\*)] ONLY being the total )  
deposit money hereinbefore mentioned to be paid )  
by the Tenant to the Landlord. )

Received [\* (\*)] key(s) of the Premises, and [\* )  
(\*)] key(s) of the letterbox by the Tenant. )