

LICENCE AGREEMENT

Specific Terms 具體條款

Licensor 許可人	Name: Blossom Fortune Limited Business Registration No.: 66738720-000-10 Address: Unit 04, 38/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong
Licensee 許可持有人	[Name] [姓名]
Identification Document of Licensee 許可持有人身份證明文件	[ID Type] [ID Issue Country] [ID No]
Space 該空間	Bed Space [X] of Room [X] (Room type: [X]), Flat [X], [X]/F, and shared Kitchen, Bathroom, and Living Room within the Flat, at "YHill" 71-77 Hill Road, Hong Kong.
Start Date 開始日	[16/08/2023]
End Date 終止日	[31/07/2024]
Licence Fee 該許可費用	[HKD]
Security Deposit 該擔保按金	[HKD]
Utility Deposit 該公共費用預繳金	[HKD]
Payment Schedule 付款時間表	On or before [29/03/2023] Security Deposit On or before [01/08/2024] Licence Fee and Utility Deposit On or before [01/12/2024] Licence Fee and Utility Deposit
Notes 備注	Not applicable.

This Agreement, including the Specific Terms and General Terms will be effective when signed by both parties. In the event of any conflict between the Specific Terms and General Terms, the Specific Terms shall prevail.

本協議，包括具體條款和一般條款，經雙方簽署後生效。如果具體條款與一般條款有任何衝突，以具體條款為準。

Licensor 許可人 (Authorized Person: [Name])) Licensee 許可持有人 [Name] [姓名]
Telephone: +852	Telephone:
Email address:	Email address:
Sign date:	Sign date:

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General Terms

一般條款

1. In the Agreement, the following definitions shall apply(以下定義適用於本協議中):

- 1.1. "Agreement" means collectively the Specific Terms, the General Terms and the Appendices (本協議" 特定條款、一般條款及附件的組合);
- 1.2. "Building" means the building in which the 4 is located ("該大廈" 指該空間所位於的大廈);
- 1.3. "End Date" has the meaning specified in Specific Terms; ("終止日" 具有特定條款中指定的含義);
- 1.4. "Force Majeure Event" means any unforeseeable or unavoidable event over which the Licensor has no control, including but not limited an Act of God, war, civil war, rebellion, riots, civil commotion, strikes or pandemic; ("不可抗力事件" 指不能預見或不能避免或無法控制的事件, 包括但不限於天災、戰爭、內戰、叛亂、暴動、暴亂、罷工或大流行病);
- 1.5. "Handover Date" means the End Date or the date of the Licensee delivering vacant possession of the Space (including removing his/her belongings from the Space), whichever is earlier ("該移交日期" 指終止日或許可持有人交回該空間的空置管有權 (包括將其物品從該空間中移走) 之日, 以較早者為準);
- 1.6. "Licence Fee" has the meaning specified in Specific Terms ("該許可費用" 具有特定條款中指定的含義);
- 1.7. "Payment Schedule" has the meaning specified in the Specific Terms ("付款時間表" 具有特定條款中指定的含義);
- 1.8. "Rules" means House Rules of the Building set out in Appendix 1 ("該規則" 指本協議附件 1 所列出的該大廈管理規則);
- 1.9. "Security Deposit" has the meaning specified in Specific Terms ("該擔保按金" 具有特定條款中指定的含義);
- 1.10. "Shared Facilities" means roof terrace, garden terrace and activity room ("該共用設施" 指天台、花園平台及活動室);
- 1.11. "Space" has the meaning specified in Specific Terms and has the following furniture and fittings therein: including but not limited to bed and mattress, desk and chair, and storage cabinet in the room, dining table, chairs, storage cabinet in the living room; gas cooker, refrigerator, range hood and microwave oven in the kitchen. ("該空間" 具有特定條款中指定的含義及有以下

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傢俱及裝置；包括並不限於房間內的床，床墊，書檯，椅子，儲物櫃；客廳內的餐檯、餐椅及儲物櫃； 廚房內的煤氣爐、雪櫃、抽油煙機及微波爐。);

- 1.12. “Specific Terms” means the specific terms set out on the front page of this Agreement (“特定條款”指特定條款在本協議首頁所列出的特定條款);
- 1.13. “Start Date” has the meaning specified in Specific Terms (“開始日”具有特定條款中指定的含義);
- 1.14. “Term” means a period commencing on Start Date and ending on End Date (both days inclusive) (“該使用期”指從開始日起至終止日止(首尾兩天包括在內));
- 1.15. “Utilities Deposit” has the meaning specified in Specific Terms. (“該公共費用預繳金”具有特定條款中指定的含義。);

2. Subject to the Licensee observing and performing his obligations under this Agreement and subject to the provisions of this Agreement, the Licensor grants to the Licensee a non-exclusive licence to use the Space and the Shared Facilities during the Term. (在許可持有人遵守及履行其在本協議中的義務及本協議中的規定的前提下，許可人授予許可持有人許可於該使用期內非獨家使用該空間及該共用設施。).
3. Subject to the due payment of the Licence Fee and other payable payments under this Agreement in accordance with the Payment Schedule and obligations on the part of the Licensee herein duly fulfilled, the Licensee may commence to use the Space and the Shared Facilities and the Licensor shall procure the provision of wifi access, water, gas, electricity and weekly cleaning service (floor and bathroom cleaning only) to the Space and to the Shared Facilities. The Licensor shall not be liable for any interruption or suspension of such service unless such interruption or suspension is due to its gross negligence or willful misconduct. (在許可持有人準時按付款時間表交付許可費用及其他本協議下應付的款項及遵守本協議下其義務的前提下，許可持有人可以使用該空間及該共用設施而許可人會促使供應無線互聯網服務、水、電、煤氣及每周提供清潔服務（只限地板及浴室清潔）予該空間及該共用設施。許可人不會就任何該等服務中斷或暫停負責，除非該中斷或暫停是由許可人的嚴重疏忽或故意不當行為所造成。)
4. The Space shall only be used by the Licensee for his/ her own accommodation. The Shared Facilities can only be used by the Licensee for their designated purposes. (許可持有人只可將該空間作其個人住宿之用。許可持有人只可按該共用設施的指定目的使用該共用設施。)
5. This Agreement is personal to the Licensee and is non-transferable. The Licensee shall not assign, transfer, sub-license his rights or obligations under this Agreement (including but not limited to the licence to use the Space) to any other person with or without consideration without the prior written approval of the

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Licensor. (本協議權益為許可持有人個人擁有。許可持有人不得在未得許可人事先書面許可前向任何人轉讓、轉移或分許可本協議下其權力或義務（包括但不限於該空間的使用許可），不論有或沒有代價。)

6. To secure the Licensee's due observance and performance of this Agreement, the Licensee shall (in accordance with the Payment Schedule) pay to the Licensor a deposit ("the Security Deposit") which shall be returned to the Licensee without interest within 25 working days after expiration or sooner determination of this Agreement and after delivery of vacant possession of the Space (together with the furniture and fittings in the Space) in good clean tenantable condition and in proper working order and after settlement of the last outstanding claim by the Licensor against the Licensee under this Agreement, whichever shall be the later, provided that, if the Licensee shall not perform or observe or be in breach of any provisions of this Agreement, the Licensor may, without prejudice to any other rights that the Licensor has or may have against the Licensee, deduct from the Security Deposit any costs, damages, losses or expenses incurred or suffered by the Licensor. (為保證許可持有人遵守及履行本協議，許可持有人須根據付款時間表付給許可人按金（“該擔保按金”）。該擔保按金在本協議到期或提早終止時，及於交回該空間的空置管有權(連同該空間內的全部家具及裝置)並處於良好的維修及狀態及於解決許可人於本協議下針對許可持有人的最後尚未支付的申索（以較後者為準）後的 25 工作天內無息退回許可持有人。但如許可持有人不遵守或不履行或違反本協議的任何條款，許可人可在不損害許可人針對許可持有人的及可能有的任何其他權利的情況下，於該擔保按金中扣除許可人招致或蒙受的任何費用、賠償、損失或支出。)
7. The Licensor may, but is not obliged to, use the Security Deposit or any part thereof to settle all liabilities caused by any breach of this Agreement on the part of the Licensee. For the avoidance of doubt, the Licensee shall not use the Security Deposit to set-off the Licence Fee or any part thereof. (許可人有權，但無責任，使用該擔保按金或其任何部份作償還因許可持有人的任何違反本協議所引起的一切法律責任。為免存疑，許可持有人不得使用該擔保按金抵銷該許可費用或其任何部分。)
8. 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. (如果許可人在該使用期間根據本協議從該擔保按金中扣除任何款項，許可持有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。許可人有權因許可持有人未能根據此條款支付相關金額而立即終止本協議。)
9. The Licensee shall pay to the Licensor the Utilities Deposit to cover the Licensee's share of the charges for gas, water and electricity of the Space during the Term. If the Utilities Deposit exceeds the Licensee's

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share of the actual accumulated charges on the Handover Date, the balance shall be refunded to the Licensee within 25 working days after the Handover Date. If the Utilities Deposit is not sufficient to cover the Licensee's share of the actual accumulated charges, the shortfall will be deducted from the Security Deposit. (許可持有人須支付予許可人該公共費用預繳金，用以繳付許可持有人於該使用期內使用該空間的共用煤氣費、水費及電費的份額。如果該公共費用預繳金在該移交日期超過許可持有人實際累積費用的份額，則餘額將在該移交日期後 25 個工作天內退還給許可持有人。如果該公共費用預繳金不足以支付許可持有人實際累積費用的份額，則欠款將從該擔保按金中扣除。)

10. The Licensee shall make payments in accordance with the Payment Schedule. (許可持有人須按付款時間表付款。)
11. If the Licence Fee or any part thereof or any other monies payable under this Agreement is overdue, the Licensee shall further pay to the Licensor interest at the rate of 2% per month on the amount unpaid from the date on which the same ought to have been paid to the date of actual payment. (如果許可持有人沒有準時交付許可費用或其他本協議下應付的費用，許可持有人須額外支付自任何應付未付款項的到期日起至實際付款之日的逾期利息，按每月 2% 的利率計算。)
12. If such payable monies are unpaid for seven (7) days after the same shall become payable, it shall be lawful for the Licensor to forfeit the Security Deposit in full absolutely and to re-enter on the Space whereupon this Agreement shall absolutely cease and determine without prejudice to other rights of action by the Licensor under this Agreement. Upon the Licensor exercising its right of re-entry hereinunder, the Licensee shall collect all his/her personal belongings in the Space from the Licensor within three (3) days of the Licensor informing the Licensee of the same. At the expiration of the three-day notice, the Licensor shall at its liberty to dispose all the personal belongings in the Space at its absolute discretion without any further prior notice to the Licensee. (若逾期 7 天仍未償還，許可人有權全數沒收該擔保按金及重收該空間，而本協議亦立即停止及取消，但不影響許可人在本協議下任何追討許可持有人的權利。若許可人根據此條款重收該空間後，許可持有人必須在許可持有人通知許可人領回自己物品的三天內領回自己所有在該空間內的物品，否則許可人有絕對權自由決定處置該空間內的所有物品而不再作另行通知。)
13. The Licensor may, but is not obliged to, use the Security Deposit or any part thereof to settle all liabilities caused by such breach. After such settlement, the Licensee must, on demand by the Licensor, top up Security Deposit to its original amount. For the avoidance of doubt, the Licensee shall not use the Security Deposit to set-off the License Fee and/or the Utilities Deposit or any part thereof. The Licensor shall refund the Security Deposit or the balance thereof to the Licensee without interest within 25 working days from the Handover Date or the settlement of all outstanding liabilities of the Licensee under the

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Agreement and the Rules, whichever is later. (許可人有權，但無責任，使用該擔保按金或其任何部份作償還因該違約行為所引起的一切法律責任。在有關償還完成後，許可持有人必須按許可人的要求，補加該擔保按金至其原來的數額。為免存疑，許可持有人不得使用該擔保按金抵銷該許可費用及/或該公共費用預繳金或其任何部分。許可人須於移交日期後或償還許可持有人因違反本協議及該規則所引起的所有法律責任後（以較遲者為準）的 25 個工作天內無息退還該擔保按金或其餘下部分予許可持有人。)

14. Notwithstanding anything to the contrary contained herein, in the event that the Licensee has breached any terms of the Agreement or the Rules, the Licensor has the right to immediately deny the Licensee access to the Space and the Shared Facilities and the Building. Furthermore, the Licensor may, at its option and without affecting any other remedies available to it under law, terminate the Agreement by notice whereupon the license for the Licensee to use the Space and Shared Facilities shall cease immediately. (儘管本文載有任何相反規定，若許可持有人違反本協議或該規則的任何條款，許可人有權立即拒絕許可持有人進入該房間、該共用設施及該大廈。另外，許可人可以在不影響法律附予它的任何其他補救方法的前題下，選擇以出具通知終止本協議，而授予許可持有人使用該空間及該共用設施的許可會立即終止。)
15. At the expiration or sooner termination of the Term, the Licensee shall complete all check-out procedures before the Check-out Time on the Handover Date and deliver up the Space with vacant possession (together with the furniture and fittings in the Space) in good clean and tenantable repair and condition and remove all his/her personal properties immediately failing which all personal properties left by the Licensee in the Space or the Shared Facilities shall be considered as abandoned properties and the Licensor shall have the right to remove and dispose of all such personal properties without notice at the costs of the Licensee. Any loss and damage to such personal belongings in the course of disposal by the Licensor shall also be borne by the Licensee solely. (當該使用期屆滿或因任何其他理由提早終止，許可持有人必須立即於該移交日期退房時退房手續並交回該空間的空置管有權(連同該空間內的全部家具及裝置)並處於良好的維修及狀態及搬走及她/他的所有私人物件，否則任何遺留在該空間或該共用設施的私人物件均當作被棄置物而許可人有權在不出具通知將該等私人物件搬走及處置，而所有費用由許可持有人承擔。任何因許可人處置該等私人物件時對該等私人物件造成的損失及損壞由許可持有人承擔。)
16. The Licensee must fully comply with the Rules, which the Licensor reserves the right to amend from time to time. (在該使用期內，許可持有人必須遵守該規則，而許可人保留不時修改該規則的權利。)
17. The Licensee acknowledges that he/she does not have exclusive possession of the Space and Shared Facilities. The Licensee further acknowledges that the Licensor shall have absolute discretion to access

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the Space and Shared Facilities, with or without notice, at any time for the purpose of cleaning, inspection, security, repair, maintenance and for any other purpose and the Licensee shall raise no objection in relation thereto. The Licensor may relocate the Licensee to another Space within the same Building with prior notice provided the relocation Space shall be of the same room type as, or of a better quality room type than, the originally assigned Space. There will be no additional Licence Fee due to relocation. (許可持有人確認他/她不持有專用該空間及該共用設施的權利。許可持有人進一步確認許可人可在不須提前通知下，有絕對權進出該空間及該公用設施，作清潔、檢查、保安、維修、保養及其他用途，許可持有人不得異議。許可人可不時以預先通知要求許可持有人遷移到在同一棟大廈內的另一空間，但替換空間的房型須與原先獲分配的空間的房型相同或為較高等級的房型。該許可費用不會因遷移而增加。)

18. The Licensee acknowledges that the Term shall be a fixed term and the Licensee shall have no right to early terminate the Agreement in any circumstances. Any Licence Fee already prepaid to the Licensor shall be non-refundable and non-transferable in any circumstances. (許可持有人知悉該使用期是固定而且在任何情況下都沒有權力提早完結本協議。任何已向許可人支付的該許可費用在任何情況下都不得退還及不得轉讓。)
19. In the event that there is a change in the ownership or management of (a) the Licensor or (b) the Building or (c) the registered owner of the Building, the Licensor shall have the right to terminate this Agreement by serving a three-month prior notice in writing to the Licensee. In the event that the Agreement is terminated during the Term (“the New End Date”), the Licensee shall continue to observe and perform his obligations under the Agreement up to and inclusive of the New End Date and the Licensor shall refund the unused portion of the paid Licence Fee for the remaining period of the Term (as from but exclusive of the New End Date) (subject to any lawful deduction as provided hereinabove) and no further loss or damages shall be claimed by the Licensee. (如果(a)許可人或(b)該大廈或(c)該大廈的註冊擁有人的擁有權或管理權有改變，許可持有人有權以三個月書面通知許可持有人提早終止本協議。如果本協議提早終止的日期為該使用期內（「新終止日」），許可持有人須繼續遵守本協議下的所有義務直至及包括新終止日，許可人會（經本協議下的條款賦予合法扣減後）就該試用期餘下的日子按比例退還該許可費用的餘款予許可持有人，許可持有人不得因此再有任何損失或損害的申索。)
20. The Licensor shall not in any circumstances be under any liability whatsoever to the Licensee or any other person whomsoever in respect of any loss damage or injury of whatsoever nature (direct or consequential) whether to person or property which may be sustained or suffered by the Licensee caused

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by or through or in any way owing to or in connection with (without limitation): (a) The act neglect or default of the other licensees, occupiers and users of the Building; (b) Any Force Majeure Event; (c) Any failure breakdown malfunction defect or interruption of or in the supply of wifi, gas, electricity or water to the Property or the Shared Facilities; (d) The defective or damaged condition of the Space (including the furniture and fittings therein), the Building, if any, or any part thereof; and (e) The security or safekeeping of the Space, the Building or any contents therein. Nor shall any of the Licence Fee and any other sums reserved to be payable by the Licensee herein abate nor shall the Licensor be regarded as being in breach of the provisions of this Agreement by reason of any of the foregoing. (在任何情況下，許可人不須對許可持有人或任何人就因以下的事件（不論是任何方式）導致許可持有人遭受個人或物件上的任何損失、損壞或損害負任何責任（包括但不限於）：(a) 其他該大廈的許可持有人、佔用人或使用者的行為疏忽或失責；(b) 任何不可抗力事件；(c) 任何對該空間或該共用設施的無線互聯網服務、水、電、煤氣的供應的故障、停頓、失常、缺陷或干擾；(d) 該大廈或該空間（包括房間內的傢俱及裝置）或其部分（如有）的欠妥或損毀的狀況；(e) 該空間或該大廈或空間或大廈內的物件的保安及看管。上述任何事件均不能當作許可人違反本協議或藉此減除許可持有人需就本協議支付的該使用費或任何應付的款項的理由。

21. The Licensee shall at all times preserve the confidentiality of all the terms and conditions of this Agreement, including but not limited to the amount of the monthly Licence Fee, and shall not disclose and shall ensure that no person or party associated with the Licensee shall disclose any terms or conditions of this Agreement. (許可持有人須在任何時候就本協議的任何條款及條件保密，包括但不限於許可費用的數目並不會披露及確保任何與許可持有人有關連的一人或一方不會披露本協議的任何條款及條件。);
22. The parties acknowledge that neither this Agreement nor the Licensee's use of the Space or any part thereof shall constitute a landlord and tenant relationship between the Licensor and Licensee. (雙方確認本協議或許可持有人使用該空間或其任何部分均不構成許可人及許可持有人之間任何業主或租客的關係。);
23. Any notice from the Licensor to the Licensee may be given by email, WhatsApp, WeChat or any other electronic medium provided by the Licensee to the Licensor. Notice from the Licensee to the Licensor must be given in writing to be served on the then registered office of the Licensor. (由許可人出具予許可持有人的通知可以透過電郵、WhatsApp、微信及其他由許可持有人提供予許可人的電子通訊方式完成。由許可持有人出具予許可人的通知必須以書面方式提交許可人當時的公司註冊地址。);
24. No person other than the Licensor or the Licensee shall have any right under this Agreement, nor shall

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this Agreement be enforceable by any person other than the parties pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623). (除許可人及許可持有人以外的任何人均不享有本協議下的任何權利，並且本協議也不得由雙方以外的任何人根據《合同（第三方權利）條例》(第 623 章)強制執行。);

25. This Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties submit to the jurisdiction of the courts of the Hong Kong Special Administrative Region. (本協議受香港特別行政區的法律規管，並按照香港特別行政區的法律詮釋。各方均同意受香港特別行政區法院的司法管轄權管轄。);
26. This Agreement sets out the full agreement between the parties hereto and supersedes and replaces all previous agreements (if any) whether in writing or implied between the parties. (本協議書構成雙方的全部協議並取代雙方之間有關本協議的任何先前協議（不論是以書寫形式或隱含的）。);
27. Unless the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing the masculine, feminine or neuter gender shall include the others of them. (除非文意中有不同釋義，否則單數詞之含義包括複數詞及反之亦然；而單一性別之詞語亦包含所有性別。);
28. The Agreement is executed in duplicate and each party shall keep one executed counterpart. (本協議一式兩份，雙方各執一份。);
29. The Chinese version of this Agreement is for reference only. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail. (本協議的中文版本僅供參考，若中文版本與英文版本有差異，概以英文版本為準。);

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Appendix 1

附件 1

House Rules of YHill (“Rules”)

YHill 住宿規則 (“該規則”)

General Terms

一般條款

1. Aim (目的)

- 1.1. The primary aim of these Rules is to regulate the use of the Building so as to promote a harmonious living environment and a comfortable place for all users to rest, socialize and study. (該規則的主要目的為規管該大廈之使用，並藉此為所有使用者創造一個和諧的住宿環境，以及一個可供休息、社交及學習的舒適地方。)

2. Interpretation (釋義)

- 2.1. All definitions used in the license agreement of the Space and Shared Facilities to which these Rules are annexed shall apply, unless otherwise stated. (除非另有列明，所有在就該空間及該共用設施的特許協議(該規則作為其附件)中的定義均適用於該規則。)
- 2.2. “Management Office” means the management office of the Licensor situated at the Building. (“管理處”指許可人位於該大廈的管理處。)
- 2.3. “Other Licensees” means all licensees of the Building other than the Licensee. (“其他許可持有人”指所有該大廈的其他許可持有人但非許可持有人。)
- 2.4. “Visitors” means all persons visiting the Building including Visitors of the Licensee. (“訪客”指所有造訪該大廈的人士，包括許可持有人的訪客。)

3. Smartcards (智能卡)

- 3.1. Smartcards are issued to the Licensee for (許可持有人獲發智能卡以作以下用途)：
- 3.1.1. Door of the Space 該空間門口
- 3.2. The Licensee should keep his/her assigned smartcards safe. Transfer of any smartcard is strictly prohibited. (許可持有人須妥善保管其獲分配的智能卡。嚴禁轉讓任何智能卡。)
- 3.3. Duplication of smartcards or holding multiple smartcards is strictly prohibited. (嚴禁複製智能卡或持有多張智能卡。)
- 3.4. All assigned smartcards must be returned to the Management Office on Handover Date. (獲分配的智能卡必須在該移交日期全數歸還給管理處。)

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- 3.5. The Licensee should report to the Management Office immediately of any loss or damage to the smartcard assigned to him/her. (如許可持有人的智能卡有任何丟失或損壞，須立即向管理處報告。)
4. Smartcards Access Control (智能卡出入管理)
- 4.1. For security reasons, the Licensee is required to use smartcard assigned to him/her for gaining access to the Building. (基於安全理由，許可持有人必須使用其獲分配的智能卡，方可進入該大廈。)
- 4.2. The Licensee who forgets to bring his/her smartcard for entering the Building is required to fill in "Licensee Entry Permission Record" and present his/her personal valid identity card for verification at the Management Office before gaining access. (許可持有人如忘記攜帶其智能卡進入該大廈，須到管理處填寫《許可持有人進入許可記錄》及出示其有效個人身份證明文件以作核對後，方可進入該大廈。)
5. Respect for Other Licensees (尊重其他許可持有人)
- 5.1. Actions or behaviors which may interfere with Other Licensees' rights to privacy, time to study and rest, or normal use of facilities in the Building is prohibited. (禁止所有可能干擾其他許可持有人就隱私、學習和休息時間或正常使用該大廈內設施的權利之行動或行為。)
- 5.2. The Licensee should not enter the Space of Other Licensees without getting consent from the Other Licensees. (未經其他許可持有人同意，許可持有人不得進入其他許可持有人的臥室。)
- 5.3. The Licensee should be properly attired in all common areas of the Building, including the Shared Facilities, at all times. (在任何時候，許可持有人應在該大廈的公共地方(包括該共用設施)穿著得體。)
- 5.4. The Licensee should not behave in any manner which create disturbance to Other Licensees in any circumstances. (在任何情況下，許可持有人不得以任何方式騷擾其他許可持有人。)
6. Quiet Hours and Noise Level (安靜時間及聲量)
- 6.1. The Quiet Hours of the Building is from 23:00 to 09:00 of the next day and all public holidays. The Licensee should avoid creating noise in any parts of the Building, including areas outside the entrance of the Building within the Quiet Hours. (該大廈的安靜時間為 23:00 至次日 09:00 及所有公眾假期。安靜時間內，許可持有人應避免在該大廈的任何部分產生噪音，包括在該大廈入口外的區域。)
- 6.2. At all times other than the Quiet Hours, the Licensee should keep his/her noise level reasonable so as not to cause nuisance to neighbors and Other Licensees. (安靜時間以外的任何時間，

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許可持有人應確保其發出的聲量合理，以免對鄰居和其他許可持有人造成滋擾。）

7. Personal Properties (個人財物)

- 7.1. The Licensee is responsible for his/her personal properties. The Licensor is not responsible for any loss of personal properties. (許可持有人須為自己的個人財物負責。許可人不會為任何個人財物的損失負責。)

8. Public Properties (公共財產)

- 8.1. The Licensee should not remove any furniture, fitting, fixture or facilities provided for common use in the Building without prior approval of the Licensor. (未經許可人事先批准，許可持有人不得移走該大廈內共用的任何傢俱、裝置、固定附着物或設施。)
- 8.2. The Licensee should not deface, defile or otherwise damage any wall or any structure of any kind, or any furniture, fitting, fixture or facility provided for use in the Building, or install any new utility or fitting without prior approval from the Licensor. (未經許可人事先批准，許可持有人不得污損、玷污或損壞任何牆壁、任何類型的構築物或任何於該大廈中共用之傢俱、裝置、固定附着物或設施，或安裝任何新的設施或裝置。)

9. Shared Facilities (共享設施)

- 9.1. The Licensor shall have the rights to (a) designate or re-designate or alter the user or nature or location of the Shared Facilities or any part(s) thereof; or (b) change the opening time of the Shared Facilities or any part(s) thereof and the Licensee shall have no claim whatsoever against the Licensor and shall not refuse to perform or observe the terms or conditions of this Agreement as a result of or arising from the aforesaid. (許可人有權 (a) 指定或重新指定或更改共享設施或其任何部分的用途，性質或位置；(b) 更改共享設施或其任何部分的開放時間，許可持有人不得就上述所導致或引起的一切向許可人提出任何索賠，及不得拒絕履行或遵守本協議的條款或條件。)

10. Visitors (訪客)

- 10.1. Licensee may only have one visitor at any point in time. (許可持有人每次只可以邀請一名訪客到訪。)
- 10.2. Visitors are only allowed from 09:00 - 23:00. (訪客時間為 09:00 至 23:00。)
- 10.3. Licensee must obtain consent from all Other Licensees within the same flat before inviting a visitor into the Space. (許可持有人必須得到單位內所有其他許可持有人的同意，才能帶訪客進入該空間。)
- 10.4. Licensee shall be liable for a fine of HK\$2,000 per breach of the above Rule on Visitors. (如違反上述訪客規則，許可持有人會被按每次違反規則罰款港幣 2,000 元。)

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10.5. The Licensee who invites Visitors to the Building shall be responsible for their conduct and bear any damage costs. (邀請訪客進入該大廈的許可持有人須對其訪客的行為負責及承擔任何損壞之費用。)

11. Designated Residence Floor for Female (女性專用的住宿樓層)

11.1. Male Licensee should not enter the Female designated residence floor between 23:00 midnight to 9:00 of the next day. (男性許可持有人不可在晚上十一時至翌日早上九時期間進入特定為女性專用的住宿樓層。)

12. Electrical Appliances (電器)

12.1. Without prior approval of the Licensor, electrical appliances like washing machine, microwave oven, rice cooker or furniture, are not allowed to be brought into the Building. (未經許可人事先批准, 不得將電器如洗衣機、微波爐、電飯煲等或傢俱帶入該大廈。)

12.2. Any electrical appliances not fulfilling the standard of the certificate of safety compliance provided by EMSD should not be used in the Building. The Licensor reserves the right to claim for any damages and loss or fire hazard created by the use of appliances that do not comply the standard or misuse of any electrical appliance by the Licensee. (任何不符合機電工程署安全規格證明書的標準的電器均不得在該大廈內使用。許可人保留對因許可持有人使用不符合標準電器或濫用任何電器而招致的任何損害賠償和損失或火災危險提出申索的權利。)

12.3. The Licensor will request the Licensee to remove at his/her own cost any appliances or items which are not allowed to be brought into the Space, or any equipment used in such a way that disturbs or endangers others. If the Licensee do not comply with such request, the Licensor may remove and dispose them as the Licensor may see fit and the cost of such removal and disposal shall be borne by the Licensee. Further, the Licensee shall be liable for a fine of HK\$2,000. (許可人可要求許可持有人自費拆除任何不獲許帶入該空間的用具或物品、或任何會干擾或危及他人的設備。如果許可持有人不遵守此等要求, 許可人可在許可人認為合適的情況下將其移除和處置, 而該移除和處置的費用須由許可持有人承擔。再者, 許可持有人會被罰款港幣 2,000 元。)

12.4. The Licensee should make his/her best effort to save energy. (許可持有人應盡最大努力節約能源。)

13. Safety Matters (安全事項)

13.1. Cooking is only allowed in the Kitchen. (只限於廚房內煮食。)

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- 13.2. Possession of chemicals, explosives or highly combustible is strictly prohibited. (嚴禁管有化學品、爆炸物或高度易燃物品。)
- 13.3. Open flames, including candles and incense, are prohibited in any part of the Building. (該大廈內任何地方禁止使用明火，包括蠟燭和香熏。)
- 13.4. Interference of fire service devices is prohibited. (禁止干擾消防設備。)
- 13.5. In order to provide safe exit in an emergency, all fire exits, corridors, lift lobbies and stairwells must always be kept clear from any obstructions. Any personal object which causes such obstructions may be removed by the staffs of the Licensor without prior notice. (為在緊急情況下提供安全疏散，所有消防通道、走廊、電梯大堂及樓梯間必須時刻保持暢通無阻。許可人的員工可以在不事先通知的情況下移走任何造成阻礙的個人物品。)
- 13.6. Report of any damage or malfunction of any windows in the Space should be made to the Management Office at once for repair and maintenance. (該空間內的任何窗戶如有損壞或故障，應立即向管理處報告，以進行維修和保養。)
- 13.7. If the fire alarm is triggered due to any activities done by the Licensee in the Space or the Shared Facilities, the Licensee will be charged HK\$2,000 per occasion. (如果因任何許可持有人在該空間或該共用設施的活動而觸發火警鐘，許可持有人會被罰款港幣 2,000 元。)
14. Smoking and Drugs (吸煙及藥物)
- 14.1. Smoking, excessive consumption of alcohol and taking dangerous drugs (according to Dangerous Drugs Ordinance) is strictly prohibited in any part of the Building. If it is discovered that the Licensee or any of the Licensee's visitors smoking or taking dangerous drugs in any part of the Building, the Licensee shall be liable to a fine of HK\$2,000. (該大廈內任何地方嚴禁吸煙及吸食危險藥物(根據危險藥物條例釐定)。一經發現許可持有人或其訪客吸煙, 過量攝取酒精飲料或吸食危險藥物, 許可持有人會被罰款港幣 2,000 元。)
15. Gambling (賭博)
- 15.1. Gambling of any form is strictly prohibited in any part of the Building. (該大廈內任何地方嚴禁進行任何形式的賭博。)
16. Cleanliness (整潔)
- 16.1. It is the Licensee's responsibility to keep the Space clean and tidy. The Licensor reserves the right to conduct maintenance and safety check on a monthly basis without prior notice. (保持該空間乾淨整潔是許可持有人的責任。許可人保留在未有事先通知的情況下，每月進行一次空間檢查以進行保養和安全檢查的權利。)

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16.2. It is the Licensee's responsibility to avoid food keeping inside the refrigerator that are spoiled and decayed. The Licensor reserves the right to clear any spoiled or decayed food once a month without prior notice and the Licensor shall not be liable for any loss or damage in relation thereto. (許可持有人有責任確保雪櫃內的食物不會變質或腐爛。許可人保留每個月一次在不需提前通知下清走雪櫃內變質或腐爛食物的權利，而許可人不需要為清走該等食物而所引致的損失負責。)

17. Commercial/ Promotion Activities (商業/促銷活動)

17.1. Commercial promotions and activities are prohibited in the Building. Sale of any goods or services in the Building is not allowed without prior approval of the Licensor. Distribution of promotional items to the mail boxes is prohibited without prior approval of the Licensor. (該大廈內禁止進行商業促銷和活動。未經許可人事先批准，不得在該大廈內銷售任何商品或服務。未經許可人事先批准，禁止在大廈郵箱分發促銷品。)

18. Pets (寵物)

18.1. Pets are strictly prohibited in the Building. If it is discovered that the Licensee has kept any pets in the Space or in the Building, the Licensee shall forthwith arrange to remove the pet from the Space or the Building. (任何寵物不得進入該大廈。一經發現許可人在該空間或該共用設施管有寵物，許可人會要求許可持有人帶走該寵物。)

19. Waste Control (垃圾處理)

19.1. The Licensee must put his/her own waste in the waste bins located at the back stairs of each floor. Large item should be directly disposed to the designated bins located on the Ground Floor (G/F). (許可持有人必須自己將垃圾放進位於每個樓層後樓梯的垃圾箱內。大型物品需直接棄置於地下的指定垃圾桶內。)

20. Sickness (生病)

20.1. A Licensee who is sick should seek medical treatment immediately and report such sickness to the Management Office. (任何許可持有人如感不適應立即就醫，並向管理處報告病況。)

20.2. A Licensee who suffers from communicable disease shall comply with such isolation and treatment measures as may be requested by the Management Office. (如許可持有人感染傳染病，必須遵守管理處可能要求的隔離和治療措施。)

21. Letters, Parcels and Delivery (信件、郵包、快遞)

21.1. The Licensor will not receive any parcels or deliveries (including take-away food) on behalf of any licensees. The Licensee is required to pick up own parcel or delivery from the self pick-up shelves located on G/F of the Building within the specific period informed by the respective

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logistic companies. (許可人不會代收任何包裹或郵件 (包括外賣食物)。許可持有人須於物流公司指定時間內自行前往該大廈位於地下的自取提貨櫃領取自己的包裹及郵件。)

- 21.2. The Licensor has the absolute discretion to reject receipt of any parcels or deliveries. For the avoidance of doubt, the Licensor shall not receive and keep the following items:- Perishable items (including but not limited to flowers, packed take-away food); parcels or deliveries with freight collect; parcels or deliveries that require identity proof and oversized packages (limit: 100 cm x 50 cm x 30 cm). (許可人有絕對權拒絕接收以下包裹或郵件。為免存疑，許可人不會接收及保管以下物件：-易枯萎及變壞的物件 (包括但不限於花、包裹式的外賣食物)；到付包裹或郵件；需要核對身份證明的包裹或郵件及過大郵件 (限制：100 厘米 x50 厘米 x30 厘米)。。)

22. Breach (違規)

- 22.1. In respect of any breach of any Rules by a Licensee or a Visitor of the Licensee (as conclusively determined by the Management Office), the Licensor may terminate the license agreement between the Licensor and the Licensee and sue for damages. In respect of any other breach by the Licensee or a Visitor of the Licensee, the Management Office will give a written warning to the Licensee. If there shall be repeated breach of such Rules, the Management Office may terminate the said license agreement and sue for damages. Appendix 2 provides a list of the indicative charges for certain breaches and damages. The Licensor reserve the rights to claim damages by any other means. (任何許可持有人或其訪客違反該規則的任何一條 (管理處有最終決定權)，許可人有權終止許可人與許可持有人之間的許可協議並就損害賠償作出申索。對於許可持有人或其訪客之任何其他違規行為，管理處會向該可持有人發出書面警告。如經警告後仍然多次違反該規則，管理處有權終止該許可協議並就損害賠償作出申索。附件 2 列出違約及破壞行為的清單及相應罰款，許可人保留以任何方式追討該破壞損失。)

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Appendix 2

附件 2

Charges for Breach of Contract

違約的費用

The Licensee will be charged for damaged or lost facilities (except for fair wear and tear). Any items left behind may be disposed of as rubbish at the prevailing charge. Charges listed below, while not meant to be exhaustive, help to illustrate the charges for some damaged or lost items. Damage or loss of other facilities not listed below may be charged at cost. The Licensor reserves the right to revise those charges from time to time as deemed necessary. Revised charges will be announced to the Licensee.

It shall be the responsibility of the Licensee and Other Licensees of the Space, individually and collectively, to safeguard all the properties including furniture, fittings and gadgets of the Space. For any damage to, or loss of, any property from the Space, the Licensee will be held directly responsible; and for any damage to any furniture, fittings, structure or part thereof at any part of the Space shall be held collectively responsible.

如有設施損壞或丟失（自然損耗除外，許可持有人將被收取費用。任何遺留的物品會當作垃圾並按現行收費處理。以下列出的費用雖不詳盡無遺，但有助列明某些損壞或丟失物品的收費。許可人亦可能就以下並未列出的其他設施之損壞或丟失收取費用。許可人保留不時修改此等收費的權利。修改後的收費將向許可持有人公佈。

許可持有人及該空間的許可持有人個別地有責任保護該空間的所有財產，包括傢俱、裝置以及配件。許可持有人將直接負責對於該空間內任何財產的任何損壞或損失及對於該空間內任何傢俱、裝置以及結構或部份內任何財產的任何損壞或損失。

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Item 項目	Item 項目	
Space 該空間		
1. Smartcard 智能卡	\$200	per card 每張卡
2. Loss of Visitor Card 丟失智能卡	\$500	per card 每張卡
3. Bed 床	\$9000	per item 每項
4. Desk 書桌	\$2000	per item 每項
5. Chair 椅子	\$1,000	per item 每項
6. Wardrobe 衣櫃	\$6,500	per item 每項
7. Curtain 窗簾	\$1,000	per item 每項
8. Table Lamp 檯燈	\$200	per item 每項
9. Air conditioner remote control 冷氣遙控器	\$500	per item 每項
Co-living 該公用空間		
1. Mark or Damage to Wall/ Ceiling / Door任何牆壁/天花板/門的塗污或損壞	\$100	per square feet 每平方尺
2. Toilet Board 廁板	\$150	per item 每項
3. Damage to electrical appliances resulting from abuse, misuse or accidents. 任何由濫用、錯誤使用、意外引致的電器損壞	\$2000	Per item 每項
Removal Charges for Items Left Behind 遺留物品的清理費		
1. Administrative charge for the claim of big items left at the back stair or corridor (items cannot put in the rubbish bin) 領取後樓梯及走廊遺留的大件物件（不可放入垃圾箱）的行政費	\$500	per time 每次
2. Administrative charge for the claim of items left inside space after check-out 退房後領取遺留空間內物品的行政費	\$1,000	per time 每次
3. Administrative charge for rubbish handling left inside space and shared facilities after check-out 退房後清潔遺留空間或共用設施垃圾的行政費	\$500	per rubbish bag 每個垃圾袋(size: 25" x 36")
Costs Chargeable for Breach 違約費用		
1. Smoking in the Space and public area 空間或共用設施內吸煙	\$2,000	per time 每次
2. Visitors staying in the Space and/or the Building after 23:00 訪客23:00後仍然逗留於空間或大廈	\$2,000	per person each time 每人每次
3. Noise nuisance to other occupants/users of the Building 噪音滋擾其他大廈佔用者或使用	\$2,000	per time 每次