

TENDER FORM

Hong Kong Rugby Union

**TENDER FOR
THE GRANT OF A PERMIT TO PROVIDE
CATERING SERVICES AT THE
KING'S PARK SPORTS GROUND**

(Tender Ref. : HKRU/KP/14052018)

Term of Tenancy: 24 months

LODGING OF TENDER

To be acceptable as a tender, this Tender, in **triplicate** and enclosed together with other documents of this as shown in Part I below, which must also be properly completed as required in triplicate, in sealed plain envelopes marked "Tender for the Grant of a Permit to Conduct Catering Services at King's Park Sports Ground" and addressed to the Chief Executive Officer, Hong Kong Rugby Union, Room 2001, Olympic House, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong **before 12:00 noon on 29 June 2018**. Late tenders will not be accepted.

Dated this 14th May 2018



Chief Executive Officer, Hong Kong Rugby Union

The Tenderer must submit its Tender in two separate sealed plain envelopes:

a) Envelope A - Technical Proposal

Please enclose the following documents in one sealed envelope and mark "Technical Proposal – Envelope A"

- The Second Schedule,
- The Third Schedule,
- The Fifth Schedule,
- The Sixth Schedule and
- Photocopies of other relevant documents required under this tender to prove the Tenderer's background, experience and qualifications in the business.

b) Envelope B - Fees Proposal

Please enclose the following documents in one sealed envelope and mark "Fees Proposal – Envelope B"

- Form of Tender, and
- The First Schedule

Any non-compliant submission may be disqualified.

Briefing Session and Site Visit

A briefing session and site visit for this Tender will be conducted as follows:

Date: 21st May 2018

Time: 14:30 – 15:30 p.m.

Venue: King's Park Sports Ground

Interested Tenderers shall contact the Assistant Facilities Manager of the Hong Kong Rugby Union at 2332 7112 for seat reservation.

In this connection, Tenderers who wish to have a better understanding of the Hong Kong Rugby Union expectations or seek clarifications on the tender requirements shall contact the General Manager Facilities of the Hong Kong Rugby Union on telephone number 2384 1717.

Tender Closing Time When Typhoon or Rainstorm

In case a black rainstorm warning signal or tropical cyclone warning signal no.8 or above is issued between 9:00 a.m. and 12:00 noon on the Tender Closing Date, the closing time of this tender will be deferred to 12:00 noon on the next weekday (i.e. except Saturday and Sunday) other than a General Holiday and after the black rainstorm warning signal or tropical cyclone warning signal no. 8 or above is cancelled.

Part I — Tender Documents

These documents under the tender reference HKRU/KP/14052018

consist of three (3) complete set of :

- (a) Tender Form;
 - (b) Definition and Interpretation;
 - (c) Notes for Tenderers;
 - (d) Conditions of Contract;
 - (e) Schedules; and
 - (f) Agreement.
-

Part II — Offer to be bounded

- 1. Having read the Tender Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
- 2. I/We do agree to carry out the Catering Services mentioned in the Conditions of Contract and pay the Monthly Permit Fee quoted by me/us in the First Schedule, subject to and in accordance with the terms and conditions stipulated in the Tender Documents.
- 3. I/We have read Clause 3 Tender Preparation and Clause 4 Lodging of Tender of the Notes for Tenderers and certify that the particulars given by me/us in completing the Tender Documents are true and correct.

(Note : The Tenderer **MUST** complete the following parts of the Tender Documents :

- (i) Tender Form (Part II – Offer to be Bound);
- (ii) First Schedule of SCHEDULES;
- (iii) Second Schedule of SCHEDULES;
- (iv) Third Schedule of SCHEDULES;
- (v) Fifth Schedule of SCHEDULES; and
- (vi) Sixth Schedule of SCHEDULES.

- 4. In case the Tenderer is a company/firm, the Tenderer is required to complete 4(a) to 4(c). In case the Tenderer is not a company/firm, the Tenderer is required to strike out 4(a) to 4(c).

(a) I am/we are duly authorized to bind the said company hereafter mentioned by my/our signature(s).

– or –

I am a partner/We are partners in the firm hereafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.

(b) The name of the company/firm is.....

A letter certifying the person who signs this tender is an authorized person to sign contracts/agreements on behalf of the said company/firm is required to be attached to this Tender Form. In case the said company is a body corporate, a certified true copy of the company’s Board Minutes to show that the signatory is duly authorized by the Board of Directors is required to be attached to this Tender Form.

(c) The registered office of the company is situated at

– or –

The names and residential addresses of partners of the firm are as follows:-

.....
.....
.....

Name of Tenderer/Authorized Representative * _____

(Name in block letters)

(with firm/company chop, if applicable)

Signature of Tenderer/Authorized

Representative * _____

(Signature)

Address(es) of person(s) signing : _____

Date : _____

NOTE : (i) All the particulars required above must be provided.

(ii) Strike out clearly alternatives which are not applicable.

* Delete as appropriate.

DEFINITION AND INTERPRETATION

1. The interpretation of the following terms applies to the Agreement unless the context provides otherwise

“Agreement”	the Agreement entered into between the Hong Kong Rugby Union and the Permit Holder on the terms and conditions of the Tender Documents.
“Catering Receipts”	all monies payable to Permit Holder from Person resulting from the provision of Catering Services, (including the payment of goods or services provided through the kiosk, clubhouse or event catering but excluding revenue generated from the sale of sporting goods and similar products) and whether collected or not.
“Catering Services”	the Permit Holder’s Catering Services as described in Clause 3 of the Conditions of Contract.
“Guest”	any Person who uses the facilities at the Venue or obtains goods or services supplied by the Permit Holder on behalf of Hong Kong Rugby Union.
“Government”	the Government of the Hong Kong Special Administrative Region.
“General Holiday”	every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149).
“Letter of Acceptance”	the letter that the Hong Kong Rugby Union will issue to the successful Tenderer accepting the latter’s tender.
“Monthly Permit Fee”	the Monthly Permit Fee quoted by the successful Tenderer in Paragraph A of the First Schedule of SCHEDULES.
“Performance Standards”	such Performance Standards as agreed by the parties in writing in accordance with Fifth Schedule of SCHEDULES.
“Permit”	the permission to operate the Catering Services.
“Permit Holder”	the Tenderer whose tender for grant of the Permit is accepted by the Hong Kong Rugby Union.
“Permitted Area”	the premises used for the operation of Catering Services as delineated and shown edged blue in Figure 2 of Seventh Schedule of SCHEDULES.
“Person”	includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies foundations and trusts (in each case whether or not having separate legal personality),
“Security Deposit”	the deposit which the Permit Holder deposits with the Hong Kong Rugby Union in accordance with Clause 7 of the Conditions of Contract for the due and proper performance of the Agreement.
“Tender Closing Date”	the latest date and time by which tenders shall be lodged.
“Tender Documents”	the documents as specified in Clause 2 of the Notes for Tenderers.
“Tender Validity Period”	the period of one hundred and fifty (150) days or any other period specified by the Hong Kong Rugby Union commencing on the Tender Closing Date during which the tender is to remain open.

“Tenderer”	the Person or firm or company submitting this tender.
“Term”	the period during which the Permit is in force and includes any extension thereof as specified in Clause 2 of the Conditions of Contract.
“Venue”	The premises as delineated and shown edged red in Figure 2 of Seventh Schedule of SCHEDULES.

2. In the Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:
- (a) "month" and "monthly" refer to a calendar month;
 - (b) The masculine gender includes the feminine and neuter genders;
 - (c) The singular includes the plural and vice versa;
 - (d) Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
 - (e) The heading to individual clauses of the Agreement is for ease of reference only and shall not affect the interpretation or construction of the Agreement.

NOTES FOR TENDERERS

1. Background

- (a) King's Park Sports Ground is the multi-purpose sports facility conveniently location in Ho Man Tin and only 10 minutes from Jordan MTR station. It is the largest green area at Yau Tsim Mong and boasts three all-weather artificial pitches. With excellent sports facilities along with full restaurant services and licensed bar, it is the ideal venue for organizing corporate meetings, events, conferences and field sports training and competitions. The facilities include:
- Three pitches (Artificial Turf) with electrical scoreboard and spectator stand
 - Full food and beverage catering service such as club house with meeting rooms (dimension: 7.3m x 9m; 7.3m x 6.1m) for conference purpose, restaurant with 60 seating and kiosk to provide catering services
 - Car parking with 40 parking spaces
 - Indoor audio/visual facilities
- (b) Hong Kong Rugby Union plans to grant a permit to provide catering services at the King's Park Sports Ground for a fixed term of 24 months. Hong Kong Rugby Union shall be entitled to extend the Agreement for a period of a maximum length of twelve (12) months upon its expiration. The intended commencement of operations of the catering service is on 1st October 2018. Hong Kong Rugby Union has valid club licence and liquor licence under their company name.

2. Tender Documents

These documents identified as HKRU/KP/14052018 consist of THREE (3) complete set of –

- (a) Tender Form;
- (b) Definition and Interpretation;
- (c) Notes for Tenderers;
- (d) Conditions of Contract;
- (e) Schedules; and
- (f) Agreement.

3. Tender Preparation

- (a) All Tender Documents must be completed and submitted in accordance with the “Lodging of Tender” in paragraph 4 below.
- (b) Tender must be completed on English and in ink or typescript and in TRIPLICATE with all necessary information including documentary evidence which is necessary for tender evaluation.
- (c) Tenderers are required to complete the following in the tender documents
- | | |
|--|------------------------------|
| i) Form of Tender | Part II |
| ii) Monthly Permit Fees | First Schedule of SCHEDULES |
| iii) Catering Services | Second Schedule of SCHEDULES |
| iv) Information of Tenderers | Third Schedule of SCHEDULES |
| v) Agreement | Fifth Schedule of SCHEDULES |
| vi) List of suggested menu
and detailed price of food
and commodities for
catering services | Sixth Schedule of SCHEDULES |
- (d) When completing the Tender Documents, any alteration in figures or words shall be effected by striking through the incorrect figures or words and inserting the corrected ones above the original ones. All such amendments shall be initialed by the Tenderer in ink. Any unauthorized alteration or erasure to the text of the Tender Documents may cause the tender to be disqualified.
- (e) Tenders which are not completed as stipulated under this clause may not be considered.

4. Lodging of Tender

(a) A two-envelope system is adopted by this tender exercise. Tenderers are required to submit the Technical Proposal and the Fees Proposal separately in two sealed envelopes:

i) **Envelope A** contains **Technical** Proposal including:

- The Second Schedule,
- The Third Schedule,
- The Fifth Schedule,
- The Sixth Schedule and
- Photocopies of other relevant documents required under this tender to prove the Tenderer's background, experience and qualifications in the business.

All documents submitted should be fully completed, signed, stamped with the company chop and dated, properly packed, sealed in a plain envelope labeled "**Technical Proposal for provision of catering services at the King's Park Sports Ground**".

ii) **Envelope B** contains **Fees** Proposal including:

- Form of Tender, and
- The First Schedule

All documents submitted should be fully completed, signed, stamped with the company chop and dated, properly packed, sealed in a plain envelope labeled "**Fees Proposal for provision of catering services at the King's Park Sports Ground**".

(b) The two sealed envelopes are in turn to be contained in one sealed plain envelope labeled "Tender for the Grant of a Permit to Conduct General Restaurant Business at King's Park Sports Ground" with tender reference and addressed to the Chief Executive Officer, Hong Kong Rugby Union, Room 2001, Olympic House, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong **before 12:00 noon on 29 June 2018**.

(c) No outside part of any of the above envelopes should bear any indication which may relate the Tenderer to the Tender.

(d) Late tender will not be accepted.

(e) The Hong Kong Rugby Union will not be responsible for any mislaid tender or any tender submitted by methods other than as indicated under this clause.

5. Incomplete Tender

(a) The Tenderer **MUST** provide detailed information for the particulars asked for in the Tender Form and the First Schedule of SCHEDULES of the Tender Documents. Failure to provide the required information will render the tender invalid.

(b) The tender may be rejected if information required in the schedules other than the First Schedule of SCHEDULES is not given with the tender or if any particulars and data asked for in this tender are not furnished in full or if any necessary supporting documents required to be provided are not submitted with the tender.

6. Restrictions on Tender

(a) The tender will only be accepted from any Person who shall occupy the Permitted Area for his own use. There shall be no assignment, underletting or parting with the possession of the whole or any part of the Permitted Area unless the Hong Kong Rugby Union approves in writing otherwise.

(b) (1) By submitting a tender, the Person represents and warrants that in relation to the tender

- i) he has not communicated and will not communicate to any Person other than the Hong Kong Rugby Union the amount of Monthly Permit Fee;
- ii) he has not fixed and will not fix the amount of Monthly Permit Fee by arrangement with

any Person;

- iii) he has not made and will not make any arrangement with any Person as to whether he or that other Person will or will not submit a Tender; and
- iv) he has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the quotation process.

(2) In the event that the Tenderer is in breach of any of the representations and/or warranties in sub-clause (1) of this clause, the Hong Kong Rugby Union shall be entitled to, without compensation to any Person or liability on the part of the Hong Kong Rugby Union –

- i) reject the Tender; or
- ii) if the Hong Kong Rugby Union has accepted the Tender, withdraw its acceptance of the Tender; or
- iii) if the Hong Kong Rugby Union has entered into the contract with the Tenderer, terminate the contract.

(3) The Tenderer shall indemnify and keep indemnified the Hong Kong Rugby Union against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (1) of this clause.

7. Tender Documents of the Unsuccessful Tenderer

Tender Documents of unsuccessful Tenderers will be destroyed three (3) months after the date the contract has been awarded and the Agreement signed.

8. Undisclosed Agency

The Person who signs a tender as Tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal. **If there is a written partnership agreement, a copy of it is to be attached to the tender.**

9. Memorandum and Articles of Association

The Tenderer which is a company incorporated under the Companies Ordinance (Cap. 622) shall attach a copy of the Articles of Association to the Tender Documents. A Tender which is a company incorporated under the former Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622) shall attach a copy of each of the Memorandum of Association and Articles of Association to the Tender Documents.

10. Business Registration Certificate

If the Tenderer is currently running a firm/company, a copy of the valid business Registration Certificate which shall bear a machine-printed line to show that full registration fee has been paid shall be attached to the tender.

11. Tenderer's Response to Hong Kong Rugby Union Enquiries

In the event that the Hong Kong Rugby Union determines that clarification of any tender is necessary, it will advise the Tenderer accordingly indicating whether the Tenderer should supplement his tender. Each Tenderer shall thereafter within seven (7) working days or such period as specified in the request for clarifications submit such information in the manner as requested by the Hong Kong Rugby Union.

12. Monthly Permit Fee

- (a) **The Tenderer must state in paragraph A of the First Schedule of SCHEDULES the Monthly Permit Fee for the Catering Services payable throughout the Term of the Agreement that he wishes to offer.**
- (b) **The Monthly Permit Fee does not include the public utility bills, telephone/internet/TV and taxes payable in respect of the Permitted Area and the Catering Services – these will be covered by Hong Kong Rugby Union, with the exception of LPG gas which will be the responsibility of the tenderer.**
- (c) The Monthly Permit Fee shall be expressed in Hong Kong dollars.

13. Security Deposit

- (a) If the tender is accepted in accordance with Clause 14 hereof, the successful Tenderer shall not later than seven (7) days before the commencement of the Term or at such time as shall be directed by the Hong Kong Rugby Union, deposit with the Hong Kong Rugby Union the sum of money as indicated in paragraph 1 of the Third Schedule of SCHEDULES as security for the due and proper performance of the Agreement either in cash or in the form of a banker's guarantee approved by the Hong Kong Rugby Union and issued by a bank licensed under Section 16 of the Banking Ordinance (Cap.155) if the Security Deposit is provided in the form of a banker's guarantee, the successful Tenderer shall keep the Security Deposit valid for three (3) more months after the expiry of the Agreement.
- (b) If the successful Tenderer fails to pay the Security Deposit by the due date aforesaid, the Hong Kong Rugby Union shall immediately thereupon be at liberty to take action outlined in Clause 7(b) of the Conditions of Contract.
- (c) The Security Deposit, whether paid by way of cash or banker's guarantee will be returned to the Permit Holder or released in accordance with the Agreement.

14. Selection of Tender

(a) Mandatory requirements:

- i) Tenderers shall note that their tender shall not be considered if they failed to complete/sign on Part II of the Tender Form – Offer to be Bound.
- ii) Tenderers must have a minimum of two (2) years of experience in operating fast food, light refreshment restaurant, bar or general restaurant business. The Tender Closing Date will be the cut-off date for calculation of the years of experience.
- iii) Tenderers submitting a proposal to assign, underlet or parting with the whole or any part of the Permitted Area shall not be considered by the Hong Kong Rugby Union and this will render their offer to be invalid.

(b) Price evaluation:

Tenderers shall note that the tender will be evaluated according to the price information provided in the First Schedule of SCHEDULES.

15. Basis of Acceptance

- (a) The Hong Kong Rugby Union is not bound to accept the highest or any tender, and reserves the right to accept all or any part of a tender at any time within the Tender Validity Period.
- (b) Tenderers should note that their offers will be considered on a complete overall basis. Tenders with only partial offers will not be considered.

16. Award of Contract

- (a) The successful Tenderer will be issued as an indication of acceptance a fax or a Letter of

Acceptance prior to the receipt of the duplicate copy of the Tender Documents with the 'Agreement' duly completed. Upon issue of the aforesaid fax or Letter of Acceptance, a binding contract would be constituted between the parties.

- (b) Unsuccessful tenderers will be notified as soon as practicable that their tenders have not been accepted.

17. Tender to Remain Open

Tenders submitted shall remain valid and open for acceptance on these terms for not less than one hundred and fifty (150) days commencing on the Tender Closing Date.

18. State of Premises

The successful Tenderer shall arrange with the Hong Kong Rugby Union to inspect the Permitted Area at a reasonable time and the Permit Holder shall accept the Permitted Area in the state and condition in which they are at the date on which possession is given.

19. Use of Personal Data

All personal data submitted by the Tenderer will be used for the purpose of this tender only.

20. Site Visit and Tender Briefing

Tenderers are advised to visit the Permitted Area with a view to acquainting themselves with the terms and conditions of the tender before submitting their tender. The site visit and tender briefing will be held on 21st May 2018, from 14:30 – 15:30 p.m. Please contact the Assistant Facilities Manager of the Hong Kong Rugby Union on telephone number 2332 7112 to reserve your seats.

21. Termination of Agreement

Tenderers shall note that after commencement of the Agreement, either the Hong Kong Rugby Union or the successful Tenderer may terminate the Agreement by serving to the other party a three (3) months' prior notice in writing of termination specifying the date of termination provided the said date of termination shall be a date at least six (6) months after the commencement of the Agreement.

22. Consent to Disclosure

The Hong Kong Rugby Union shall have the right to disclose whether it considers appropriate or upon request by any third party (written or otherwise) information on the awarded contract, without any further reference to the successful Tenderer, the name and address of the successful Tenderer, description of services and the contract amount.

23. Cancellation of Tender

Without prejudice to the Hong Kong Rugby Union's right to cancel the tender, where there are changes of requirement after the Tender Closing Date for operational or whatever reasons, the Hong Kong Rugby Union is not bound to accept any conforming tender and reserves the right to cancel the tender.

24. Cost of Tender

A Tenderer shall submit his tender proposal at his own cost and expense. The Hong Kong Rugby Union will not be liable for any costs and expenses whatsoever incurred by the Tenderer in connection with the preparation or submission of his tender or in any related communication with the Hong Kong Rugby Union whether before, on or after the Tender Closing Date.

25. Negotiation

The Hong Kong Rugby Union reserves the right to negotiate with any or all Tenderers on all or any terms of the Tender Documents including but not limited to the Monthly Permit Fee offered by the Tenderers.

26. Tender Addendum

The Hong Kong Rugby Union may issue addendum to the terms and conditions of the Tender Documents. Tenderers may be asked to confirm compliance with the terms and conditions issued under the Tender Documents or those issued under any addendum thereto.

27. Maintenance of the Venue

Tenderers shall note that if the Venue is closed for maintenance, the Venue may be closed and no activities shall be carried out at the Venue. Irrespective of whether or not the business of the successful Tenderer might be affected by such closure, the Hong Kong Rugby Union shall not be liable to pay any compensation whatsoever to the successful Tenderer and shall not be required to extend the Term, but may at the discretion of Hong Kong Rugby Union decide to abate the Monthly Permit Fee or any part thereof.

28. Information on King's Park

The information showing in this Tender Documents including but not limited to list of kitchen equipments (Fourth Schedule) is solely for reference only. The Hong Kong Rugby Union does not give warranty as to the accuracy of the figures.

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Nature of the Permit

- (a) It is expressly agreed between the parties that this Permit creates no tenancy or lease or any form of legal rights on land whatsoever between the parties except the permission to use the Permitted Area in accordance with the provisions of the Agreement.
- (b) The Permit granted to the Permit Holder is personal to him and unless with the prior consent in writing from the Hong Kong Rugby Union, the Permit Holder shall not assign, sublet, part with the possession of the whole or any part of the Permitted Area or transfer any of his rights or obligations under the Agreement.

2. The Term

- (a) Subject to Clause 8 thereof, the Agreement shall commence on the 1st day of October 2018 and, subject to prior termination and extension as are hereinafter provided, shall expire on 30th September 2020, both dates inclusive.
- (b) The Hong Kong Rugby Union shall be entitled to extend the Agreement for a period of a maximum length of twelve (12) months upon its expiration by giving the Permit Holder three (3) months' advance notice in writing before the due expiration of the Agreement.
- (c) If a notice is given by the Hong Kong Rugby Union under Clause 2. b) hereof, the Permit Holder shall continue to operate his Catering Services for the whole period specified in the notice on the same terms and conditions as herein contained (save and except this clause on extension).
- (d) If the Term of the Agreement shall be advanced or deferred under Clause 8. a), the expiry date of the Term shall be advanced or deferred accordingly with the length of the Term remains unchanged.

3. The Services

Subject to the terms and conditions of the Agreement, the Hong Kong Rugby Union grants to the Permit Holder during the Term the permission to provide the Catering Services as specified in the Second Schedule of SCHEDULES (hereinafter called the "Catering Services") as delineated and shown edged blue Figure 2 of Seventh Schedule of SCHEDULES. (hereinafter called the "Permitted Area").

4. Hours of Services

- (a) Subject to the terms and conditions of the Agreement, the Permit Holder shall carry out his Catering Services at stipulated in paragraph 1 of the Second Schedule of SCHEDULES.
- (b) The Hong Kong Rugby Union reserves the right to revise at any time and from time to time the business hours of the Permit Holder's Catering Services as specified in Clause 4. a) above.
- (c) The Permit Holder may not vary the business hours of his Catering Services unless prior written consent of the Hong Kong Rugby Union has been obtained.
- (d) The Permit Holder shall not be entitled to any adjustment or abatement of the Monthly Permit Fee for any changes of the business hours referred to in this clause and shall pay the Monthly Permit Fee in pursuant to Clause 6 below under all circumstance.

5. Provision of Services

- (a) The Permit Holder shall provide his Catering Services only at the Permitted Area and shall maintain the Permitted Area an efficient and adequate services of a style, type and quality to the satisfaction of the Hong Kong Rugby Union.
- (b) The Permit Holder shall provide his Catering Services only in the Permitted Area and shall not use, cause, suffer or permit to be used any area of the Venue except the Permitted Area for such purpose or for any other purpose, unless prior written consent of the Hong Kong Rugby

Union has been obtained.

- (c) The Permit Holder shall provide the Catering Services to the Performance Standards and otherwise to a standard consistent with that expected from providers of services similar to the Services and at all time in accordance with good current industry practice, using all reasonable skill and care. The Permit Holder's compliance with the Performance Standards will be monitored in accordance with the Fifth Schedule of SCHEDULES.
- (d) A Tenderer shall note that the Hong Kong Rugby Union is entitled to provide or allow any Person or contractor to provide drinking fountain, catering and/or vending machine service within any other areas of the Venue during the Term of the Agreement. Irrespective of whether or not the Catering Services of the Permit Holder might be affected by such arrangement, the Hong Kong Rugby Union shall not be liable to pay any compensation whatsoever to the Permit Holder and shall not be required to abate the Monthly Permit Fee or any part thereof.

6. Monthly Permit Fee

- (a) The Permit Holder shall pay the Monthly Permit Fee to Hong Kong Rugby Union within ten (10) calendar days after each end of preceding month without any reduction throughout the Term as specified in paragraph A of the First Schedule of SCHEDULES (excluding rates and taxes payable in respect of the Permitted Area).
- (b) When payment of the Monthly Permit Fee of any month is overdue, the Permit Holder shall pay to the Hong Kong Rugby Union a surcharge on that outstanding Monthly Permit Fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payment falls due.

7. Security Deposit

- (a) The Permit Holder shall, at least seven (7) days before the commencement of the Term or any extension thereof, deposit with the Hong Kong Rugby Union in cash or in the form of a banker's guarantee approved by the Hong Kong Rugby Union and issued by a bank licensed under the provisions of the Banking Ordinance (Cap. 155), a sum equivalent to fifty thousand Hong Kong Dollars (HK\$50,000) as security for the due and proper performance of the Agreement. The Permit Holder shall keep the aforesaid Security Deposit, if it is provided in the form of a banker's guarantee, valid for three (3) more months after the expiry of this Agreement.
- (b) If the Permit Holder fails to pay the Security Deposit upon the due date as stipulated in Clause 7. (a) above or refuses to carry out the Agreement upon the commencement of the Agreement, the Agreement shall be deemed to be terminated and the Hong Kong Rugby Union is entitled to grant the Permit to another Person and claim for compensation from the Permit Holder.
- (c) The Security Deposit in cash shall be wholly forfeited to the Hong Kong Rugby Union or a call shall be made on the banker's guarantee in the event of the Agreement being terminated in accordance with Clause 33. (b) hereof. Notwithstanding such provisions and without prejudice to any other remedies available to the Hong Kong Rugby Union, the Hong Kong Rugby Union shall have the right to deduct from the Security Deposit in cash or to make a call on the banker's guarantee in order to pay the Hong Kong Rugby Union the amount in relation to any losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever suffered by the Hong Kong Rugby Union as the direct or indirect result of any breach of the Agreement by the Permit Holder.
- (d) If any deduction is made by the Hong Kong Rugby Union from the cash deposit or by making a call on the banker's guarantee during the continuance of the Agreement, the Permit Holder shall, within fourteen (14) days, on demand in writing made by the Hong Kong Rugby Union, deposit a further sum or provide a further banker's guarantee in a sum equal to the amount so deducted or so called on, and such sum shall be added to the residue of and form part of the Security Deposit.
- (e) Subject to Clause 34, upon the expiry or sooner termination of the Agreement, the Hong Kong Rugby Union will return to the Permit Holder without interest the balance of the Security Deposit or the Banker's Guarantee, if one is provided, shall be released within three (3) months if all of

the Permit Holder's obligations under the Agreement have been observed and complied with to the satisfaction of the Hong Kong Rugby Union and the receipted bills in respect of outstanding payment of all fees and charges including utility charges are provided to the Hong Kong Rugby Union, notwithstanding the expiry of the Term.

8. Advancements, Deferments and Suspensions of Services

- (a) Notwithstanding the provision of Clause 2 hereof and any other provisions of the Agreement, the Hong Kong Rugby Union shall be entitled to advance or defer the commencement date of the Term for whatsoever reasons and for such period as the Hong Kong Rugby Union shall in its sole discretion decide.
- (b) If there shall be such advancement or deferment of commencement of the Term under this clause -
 - i) The Hong Kong Rugby Union shall not be liable for any losses suffered or expenses incurred whatsoever by the Permit Holder due to such deferment or termination under Clause 8) b) ii).
 - ii) Upon the expiry of such period of deferment and without further notification by the Hong Kong Rugby Union of the commencement of the Term, the Agreement shall terminate automatically. The Hong Kong Rugby Union will return to the Permit Holder without interest the balance of the Security Deposit and any Monthly Permit Fee already paid in advance.
 - iii) The Hong Kong Rugby Union shall, so far as it is practicable in the circumstances, give the Permit Holder notice of advancement of the commencement of the original Term in writing at least fourteen (14) days prior to the revised commencement date of the Term.
 - iv) The Hong Kong Rugby Union shall, so far as it is practicable in the circumstances, give the Permit Holder notice of deferment in writing at least fourteen (14) days prior to the original commencement date of the Term.

9. Permit Holder's Warranties and Undertakings

- (a) The Permit Holder warrants and undertakes to the Hong Kong Rugby Union that:
 - i) he shall act in good faith and execute his obligations in a proper, diligent and efficient manner;
 - ii) he shall use all reasonable efforts as agreed with the Hong Kong Rugby Union to maximize Catering Receipts;
 - iii) he shall use all reasonable efforts to minimize inefficiency and wastage in relation to the use of utilities, raw materials, supplies, packaging and any other materials or consumables in providing the Catering Services;
 - iv) he shall in place at all time appropriate disaster recovery and back up plans and facilities to ensure as far as possible the continued provision of the Catering Services in accordance with this Agreement;
 - v) he shall obey all instructions and complies with all reasonable requests of the Hong Kong Rugby Union in its provision of the Catering Services including compliance with any license held by the Hong Kong Rugby Union in connection with the Venue;
 - vi) he shall produce his Business Registration Certificate or Certificate of Incorporation, as the case may be, upon demand by the Hong Kong Rugby Union;
 - vii) he shall comply with all relevant and applicable legal and regulatory requirements from time to time in force (including any health and safety and environmental requirements)

and shall, unless otherwise agreed, obtain, pay for and maintain all licenses, permits and consents necessary to enable it to provide the Catering Services and for the performance of its obligations under this Agreement;

- viii) he shall provide and use his own portable equipment, including utensils, pots, pans, implements, crockery, glassware, cutlery and other such items in the provision of the Catering Services. Ownership and title to all such equipment shall belong to him all times;
- ix) he shall replace and renew the equipment as described viii) above from time to time as may be necessary to enable it to provide the Catering Services and insuring all such equipment as may be appropriate;
- x) he shall use only those appliances, fixtures and fittings which have previously been approved by the Hong Kong Rugby Union. He shall not make any alteration or addition to any of the appliances, furniture, fixtures or fittings therein or the decoration thereof without the prior permission in writing by the Hong Kong Rugby Union, and he shall not carry out the repairs to the appliances, furniture, fixtures and fittings supplied by the Hong Kong Rugby Union without first obtaining the approval of the Hong Kong Rugby Union. Subject to such approval being sought, the relevant works shall be carried out at the expenses of the Permit Holder by workers approved by the Hong Kong Rugby Union and to a standard acceptable to the Hong Kong Rugby Union;
- xi) he shall take all reasonable precautions to protect the Permitted Area from damage by fire, storm, tropical cyclone or the like;
- xii) he shall maintain the Permitted Area and its surroundings in a clean, tidy and serviceable condition to the satisfaction of the Hong Kong Rugby Union and if in the opinion of the Hong Kong Rugby Union the Permit Holder fails to do so the Hong Kong Rugby Union may without notice close the Permitted Area and suspend the Permit Holder's Catering Services for a period or periods not exceeding seven (7) days on any one (1) occasion to cause the Permitted Area and its surroundings to be cleaned and serviced and the Permit Holder shall pay the costs thereof to the Hong Kong Rugby Union on demand and shall remain liable to pay the Monthly Permit Fee to the Hong Kong Rugby Union without any deduction;
- xiii) he shall not use the Permitted Area or any part thereof, or cause, or permit or suffer the same to be used for any illegal, immoral purpose, gambling or any other purpose not permitted under the Agreement;
- xiv) he shall not permit any games to be played in the Permitted Area including but not limited to mahjong and tin kau whether for gambling purposes or otherwise;
- xv) he shall not permit the Permitted Area to be used as a changing room by users of the Venue;
- xvi) he shall not cause or permit any floorshow or any type of entertainment to be staged in the Permitted Area or its vicinity;
- xvii) he shall permit the Hong Kong Rugby Union at all times to have unimpeded access to all parts of the Permitted Area to examine the conditions thereof and to execute repairs thereto;
- xviii) he shall assume full responsibility for the safety of all operations and methods of operations;
- xix) he shall keep all articles of food stored or offered for sale at the Permitted Area effectively protected against flies, cockroaches, vermin, dust and dirt and shall sell food and beverage items in such hygienic condition as is reasonably practicable;

- xx) he shall be responsible for the safety of any vehicles which he uses or brings alongside or onto the Venue and he shall indemnify the Hong Kong Rugby Union in respect of any losses or damages thereto as a result of the use of such vehicles;
- xxi) he shall not request or receive any charge or fee from any Person for admission to the Permitted Area or its surroundings, nor request or receive any other additional charge whether by way of service charge or otherwise;
- xxii) he shall on receipt of forty-eight (48) hours' notice from the Hong Kong Rugby Union to produce to it for inspection of the books, ledgers, vouchers, receipts and other documents relating to the Catering Services, and to make available copies of the same to the Hong Kong Rugby Union, if required;
- xxiii) he shall not later than ten (10) days after the expiry of each month during the continuance of this Agreement and not later than ten (10) days after the termination of this Agreement howsoever caused, submit to the Hong Kong Rugby Union a statement of account in the form as the parties hereto may mutually agree, or in default of agreement as the Hong Kong Rugby Union may from time to time prescribe, showing the gross monthly turnover of the Catering Services, for that month. For the purpose of these provisions 'gross monthly turnover of the Catering Services' shall mean the gross proceeds or receipts as received or receivable for any food and/or drinks sold or consumed or of all goods, merchandise and commodities and services of any kind and description provided or sold within or through or out of the Permitted Area plus all other income deriving from or in respect of the Permitted Area; and
- xxiv) he shall pay to the Hong Kong Rugby Union any cost incurred by the Hong Kong Rugby Union plus an administrative overhead charge to be advised by the Hong Kong Rugby Union if he fails to carry out any of his obligations or duties under this Agreement and the Hong Kong Rugby Union executes such obligations or duties on his behalf.

- (b) Except as expressly permitted under this Agreement, the Permit Holder shall not incur any liability on behalf of the Ruby Events Asia Limited or in any way pledge or purport to pledge the Hong Kong Rugby Union's credit or accept any order or make any contract binding upon the Hong Kong Rugby Union.

10. Cleansing, Collection and Disposal of Refuse and Litter

- (a) The Permit Holder shall at all times maintain high standards of hygiene and general cleanliness in respect of its provision of the Catering Services and shall:
 - i) ensure that the Permitted Area (including all equipment, furniture, floors and work surfaces and walls) are kept clean, tidy and in a hygienic state, and shall clear away tables and mop up spillages and without delay;
 - ii) promptly notify Hong Kong Rugby Union of any matter which may affect the hygiene of the Permitted Area or safety and hygiene of Guests as soon as the Permit Holder becomes aware of such matters;
 - iii) transport all waste material including grease to the appropriate refuse pick-up areas and dispose of it. The Permit Holder must not discharge any grease into the building drains. All disposable containers used in the sales of goods must be disposed of in the allocated refuse areas. The Permit Holder shall only use equipment to transport waste which is designed or adapted so that it does not cause any damage to Hong Kong Rugby Union property and shall be responsible for ensuring the waste area is kept clean.
- (b) The Permit Holder shall arrange at least once every day or at a frequency as prescribed by the Hong Kong Rugby Union at any time and from time to time for the removal and disposal of all refuse and litter thus collected in the course of his Catering Services. Such refuse and litter shall be collected in polyethylene bags, or in any other containers approved by the Hong Kong Rugby Union and shall be properly disposed of at least once every day to such a refuse collection point

inside or outside the Venue nominated by the Hong Kong Rugby Union or to such places as shall be specified by the Hong Kong Rugby Union at any time and from time to time in such manner as approved or prescribed by the Hong Kong Rugby Union.

- (c) The Permit Holder shall carry out cleansing and clearing of all grease traps in the Permitted Area for which the Permit Holder is liable for, at least, on a daily basis and of all the drainage and sewerage pipes in the Permitted Area for which the Permit Holder is liable for at frequent intervals to the Hong Kong Rugby Union's reasonable satisfaction to prevent chokage and blockage of the installations. Where the Hong Kong Rugby Union reasonably considers that hot or warm effluent can congeal and cause blockage within the drainage system, the Permit Holder shall forthwith on demand by the Hong Kong Rugby Union undertake at his own expense either an emulsifying or a neutralizing effect by using such equipment or by employing such contractor as may be approved or prescribed by the Hong Kong Rugby Union.
- (d) In the event of failure to comply with this clause, the Permit Holder shall pay the Hong Kong Rugby Union on demand the costs incurred by the Hong Kong Rugby Union if the removal and disposal of such refuse and litter is being carried out by the Hong Kong Rugby Union or in cleansing and clearing any of the drains, sewers and grease traps choked or blocked due to the act, default or negligence of the Permit Holder or any of his employees or agents.
- (e) The Permit Holder should not place or leave or cause, suffer or permit to be placed or left in any part of the Venue (including but not limited to fire exits, common areas, stairways, landings and passages of any such buildings) any solid waste or any other similar materials. The Permit Holder shall arrange at his own cost proper and immediate disposal of the same at designated locations as approved by the Government authorities from time to time.

11. Monies or Valuables Found or Property Lost

All monies or other items of value found by the Permit Holder's employees and/or agents in carrying out the Catering Services in the Permitted Area shall be handed to the Hong Kong Rugby Union's management in the Venue as soon as possible and a written receipt obtained therefrom.

12. Permit Holder's Employees or Agents

- (a) The Permit Holder shall ensure that his managerial or supervisory staff shall be in attendance at the Permitted Area at all times when his staff are at work.
- (b) The Permit Holder shall be responsible for the good conduct of his employees or agents while they are in the Permitted Area, and shall ensure that they will behave accordingly.
- (c) The Hong Kong Rugby Union shall be entitled to demand on reasonable grounds, including but not limited to medical, security and disciplinary grounds, the removal or replacement of any of the Permit Holder's employees or agents.
- (d) The Hong Kong Rugby Union shall in no circumstances be liable either to the Permit Holder or to his employees or agents in respect of any liabilities, losses or damages occasioned by such removal as stipulated in Clause 12. (c) and the Permit Holder shall fully indemnify the Hong Kong Rugby Union against any claim made by such employees or agents.
- (e) The Hong Kong Rugby Union shall be entitled to refuse to admit to the Venue or any part thereof for the purposes of the Agreement any Person employed by the Permit Holder, or by the Permit Holder's agents, whose admission will be, in the reasonable opinion of the Hong Kong Rugby Union, undesirable.
- (f) Any removal demanded or refusal made under Clauses 12. (c) and 12. (e) shall not be construed as a breach of the Agreement by the Hong Kong Rugby Union and the Permit Holder shall continue to carry out his obligations under the Agreement.
- (g) The Permit Holder shall provide a sufficient quantity of clean clothes with clear identifications of his Catering Services and of a type approved by the Hong Kong Rugby Union for the use of his employees at the Permitted Area.
- (h) The Permit Holder shall ensure that at all times when his employees are at work or on duty in the Permitted Area they shall wear clothes in a clean and tidy manner.

- (i) The Permit Holder shall ensure that all Persons employed by him in carrying out the Agreement shall keep to such parts of the Venue as are necessary for the due discharge of the Permit Holder's obligations under the Agreement.
- (j) The Permit Holder shall maintain a proper current and accurate record of all his employees or agents employed for carrying out of the Catering Services. Such record shall include the name, Hong Kong Identity Card number, grade, age and photograph of each employee. The Permit Holder should produce such record for inspection by the Hong Kong Rugby Union on request.
- (k) The Permit Holder shall not employ any Person who is forbidden in laws of the Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in the Hong Kong Special Administrative Region in the execution of this Agreement. If there is any breach of this clause by the Permit Holder, the Hong Kong Rugby Union may, by notice in writing, terminate this Agreement and the Permit Holder is not entitled to claim any compensation. The Permit Holder shall be responsible for any expenses or loss that the Hong Kong Rugby Union may incur or suffer due to the breach of this clause by himself.
- (l) The Permit Holder shall be liable for all expenses necessarily incurred by the Hong Kong Rugby Union as a result of the termination of this Agreement.
- (m) The Permit Holder shall require all persons employed at the Permit Area to submit such medical examinations at such places and times as may be prescribed by a registered medical practitioner and shall not employ or shall cease to employ at the Permit Area any person found by the medical practitioner to be likely to spread a communicable disease.

13. Publicity and Advertisement

- (a) The Permit Holder shall not publish or use any advertising or other publicity materials or perform any act with an advertising nature in relation to his Catering Services except with the prior written consent of the Hong Kong Rugby Union.
- (b) Save and except where the Hong Kong Rugby Union at its discretion may permit or require, the Permit Holder shall not exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Permitted Area any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Permitted Area or any part thereof) of any advertising nature.
- (c) Without prejudice to the generality of Clause 13. b), the Permit Holder shall not exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Permitted Area any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Permitted Area or any part thereof) of any advertising nature relating to any tobacco or tobacco-related products.

14. Water Supply

- (a) The Hong Kong Rugby Union shall provide the Permit Holder with adequate hot and cold water required to enable the Permit Holder to provide the Catering Services; however, Hong Kong Rugby Union does not guarantee an uninterrupted supply, but shall use reasonable efforts to provide such supply.
- (b) All alteration and installation of tubing and piping, and all other water supply works, be it permanent or temporary, shall be approved by the Hong Kong Rugby Union and the works shall be carried out by Licensed Plumber approved by and to the satisfaction of the Hong Kong Rugby Union, and such alteration and installation shall thereupon become the property of the Hong Kong Rugby Union. The Permit Holder shall be responsible to maintain and repair such alteration and installation at his own expense as well as to remove the same should the Hong Kong Rugby Union so directs.

15. Electricity Supply

- (a) The Hong Kong Rugby Union shall provide the Permit Holder with adequate light and power required to enable the Permit Holder to provide the Catering Services; however, Hong Kong

Rugby Union does not guarantee an uninterrupted supply, but shall use reasonable efforts to provide such supply.

- (b) All alteration and installation of wiring and lighting fittings, and all other electrical works, be it permanent or temporary, shall be approved by the Hong Kong Rugby Union and the works shall be carried out by Registered Electrical Worker with appropriate grade under the Electricity (Registration) Regulations (Cap. 406 sub. Leg. (D)) and to the satisfaction of the Hong Kong Rugby Union, and such alteration and installation shall thereupon become the property of the Hong Kong Rugby Union. The Permit Holder shall be responsible to maintain and repair such alteration and installation at his own expense as well as to remove the same should the Hong Kong Rugby Union so directs.

16. Rights Reserved by the Hong Kong Rugby Union

- (a) The Hong Kong Rugby Union reserves the right to suspend at its sole discretion the Permit Holder's Catering Services by closing the Permitted Area for a specified period of not more than seven (7) days at any one time if the Hong Kong Rugby Union is of the opinion that the Permit Holder is in breach of any of the terms and conditions of the Agreement and in such event the Permit Holder shall remain liable to pay the Monthly Permit Fee in full during such period of suspension.
- (b) The Hong Kong Rugby Union reserves the right to close the Venue in whole or in part, including the Permitted Area and/or to suspend the Catering Services by reason of fire or storm or damage (not being the result of willful default or misconduct or negligence of the Permit Holder, his employees or agents) or an act of God or repair or maintenance or building modification or for any other reasons at any time and for whatever period or periods during the Term. The Hong Kong Rugby Union shall not be liable for any loss suffered or expenses incurred whatsoever by the Permit Holder due to such closure or suspension.
- (c) In connection with Clause 16. b), if the demand of such closure or suspension of Catering Services by the Hong Kong Rugby Union is due to maintenance or building modification, the Hong Kong Rugby Union will give the Permit Holder one (1) month's advance notice before the commencement date of such closure and suspension, if it is practicable in the circumstances.
- (d) For the avoidance of doubt, nothing expressed or implied in the Agreement shall be regarded as in any way negating, prejudicing or otherwise restricting the right of the Hong Kong Rugby Union to authorize any Person or organization to bring into the Venue or distribute freely therein any refreshments or commodities for consumption or for use whatsoever. The Permit Holder is not entitled to claim for any compensation or prohibition for whatsoever causes resulting from the grant of the said permissions and authorizations.

17. Procurement and Sale of Commodities

- (a) The Permit Holder shall arrange for the purchase of all food, beverages and operating supplies, (including napkins, paper towels, packaging and other paper goods) necessary for provision of the Catering Services from such sources as it may reasonably decide, provided that such supplies are to a standard and quality acceptable to Hong Kong Rugby Union.
- (b) Hong Kong Rugby Union may from time to time nominate a supplier of beer and other alcoholic beverages. The Permit Holder shall comply with any reasonable requests by Hong Kong Rugby Union to purchase supplies from such sources and unless otherwise agreed, shall not purchase from another supplier the same or similar goods.
- (c) All purchases and dealing with suppliers shall be made in the Permit Holder's name, and payment shall be made directly by the Permit Holder to any supplier.
- (d) Notwithstanding the storage of such supplies at the Venue, the Permit Holder shall ensure that it has adequate insurance in respect of damage to or loss of such supplies.
- (e) The Permit Holder shall notify the Hong Kong Rugby Union of the latest commodities selling price list whenever the Hong Kong Rugby Union so demands.

- (f) The Permit Holder shall abide by any directions as to the quality of the commodities sold or offered for sale at the Permitted Area as may be given by the Hong Kong Consumer Council.
- (g) The Permit Holder shall provide to customers upon request receipts for commodities sold specifying the commodities and the respective price as appropriate.

18. Display of Commodity Prices

The Permit Holder shall prominently display at all times the prices for commodities in respect of the Catering Services at the Permitted Area. The displays shall be put up in such form, manner and at such locations as shall be approved or prescribed by the Hong Kong Rugby Union.

19. Records and Accounts

The Permit Holder shall keep such books of account and records (including supplier's quotes and invoices) relating to the provision of the Catering Services as Hong Kong Rugby Union may reasonably require for the purposes of verifying Catering Receipts. The Permit Holder shall ensure that such accounts and records disclose any commission, rebate, advantages, benefit (whether in cash or in kind) or hidden profit received through the procurement of supplies and/or provision of the Catering Services.

- (a) The Permit Holder shall within 7 days after the end of month, submit to Hong Kong Rugby Union a monthly sales report;
- (b) The Permit Holder shall within three months of the end of each year, submit to Hong Kong Rugby Union a detailed statement of account of all amounts received or receivable by Hong Kong Rugby Union either pursuant to the Catering receipts and other income arising from provision of the Catering Services. Such statement shall be audited and certified as being accurate and complete by a firm of certified public accountants. The Permit Holder shall also allow Hong Kong Rugby Union and its auditors, agents and representatives at all times to have access to inspect such books and records.

20. Use of Fuel

- (a) The Hong Kong Rugby Union shall supply and maintain a Low Pressure Gas (LPG) system and the Permit Holder shall be responsible for the ordering and payment of all LPG used in the provision of Catering Services.
- (b) The Permit Holder shall heat or cook food or boil water either by electricity or LPG only.

21. Store of Dangerous Goods and Prohibited Goods

Except a reasonable quantity to be stored at the Permitted Area required for the operation of the Catering Services, the Permit Holder shall not keep, store or cause, permit or suffer to be kept or stored in the Permitted Area any dangerous or prohibited goods or liquid petroleum gas or any other types of fuel within the meaning of the Dangerous Goods Ordinance (Cap. 295) or any arms, ammunition, explosives or combustible substances.

22. Discharge of Waste Water

The Permit Holder shall ensure waste water that comes out from the Permitted Area is free of grease and shall not cause, suffer or permit to be caused the waste water discharging onto areas surrounding the Permitted Area.

23. Arrangement During Epidemic Illness

In the event of illness of any epidemic nature breaking out, the Permit Holder shall comply with all such orders, arrangements or regulations as may be issued by the Government with a view to stamping out the same. The Permit Holder shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control diseases of any kind.

24. Hong Kong Rugby Union Property, Machinery, Equipment, Appliances, Furniture, Fixtures and Fitting

- (a) When the Hong Kong Rugby Union property, machinery, equipment, appliances, furniture, fixtures and fitting is provided for the Permit Holder under the Agreement, the Permit Holder shall keep and maintain the same in good, clean and serviceable condition (fair wear and tear excepted), and shall be responsible for the due and immediate return of all such premises, property, machinery and equipment in good repair, clean and serviceable condition (fair wear and tear excepted) at any time upon request by the Hong Kong Rugby Union and/or the expiry or termination of the Agreement.
- (b) The Permit Holder shall not make any alteration or addition to the property, machinery, equipment, appliances, furniture, fixtures and fitting provided by the Hong Kong Rugby Union therein without the prior permission in writing by the Hong Kong Rugby Union and shall not carry out the repairs to the same without obtaining the prior approval of the Hong Kong Rugby Union. If such approval is obtained, the repair works shall be carried out by qualified Persons approved by the Hong Kong Rugby Union and to a standard acceptable to the Hong Kong Rugby Union.
- (c) The Permit Holder shall be liable to the Hong Kong Rugby Union for any damage or loss to such property, machinery, equipment, appliances, furniture, fixtures and fitting provided by the Hong Kong Rugby Union. If any such premises, property, machinery or equipment is found damaged or lost, as the case may be, in whatsoever scale and from whatsoever cause while in the possession or control of the Permit Holder, the Permit Holder shall pay the cost for all repair or replacement of the same plus a sum to be advised by the Hong Kong Rugby Union as administrative overhead charges.
- (d) All property, machinery, equipment, appliances, furniture, fixtures and fitting so provided for the Permit Holder under the Agreement, shall remain the property of the Hong Kong Rugby Union, and the Hong Kong Rugby Union reserves the right to take stock checking of the same at any time and the Permit Holder shall provide every assistance to the Hong Kong Rugby Union for this purpose.
- (e) An inventory of the property, machinery, equipment, appliances, furniture, fixtures and fitting is specified in the Fourth Schedule of SCHEDULES which shall be agreed with the Permit Holder. Revised inventories shall be prepared by the Permit Holder every subsequent year for agreement with Hong Kong Rugby Union. In the event of any dispute as to the content of any inventory, Hong Kong Rugby Union's decision will be final.
- (f) The Permit Holder shall accept the Permitted Area and the Hong Kong Rugby Union's provisions in the state and condition in which possession is given.
- (g) The Permit Holder shall accept full responsibility of maintaining its own property, machinery, equipment, appliances, furniture and fitting which are not included in the Fourth Schedule of SCHEDULES.

25. Access Granted to the Permit Holder

- (a) The Hong Kong Rugby Union shall grant access of the Venue or any part thereof to the Permit Holder as may be necessary for him, his employees or agents to perform his obligations under the Agreement, provided that the Hong Kong Rugby Union shall be entitled to close the Venue or any part thereof or to prohibit any vehicular access to the Venue at any time and for any period if the Hong Kong Rugby Union considers it prudent and expedient to do so. Such closure should not be deemed to be a breach of the Agreement by the Hong Kong Rugby Union.
- (b) Upon such closure or prohibition of access or on demand of the Hong Kong Rugby Union, the Permit Holder and his employees and agents shall forthwith suspend the Catering Services, remove the plant, equipment, materials and vehicles under the control of the Permit Holder from the Venue.

26. Inconveniences or Annoyances Caused at the Venue

- (a) The Permit Holder shall ensure that his employees or agents shall perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.

- (b) The Permit Holder shall use his best endeavor to avoid causing nuisance or annoyance to the users using the Venue or to the Hong Kong Rugby Union's staff or agents working there while carrying out his Catering Services. The Hong Kong Rugby Union shall be, without prejudice to any rights it has under the Agreement and without releasing or discharging the Permit Holder of his obligations hereunder and without compensation whatsoever to the Permit Holder, entitled to suspend the Catering Services or by whatever means the Hong Kong Rugby Union may consider suitable to stop the Permit Holder so as to prevent him from causing further nuisance to the users of the Venue and the Hong Kong Rugby Union's staff or agents working there.
- (c) The Permit Holder shall not place or leave, or cause, suffer or permit to be placed or left any of his trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any places within the Venue other than the Permitted Area or otherwise howsoever encumber or encroach such places and shall forthwith remove the same to a place designated by the Hong Kong Rugby Union if the Hong Kong Rugby Union in its opinion considers that they may cause encumbrance or encroachment. In the event of any breach of this clause and without prejudice to any other rights and remedies which the Hong Kong Rugby Union has or may have under the Agreement, the Hong Kong Rugby Union shall be entitled to take all such steps as may be necessary to forthwith remove any such encumbrances or encroachments thereby constituted and without notice to the Permit Holder to seize and dispose of any such property in such manner as the Hong Kong Rugby Union may see fit without any liability whether towards the Permit Holder or any Person otherwise and the Permit Holder shall pay the Hong Kong Rugby Union on demand all the costs in relation with such removal and/or disposal which are incurred by the Hong Kong Rugby Union.

27. Inspections and Rejections

- (a) The Catering Services carried on by the Permit Holder shall be subject to inspection by the Hong Kong Rugby Union at any time.
- (b) Without prejudice to any other rights provided under the Agreement, the Hong Kong Rugby Union may reject any action undertaken by the Permit Holder or result of such action which does not strictly conform to the terms and conditions of the Agreement.
- (c) Within twenty-four (24) hours of being notified in writing of the rejection of any action undertaken by the Permit Holder or result of such action the Permit Holder shall take necessary action to rectify such rejected action or result of action to the satisfaction of the Hong Kong Rugby Union.
- (d) If the Permit Holder shall fail to rectify such rejected action or result of action, the Hong Kong Rugby Union may without prejudice to any other rights and remedies available to the Hong Kong Rugby Union carry out and complete such rectification by its own staff or by its agents. All costs and expenses whatsoever which may be incurred by the Hong Kong Rugby Union thereof shall be recoverable in full from the Permit Holder forthwith on demand.

28. Permit Holder's Act, Default, etc

- (a) Any act, default, neglect or omission of any employee, agent or invitee of the Permit Holder shall be deemed to be the act, default, negligence or omission of the Permit Holder.
- (b) It shall be regarded as a default, if the Permit Holder:
- i) shall have abandoned the Agreement; or
 - ii) shall persistently or flagrantly neglect to carry out his obligations under the Agreement; or
 - iii) shall fail to carry out all or any of the rectification as stipulated in Clause 27. (c) within the time specified.
- (c) Without prejudice to any other rights provided for under the Agreement, the Hong Kong Rugby Union is entitled to claim indemnity from the Permit Holder against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Hong Kong Rugby Union may sustain or incur or which may be brought or established against it

as a result of the Permit Holder's default.

- (d) Notwithstanding the above provision, the Hong Kong Rugby Union may at its own discretion terminate the Agreement in accordance with Clause 33 hereof as a result of the Permit Holder's default.

29. Accidents to Permit Holder's Employees

- (a) The Hong Kong Rugby Union and its employees and agents shall not be under any liability whatsoever for or in respect of any injury to or death of any of the Permit Holder's employees or agents save and except such injury or death caused by the negligence of the Hong Kong Rugby Union or its employees or agents. The Permit Holder shall indemnify the Hong Kong Rugby Union and its employees or agents against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever in respect of any such injury or death for which the Hong Kong Rugby Union and its employees and agents are not liable under this clause.
- (b) The Permit Holder shall effect and keep in force at his own expense a policy of insurance against all liability to pay damages or compensation as aforesaid in respect of all staff and other Persons other than the Hong Kong Rugby Union employees who may be employed by the Permit Holder on any work done in pursuance of the Agreement with an insurance company authorized by the Insurance Ordinance (Cap. 41) and on such terms and conditions to be approved by the Hong Kong Rugby Union, and shall, as and when required, deposit with the Hong Kong Rugby Union for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premiums.
- (c) In the event of any staff or other Persons employed by the Permit Holder on any work done in pursuance of the Agreement suffering any personal injury or death, the Permit Holder shall within forty-eight (48) hours notify the Hong Kong Rugby Union in writing and whether there be a claim for a compensation or not, the Permit Holder shall, as soon as it is practicable thereafter, give notice in writing of such personal injury or death to the Commissioner for Labour and the insurer.

30. Liability and Indemnity

- (a) The Permit Holder shall indemnify the Hong Kong Rugby Union and keep the Hong Kong Rugby Union fully and effectively indemnified against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Hong Kong Rugby Union may sustain or incur or which may be brought or established against it by any Persons and which in any cases arise out of or in relation to or by reasons of:
- i) the negligence, recklessness or willful misconduct of the Permit Holder, his employees or agents; or
 - ii) the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by the Permit Holder, his employees or agents; or
 - iii) any defaults, unauthorized acts or omissions of the Permit Holder, his employees or agents; or
 - iv) the non-compliance with any applicable laws and any requirements or regulations of any Government authorities or agencies in connection with the performance of the obligations under this Agreement by the Permit Holder, his employees or agents; or
 - v) any loss or damage sustained by or any injury to or death of any third party which is partially or jointly in consequence of any negligence, omission, default of the Hong Kong Rugby Union or its employees or any agent under statute and under common law as long as such loss or damage sustained by or any injury to or death of such third party is partially or jointly attributable to the Permit Holder or his employees or agents engaged by the Permit Holder (if any) in the manner as described in i) to iv) above.
- (b) The indemnities, payment and compensation given in pursuance of the Agreement by the Permit Holder shall not be affected or reduced by reason of any failure or omission of the Hong Kong

Rugby Union in enforcing any of the terms and conditions of the Agreement, or in supervising or controlling the Permit Holder's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Permit Holder, his employees or agents.

- (c) The Permit Holder shall not do anything which may damage the reputation or image of the Hong Kong Rugby Union / Rugby Union Club and The Permit Holder cannot sell any Products / Services bearing the Hong Kong Rugby Union / Rugby Union Club trademarks / logos / any intelligent properties items without the prior written permission of the Hong Kong Rugby Union.

31. Insurance

- (a) The Permit Holder shall maintain in force (at its own expenses) for the term of this Agreement and for such period of time after its termination as may be reasonable:
- i) employer's compensation insurance for a sum not less than that required under the law of Hong Kong; and
 - ii) comprehensive general liability insurance, including public liability and product liability insurance in respect of any loss or damage to property or personal injury or death of any person as a result of provision of the Catering Services, for the minimum amount of HK\$25 million per occurrence. There shall be no limit to the number of claims during the period of insurance.
- (b) The insurance policies as described in Clause 31. a) i) and ii) shall be with a reputable insurer, include an indemnity to principals clause/name the Hong Kong Rugby Union as a joint beneficiary and shall not include unreasonable excesses. Within 14 calendar days of a request by the Hong Kong Rugby Union, the Permit Holder shall provide evidence of the insurances which it is obliged to maintain under this clause.
- (c) The Permit Holder shall notify the Hong Kong Rugby Union immediately of any accident, damage or incident which arises as a result of the performance by the Permit Holder of the Services and is likely to form or is capable of forming the subject of a claim under the Permit Holder and/or the Hong Kong Rugby Union insurance and shall give all such information and assistance in respect of a claim that the Hong Kong Rugby Union's insurers may require. The Permit Holder shall not negotiate, pay, settle, sanction, admit or repudiate any claim without the Hong Kong Rugby Union's written consent, and shall permit the Hong Kong Rugby Union's insurers to take proceedings in the name of the Permit Holder to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by that insurance.
- (d) The policy of insurance shall cover full liability to pay damages or compensation as a result of the damage to properties, death of or injury to or illness suffered by any Person arising out of any act or default of the Permit Holder, or the Hong Kong Rugby Union or their employees and agents. The policy of insurance shall also indemnify all sums which the Permit Holder and the Hong Kong Rugby Union shall become legally liable to pay as compensation for bodily injury due to poisoning by food and/or drinks supplied by the Permit Holder at the Venue.
- (e) The Permit Holder shall keep the aforesaid policy of insurance in force during the continuance of the Agreement and shall, if required, deposit with the Hong Kong Rugby Union for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premiums.
- (f) If the terms of the policy of insurance taken out by the Permit Holder require the insured parties to bear any excess amount in the event of claims, the Permit Holder shall be personally and solely responsible for the payment of such excess amount and shall indemnify the Hong Kong Rugby Union for such payment.
- (g) The policy of insurance shall include a cross liability clause.
- (h) The Permit Holder is responsible to lodge all claims with the insurance company and shall deal with the said company upon receipt from the Hong Kong Rugby Union or otherwise of a report

on any injury, death, loss or damage.

- (i) The Permit Holder shall take out a Third Party Liability Insurance, including cover for food poisoning and the company and its insurers shall waive their right of recourse against the Hong Kong Rugby Union and its insurers.

32. Failure to Insure

If the Permit Holder shall fail to effect or to keep in force the policy of insurance referred to in Clauses 29 and 31 or any other Policy of Insurance which it may be required to effect under the terms and conditions of the Agreement, the Hong Kong Rugby Union may effect and keep in force any such policy of insurance and pay such premium or premiums thereof as may be necessary for that purpose and may from time to time deduct the amount so paid from the Security Deposit in accordance with Clause 7 hereof or may recover the same as a debt due from the Permit Holder.

33. Termination

- (a) Hong Kong Rugby Union may terminate this entire Agreement immediately by notice in writing to the Permit Holder if:

- i) the Government terminates Hong Kong Rugby Union's tenancy of the Venue or Hong Kong Rugby Union has to vacate the Venue for any reason.
- ii) there is a change in Control of the Permit Holder. For the purpose of this clause "Control" shall mean the ability to direct the affairs of another, whether by contract, by virtue of the ownership of shares, or otherwise.

- (b) Without prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Hong Kong Rugby Union, the Hong Kong Rugby Union may at any time by notice summarily terminate the Agreement without entitling the Permit Holder to compensation in any of the following events:

- i) if the Permit Holder fails or neglects to observe or perform any of the terms and conditions of the Agreement or fails to pay any of the sums payable by the Permit Holder under the Agreement or in the case of a breach capable of being remedied, will have failed within fourteen (14) days or such longer period as the Hong Kong Rugby Union may allow after the receipt of a notice in writing from the Hong Kong Rugby Union so to do to remedy the breach (such notice shall contain a warning of the Hong Kong Rugby Union's intention to terminate the Agreement); or
- ii) if the Permit Holder goes into liquidation, or is at any time adjudged bankrupt, or is having a receiving order or orders for administration of his estate made against him, or takes any proceedings for liquidation or composition under the Bankruptcy Ordinance (Cap.6) for the time being in force, or becomes insolvent, or makes a proposal for a composition or a scheme of arrangement or makes any conveyance or assignment of his effects for the benefit of his creditors or purports so to do, or suffers any execution to be levied on his goods and assets in the Permitted Area, or a petition is filed for the bankruptcy or winding up of his Catering Services otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Hong Kong Rugby Union in writing;
- iii) if the Permit Holder, being a company, passes a resolution, or the court makes an order, or a receiver or manager is appointed on behalf of the debenture holders, or circumstances which entitle the court or debenture holders to appoint a receiver or manager have arisen, for the liquidation of the Permit Holder's assets; or
- iv) if the Permit Holder assigns or purports to assign all or any part of the burden or benefits of the Agreement without the prior written consent of the Hong Kong Rugby Union.

- (c) If the Hong Kong Rugby Union shall at any time be prevented from performing the Agreement by force majeure, then the Agreement shall terminate immediately but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the terms and conditions of the Agreement.

- (d) For the purpose of Clause 33. d), “force majeure” means acts of God, strikes, lockouts, acts of war, civil disorders, governmental laws, orders or regulations or other similar different events or contingencies beyond the reasonable control of the respective parties. For these purposes an event shall not be deemed to be within the control of the Hong Kong Rugby Union on the ground the Hong Kong Rugby Union could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or Person.
- (e) Tenderers shall note that after commencement of the Agreement, either the Hong Kong Rugby Union or the successful Tenderer may terminate the Agreement by serving to the other party a three (3) months’ prior notice in writing of termination specifying the date of termination provided the said date of termination shall be a date at least six (6) months after the commencement of the Agreement.

34. Effect of Termination

- (a) At the end or sooner termination of the Agreement:
 - i) the Permit Holder shall immediately deliver up vacant possession of the Permitted Area including the appliances, furniture, fixtures and fittings provided by the Hong Kong Rugby Union or the Hong Kong Rugby Union therein in good repair (fair wear and tear excepted) and in clean and hygienic condition. Provided always that where the Permit Holder has made any alterations or installed any fixtures or additions to the Permitted Area with or without the Hong Kong Rugby Union’s consent, the Hong Kong Rugby Union may at its discretion require the Permit Holder to reinstate or remove at the Permit Holder’s own expense such alterations, fixtures, fittings or additions or such part or portion thereof as the Hong Kong Rugby Union may require and to make good and repair in a proper and workmanlike manner any damage to the Permitted Area and to the fixtures and installations thereof before delivering up the Permitted Area to the Hong Kong Rugby Union;
 - ii) the Permit Holder shall at his own expense forthwith retreat all his employees or agents and remove from the Permitted Area all his fixtures, fittings, structures, materials, machinery, equipment, plant and all other properties which the Hong Kong Rugby Union does not desire to take over. The Permit Holder shall at his own expense make good any damage to the Hong Kong Rugby Union premises, property, machinery and equipment which are caused by such retreat or removal;
 - iii) the Permit Holder shall return all the Hong Kong Rugby Union, property, machinery and equipments provided by the Hong Kong Rugby Union under the Agreement in the manner as stipulated in Clause 24 hereof;
 - iv) if the Permit Holder shall fail to comply with Clause 34. (a) ii), the Hong Kong Rugby Union may forthwith enter the Permitted Area to remove any Persons therein, or to remove any fixtures and fittings so installed or erected, or any property, materials, machinery and equipments found therein and to effect the necessary repair and cleansing work so as to keep the Permitted Area in a good repair, clean and serviceable condition. The Hong Kong Rugby Union reserves the right to take over or to dispose of in whatsoever manner it deems appropriate and without any liability and compensation whether towards the Permit Holder or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Permit Holder upon the termination of the Agreement. All costs, losses, damages or expenses incurred by the Hong Kong Rugby Union as a direct or indirect result of the breach of the Agreement under this clause shall be recoverable as a debt due from the Permit Holder.
- (b) Any termination of the Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

35. Recovery of Sums Due

Wherever under the Agreement any sum of money shall be recoverable from or payable by the Permit Holder, the same may be deducted from any sum then due or which at any time thereafter may become due to the Permit Holder under this or any other agreement with the Hong Kong Rugby Union or from the Security Deposit in cash or by making a call on the banker's guarantee in accordance with Clause 7 hereof forthwith without notice.

36. Jurisdiction

The Agreement shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

37. Applicability of Public Health and Municipal Services Ordinance

The Agreement is subject to the provisions of the Public Health and Municipal Services Ordinance (Cap. 132), and of all regulations made thereunder, which may be applicable to the Venue, the Permitted Area and to the Catering Services.

38. Compliance with Law and Government Requirements

The Permit Holder shall observe and comply with all applicable laws of the Hong Kong Special Administrative Region and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of his obligations under the Agreement.

39. Service of Notice

(a) Any notice to be given herein shall be in writing and shall be sent to the address of the recipient set out in the Agreement or to such other address as either party shall notify the other in writing. Notice may be delivered personally or by pre-paid post, by courier or facsimile. Alternative details may be notified by a party for the purposes of this clause.

(b) Any notice shall be deemed given:

- i) When left at the address of the recipient if delivered by hand during normal business hours;
or
- ii) One (1) working day after despatch by post; or
- iii) When successfully despatched by facsimile.

40. Waiver of Remedies

(a) No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party. Nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.

(b) Acceptance of any payment by the Hong Kong Rugby Union shall not be deemed to operate as a waiver by the Hong Kong Rugby Union of any right to proceed against the Permit Holder in respect of any breach, non-observance or non-performance by the Permit Holder of any of the terms and conditions of this Agreement on the Permit Holder's part to be observed and performed.

41. Severability

(a) In the event that any provisions of the Agreement or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal or otherwise howsoever unenforceable under applicable laws of the Hong Kong Special Administrative Region, such provisions or such part of such provisions, as the case may be, to but only to the extent required by such laws, shall be severed from the Agreement and rendered ineffective so far as possible without modifying the remaining provisions hereof.

(b) If at any time any one or more provisions hereof shall be adjudged to be invalid or illegal in any respect under any applicable laws of the Hong Kong Special Administrative Region, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.

(c) Where, however, the provisions or any such applicable laws of the Hong Kong Special Administrative Region may be waived, they are hereby waived by the parties hereto to the full extent permitted by such laws to the end that the Agreement shall be valid, binding and enforceable in accordance with its terms and conditions.

42. Licences and / or Certificates

Hong Kong Rugby Union shall obtain such licenses and or certificates as are necessary to enable the Catering Services to be provided at the Venue (including any club or liquor license).

43. Relationship of the Parties

(a) Nothing in the Agreement shall be construed as in any way constituting a partnership between the parties.

(b) Neither party shall without the prior approval in writing of the other commit that other party to any obligation other than those prescribed in the Agreement.

44. Arbitration

If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with the Agreement the same may be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a single arbitrator, sitting in the Hong Kong Special Administrative Region, who shall arbitrate the dispute or difference in accordance with the provisions of the Arbitration Ordinance (Cap. 341) or any related statutory enactments thereof for the time being in force. The award of the arbitrator shall be final and binding on both parties. The arbitrator's fees shall be borne by the parties in equal shares unless the arbitrator determines that the fees shall be borne in some other shares.

45. Entire Agreement

The Agreement embodies the entire understanding of the parties and supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire Agreement between the parties relating to the subject matter thereof. No addition to or modification of any provisions of the Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

SCHEDULES

First Schedule

MONTHLY PERMIT FEE

(Please complete and insert it in the "Fees Proposal Envelope")

- A. Subject to Paragraph B below, the Permit Holder shall pay to the Hong Kong Rugby Union a Monthly Permit Fee within ten (10) calendar days after the end of every calendar month without any reduction throughout the Term as regards the grant of a Permit by the Hong Kong Rugby Union to operate the catering services at the following rate:

A monthly permit fee equal to _____ PLUS _____% of Gross Catering Receipts.

- A. When payment of the Monthly Permit Fee of any month is overdue, the Permit Holder shall pay to the Hong Kong Rugby Union a surcharge on that outstanding Monthly Permit Fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payment falls due.
- B. The term of the tenancy will be twenty four (24) months certain commencing on the date of possession of the permit to be given by Hong Kong Rugby Union.

Name of Tenderer: _____ Date: _____

Name of Authorized Representative: _____

Signature of Tenderer or Authorized Representative*: _____
 (with firm/company chop)

* Delete as appropriate

SCHEDULES

Second Schedule

Catering Services

(Please complete and insert it in the “Technical Proposal Envelope”)

1. Provision of Catering Services

The Permit Holder shall have the exclusive right to provide Catering Services at the Venue. The Catering Services will consist of the following:

- a) the provision of a “**Kiosk Service**” providing hot and cold snacks, confectionary, beverages and other food or drink appropriate to the needs of the Guests and as agreed with Hong Kong Rugby Union. The Kiosk Service shall be provided **as a minimum between the hours of 4pm until 11pm on weekdays, 8am until 11pm on weekends, public holidays and with extensions to be mutually agreed based on bookings and demand.**
- b) the provision of a “**Restaurant Service**” providing a range of hot and cold food and beverages as agreed with Hong Kong Rugby Union. The restaurant should provide a range of sit down Chinese or Western style cuisine as agreed with Hong Kong Rugby Union but will provide as a minimum takeaway food. The Restaurant Services shall be provided on days where a significant level of Guest attendance at Venue is expected e.g. when a rugby club training session or event or function is being held. Such days will be notified to the Permit Holder by Hong Kong Rugby Union from time to time.
- c) the provision of “**Event Catering**”. In the event of a function or event being held at the Venue including sporting events, banqueting, conferences, exhibitions and meetings, the Permit Holder may be required to provide appropriate catering for that event. Event bookings and catering requirements will be notified to the Permit Holder from time to time.

2. General catering obligations

The Permit Holder shall in the provision of Catering Services:

- a) develop food and beverage menus for the Kiosk Services, Restaurant Services and Event Catering for approval by Hong Kong Rugby Union;
- b) consult and agree with the Hong Kong Rugby Union on the prices to be charged to Guests for all food and beverage items to be supplied in the kiosk, restaurant or as part of catering for an event and ensure that prices are competitive and in line with that charged by similar venues. Without prejudice to the foregoing, the Permit Holder acknowledges and agrees that in consideration of Hong Kong Rugby Union (not the Permit Holder) investing in the fit out and refurbishment of the Permitted Area, the pricing of food and beverage items shall reflect the cost savings made by the Permit Holder as a result of Hong Kong Rugby Union being responsible for the investment. In the event of a dispute as to the price to be charged, the decision of Hong Kong Rugby Union shall be final;
- c) ensure that every item of food and/or beverage served at the Venue or otherwise supplied for consumption is fresh, wholesome, healthy, safe and fit for consumption and within the applicable sell by or consumption dates;
- d) not sell or allow the sale or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor or spirits to any persons under 18;
- e) ensure to utilize Point-of-sale machine to record the daily sales and transaction and submit to Hong Kong Rugby Union on a regular basis;
- f) ensure to submit the basic operating hours. Due to the booking status, permit holder will be updated by Hong Kong Rugby Union from time to time for adjusting the operating hours; and

g) ensure to submit basic staffing projection.

3. Exclusive use of the Permitted Area

All bookings received for the exclusive use of any of the Permitted Area shall be referred to Hong Kong Rugby Union who shall have the sole discretion to accept or refuse any such booking. Hong Kong Rugby Union shall consult with the Permit Holder on the booking fees payable by Guests for booking the Permitted Area.

If any reservation of whole permitted area for private party or event, it is not allowed to bring external food, alcoholic beverages and beverages in cans or bottles.

4. Additional Sales

Ancillary to the Catering Services, the Hong Kong Rugby Union may from time to time require the Permit Holder to sell sporting goods and similar products from the Permitted Area or other facilities at the Venue. Hong Kong Rugby Union shall supply the goods to the Permit Holder from time to time and all sales and revenue generated from their sale shall belong to Hong Kong Rugby Union.

SCHEDULES

Third Schedule

INFORMATION ON TENDERERS

(Please complete and insert it in the “Technical Proposal Envelope”)

Tenderers are required to provide the following information –

1. If my/our tender is accepted, I/we shall, pursuant to Clause 12. a) of the Notes for Tenderers, deposit with the Hong Kong Rugby Union, not later than seven (7) days before the commencement of the Term or at such time as shall be directed by the Hong Kong Rugby Union the sum of fifty thousands (HK\$50,000) payable to the ‘Hong Kong Rugby Union’ as security for the due and faithful performance of the Agreement either:
 - a) in cash; or
 - b) in the form of a banker's guarantee approved by the Hong Kong Rugby Union and issued by a bank licensed under Section 16 of the Banking Ordinance (Cap. 155). I/We shall keep the banker’s guarantee valid for three (3) more months after the expiry of this Agreement.

Signature of Tenderer or Authorized Representative*: _____
 (with firm/ company chop)

Dated this _____ day of _____

* Delete as appropriate

2. In support of my/our offer for the grant of the Permit, I/we would provide the following information:
 - A) **If the Tenderer is a Sole Proprietor** – (If the Tenderer is not a sole proprietor of the business he is bidding for, please strike out (A) and go to (B). If the Tenderer is a sole proprietor, please complete (A) and strike out (B) and (C)).
 - a) Name of Owner / Proprietor: _____
 - b) Hong Kong Identity Card Number: _____
 - c) Residential Address: _____
 - d) Telephone Number: _____ Facsimile Number: _____
 - e) Length of experience in providing the service bidding for: _____
 - f) Business Registration Certificate Number of the business being operated: (if any) _____
 - Expiry Date of Business Registration Certificate (if applicable): _____
 - g) Name of Banker and Branch dealing with the business being operated: _____
 - Address of Banker and Branch _____

Bank Account Number: _____

- h) I submit this tender for and on my own behalf as the sole proprietor with details as shown above. I also attach herewith documentary evidence to show relevant experience.

Signature of Owner/Proprietor (i.e. the Tenderer): _____

Date: _____

B) **If the Tender is a Firm or other Body Unincorporated** – (If the Tenderer is a body corporate, please strike out B) and go to C))

a) Name of the Firm: _____

b) Address of the Firm: _____

c) Telephone Number: _____ Facsimile Number: _____

d) Length of experience in providing the service bidding for: _____

e) Business Registration Certificate Number of the business being operated: _____
 Expiry Date of Business Registration Certificate: _____

f) Name of Banker and Branch dealing with the business being operated: _____

Address of Banker and Branch: _____

Bank Account Number: _____

g) Names of all Partners in BLOCK letters: _____

Residential Address of Partners (in above order): _____

- h) I myself am a partner of the said firm and am duly authorized to bind the said firm and all its partners by my signature. I attach to the Tender Form a letter certifying that I am the authorized person to sign contracts/agreements on behalf of my firm/partners. I also attach herewith the documentary evidence to show relevant experience.

Signature of Authorized Representative: _____
 (with firm/company chop)

Name of Authorized Representative: _____

Date: _____

C) If the Tenderer is a Body Corporate

a) Name of the Body Corporate: _____
 If a Subsidiary, Name of Parent Company: _____

b) Address of Registered Office: _____

c) Telephone Number: _____ Facsimile Number: _____

d) Certificate of Incorporation Number of the Company: _____

Limited or Unlimited Liability: _____

Year of Establishment: _____

e) Business Registration Certificate Number of the business being operated: _____
 Expiry Date of Business Registration Certificate: _____

f) Name (in BLOCK letters) and Residential Address of the Managing Director: _____

g) Name (in BLOCK letters) and Residential Address of the Company Secretary: _____

h) Name of Banker and Branch dealing with the business being operated: _____

Address of Banker and Branch: _____

Bank Account Number: _____

i) I am the Managing Director/Company Secretary (please specify) of the said company and am duly authorized to bind the said company by my signature. I attach to the Tender Form a certified true copy of the company's Board Minutes showing that I am duly authorized by the Board of Directors to undertake the above-mentioned responsibility. I also attach herewith documentary evidence to show relevant experience.

Signature of Authorized Representative: _____
(with firm/company chop)

Name of Authorized Representative: _____

Date: _____

D) Description and history (with dates) of past experience in the relevant business (if there is not enough space, please use separate sheets) and documentary proofs. e.g. Licences issued by the Food and Environmental Hygiene Department, Business Registration Certificates, contracts, reference letters, etc, which can show that the Tenderer has the minimum years of experience in operating any of the catering service as required under Clause 13. a) ii) of the Notes for Tenderers.

E) Other business being run at present: _____

F) Proposed investment: _____

G) Proposed no. of staff to be employed for providing the service bidding for: _____

H) Other information:

3. In the event of any queries relating to my/our offer, please contact:

_____ Tel. No.: _____

Name(s) and address(es) of Tenderer and Authorized Representative signing this document:

_____ Tel. No.: _____

Signature of Tenderer or Authorized Representative** :

_____ (with firm/company chop)

Dated this _____ day of _____

- Note:
- i) All the particulars required above must be accurately completed and the supply of any Untruthful particulars or wilful omission may lead to rejection of this tender.
 - ii) Any alternatives, which are not applicable, should be struck out.
 - iii) Tenderers are requested to read carefully each and every part of the Tender Documents.
 - iv) The information provided will be used solely for processing of this tender exercise.

** Tenderer must delete as appropriate.

SCHEDULES**Fourth Schedule**

LIST OF KITCHEN EQUIPMENTS
PROVIDED BY THE HONG KONG RUGBY UNION FOR THE CATERING SERVICES
AT THE PERMITTED AREA

Item	Description	Manufacture	Model/Dimensions	Quantity
	<u>Kitchen Area</u>			
1.	Stainless steel 2-doors upright cabinet with one adjustable intermediate shelf for each compartment	Custom Fabrication	700 x 700 x 1800 mmH	1
2.	Stainless steel mobile table with 2-undershelves	Custom Fabrication	1200 x 700 x 850 mmH	1
3.	Stainless steel work top cabinet with 2-sliding doors and one adjustable intermediate shelf	Custom Fabrication	1800 x 650 x 850 mmH	1
4.	Stainless steel counter char broiler	Custom Fabrication	900 x 700 x 300 mmH	1
5.	Stainless steel equipment stand table with 1-undershelf	Custom Fabrication	1200 x 750 x 550 mmH	1
6.	Stainless steel filter type exhaust hood	Custom Fabrication	1300 x 850 x 650 mmH	1
7.	Pizza Oven	FARGO	CE-210FB	3
8.	Stainless steel pizza oven stand table with angle slides for pizza tray	Custom Fabrication	1410 x 1000 x 550 mmH	1
9.	Stainless steel filter type exhaust hood	Custom Fabrication	1450 x 1200 x 400 mmH	1
10.	Twin Tank Fryer	FAGOR	FE-720	1
11.	Stainless steel work table with 2-undershelves	Custom Fabrication	400 x 750 x 850 mmH	1
12.	Stainless steel counter char broiler	Custom Fabrication	900 x 700 x 300 mmH	1
13.	Counter Electric Griddle	LEEGO	LG-24K	1
14.	Stainless steel 2-drawers equipment stand refrigerator with self-contained compressor	Custom Fabrication	1550 x 750 x 550 mmH	1
15.	Stainless steel work table with 2-undershelves	Custom Fabrication	600 x 750 x 850 mmH	1
16.	4-Burners Cooking Range with Oven	FAGOR	CG-741	1
17.	Stainless steel work table with 2-undershelves	Custom Fabrication	500 x 750 x 850 mmH	1
18.	Stainless steel wall mounted pot rack shelf	Custom Fabrication	2600 x 350 mmW	1
19.	Wall Mounted Salamander			1
20.	Stainless steel wall mounted pot rack shelf	Custom Fabrication	1300 x 350 mmW	1
21.	Stainless steel 1-wok Chinese cooking range with rear pot	Custom Fabrication	1100 x 1250 x 800 mmH	1
22.	Stainless steel water-wash type exhaust hood	Custom Fabrication	5850 x 1300 x 650 mmH	1
23.	Stainless steel exhaust hood control panel	Custom Fabrication	800 x 750 x 1650 mmH	1
24.	Walk-in Cooler	KOLDTECH	2650 x 4850 x 2500 mmH	1
25A	4-Tiers Upright Shelving	IMS	C1436S	2
25B	4-Tiers Upright Shelving	IMS	C1448S	2
25C	4-Tiers Upright Shelving	IMS	C1460S	1
26.	Stainless steel work top cabinet with 2-sliding doors and one adjustable intermediate shelf	Custom Fabrication	1400 x 500 x 850 mmH	1
27.	Stainless steel 2-doors work top refrigerator with self-contained compressor	Custom Fabrication	1400 x 600 x 850 mmH	1

28.	Stainless steel 3-doors sandwich refrigerator with 6 x GN 1/5 containers and self-contained compressor	Custom Fabrication	1800 X 600 X 850 mmH	1
29.	Stainless steel 2-tiers table mounted shelf	Custom Fabrication	1400 x 250 x 850 mmH	1
30.	Stainless steel 2-tiers table mounted shelf	Custom Fabrication	1800 x 250 x 850 mmH	1
31.	Stainless steel sink table with pre-rinse faucet and grease trap	Custom Fabrication	1900 x 750 x 850 mmH	1
32.	Stainless steel twin sink table with grease trap	Custom Fabrication	1500 x 750 x 850 mmH	1
33.	Stainless steel wall mounted shelf	Custom Fabrication	2200 x 300 mmW	1
34.	Upright Refrigerator			1
35.	Upright Refrigerator			1
	<u>Bar Area</u>			
36.	Ice Cuber	MANITOWOC	SD-0602A	1
37.	Stainless steel work top cabinet with 2-sliding doors and one adjustable intermediate shelf	Custom Fabrication	1000 x 750 x 850 mmH	1
38.	Stainless steel 3-doors back bar refrigerator with self-contained compressor	Custom Fabrication	1900 x 750 x 850 mmH	2
39.	Stainless steel sink table glass rack angle slides and grease trap	Custom Fabrication	1700 x 700 x 850 mmH	1
40.	Spare No.			
41.	Stainless steel work table with open base	Custom Fabrication	900 x 700 x 850 mmH	1
42.	Syrup Tank			Lot
43.	Stainless steel work table with open base	Custom Fabrication	1250 x 700 x 850 mmH	1
44.	Stainless steel drop-in cocktail unit	Custom Fabrication	600 x 450 x 300 mmH	1
45.	Draught Beer Instant Cooler			1
46.	Draught Beer Dispensing Tap			2
47.	Stainless steel work table with open base	Custom Fabrication	1000 x 700 x 850 mmH	1
48.	Stainless steel speed rail	Custom Fabrication	1250 x 110 x 175 mmH	1
49.	Stainless steel sink table with grease trap	Custom Fabrication	1200 x 700 x 850 mmH	1

SCHEDULES**Fifth Schedule****PERFORMANCE STANDARD**

(Please complete and insert it in the "Technical Proposal Envelope")

i. **The Performance Standards**

Performance Standards shall be set from time to time in agreement with the Permit Holder provided that the first set of Performance Standards will be set no later than (6) months after the Commencement Date. In the event of any dispute, Hong Kong Rugby Union's decision shall be final.

2. **Monthly Meeting**

a) The Permit Holder shall have monthly meetings with Hong Kong Rugby Union on days agreed by the parties to discuss issues arising in the performance of the Catering Services, including finance, operations and marketing.

b) In the case of any question arising as to any of the following matters:

- i) as to necessity of closing the Venue or any part of the Venue due to emergency, or for any other reason;
- ii) as to the standard and quality of the Catering Services;
- iii) as to the method or means by which the Catering Services are to be provided; or
- iv) as to whether any audit is necessary.

Hong Kong Rugby Union shall state its reason in writing and such decision shall be final and binding on the Permit Holder provided that Hong Kong Rugby Union may at its discretion cancel or substitute any other decision in its place at any time.

3. **Monitoring of the Performance Standards**

i) Hong Kong Rugby Union shall monitor the Performance Standards together with the Permit Holder on a quarterly basis. If at a quarterly review meeting, the Permit Holder is not on target to meet the Performance Standards for that year, the Permit Holder shall indicate to Hong Kong Rugby Union within 10 days of the review period why in the Permit Holder reasonable opinion, it is not on target and at the same time provide to Hong Kong Rugby Union a proposal to meet the Performance Standards. Any proposal must be realistic and achievable and if appropriate should identify actions which the Hong Kong Rugby Union could take to facilitate achievement of the Performance Standards. Any proposal from the Permit Holder should provide, with justification, revised Performance Standards for consideration by the Hong Kong Rugby Union. Any agreed proposal for remedy must be implemented by the Permit Holder in accordance with its terms and the timescale(s) agreed.

ii) At the end of each year, if the Permit Holder has failed to meet any of the Performance Standards, this will be deemed to be a material breach (incapable of remedy) entitling Hong Kong Rugby Union to terminate the Agreement in whole or in part in accordance with Clause 33 b) i).

AGREEMENT

This AGREEMENT made this _____ day of _____ 2018 BETWEEN the Hong Kong Rugby Union whose Head office is located at the Room 2001, Olympic House, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong of the one part AND _____ ('the Permit Holder') of the other part.

THE PARTIES HERETO agree as follows:

1. The Hong Kong Rugby Union hereby grants to the Permit Holder a Permit to conduct Catering Services in the Permitted Area at the King's Park Sports Ground for the period and on the terms and conditions set out in the following documents –
 - i) Tender Form;
 - ii) Interpretation;
 - iii) Notes for Tenders;
 - iv) Conditions of Contract; and
 - v) Schedules.

2. In consideration of the grant of the Permit, the Permit Holder agrees to pay to the Hong Kong Rugby Union the Monthly Permit Fee and to observe and perform the terms and conditions of this Agreement.

THE PARTIES HERETO have set their hands the day and year first before written.

Signed for and on behalf of the Hong Kong Rugby Union by _____)
 (Name and Post) _____)

in the presence of _____)
 (Name and Post) _____)

Signature of the Permit Holder/Authorized Representative* _____)
 (name and HKID no. of the Permit Holder/Authorized Representative*) _____)
 (with firm/company chop, if appropriate) _____)

in the presence of _____)
 (name and HKID no.) _____)

* Delete as appropriate

SCHEDULES

Sixth Schedule

Please provide the suggested menu and price structure of food and commodities and submitted in the “Technical Proposal Envelope”)

Menu Proposal and Price Structure of
Food and Commodities for Catering Services
at the King’s Park Sports Ground, Ho Man Tin, Kowloon

A. Menu Proposal

(Please fill in all the foods and commodities and its prices)

B. Price Structure

1. Description of Food and Commodities

Unit Price

(Please fill in all the foods and commodities and its prices)

% of food and commodities charges

2. Service Charges

(Please fill in all the foods and commodities and its prices)

(Please list all the proposed non-core service and the level of Tenant’s charges. These charges shall not include prescribed permit fees and rental charges on use of Government premises which might be required and determined in accordance with the venue and nature of business as requested.)

The Commodities listed above must be sold at prices not exceeding their prescribed prices. The price list must prominently be displayed at the Café and the Catering Outlets at all times.

Name of Tenderer _____ Date _____

Name of Authorized Representative: _____

Signature of Tenderer or Authorized Representative*: _____
 (with firm/company chop)

**Delete as appropriate.*

SCHEDULES
Seventh Schedule

Location of Main Bar & Restaurant and Kiosk of King's Park Sports Ground

- Figure 1 Master Layout Plan of King's Park Sports Ground
- Figure 2 Locations of Main Bar & Restaurant and Kiosk
- Figure 3 Layout Plan of Main Bar & Restaurant

Figure 1 Master Layout Plan of King's Park Sports Ground



Figure 2 Locations of Main Bar & Restaurant and Kiosk

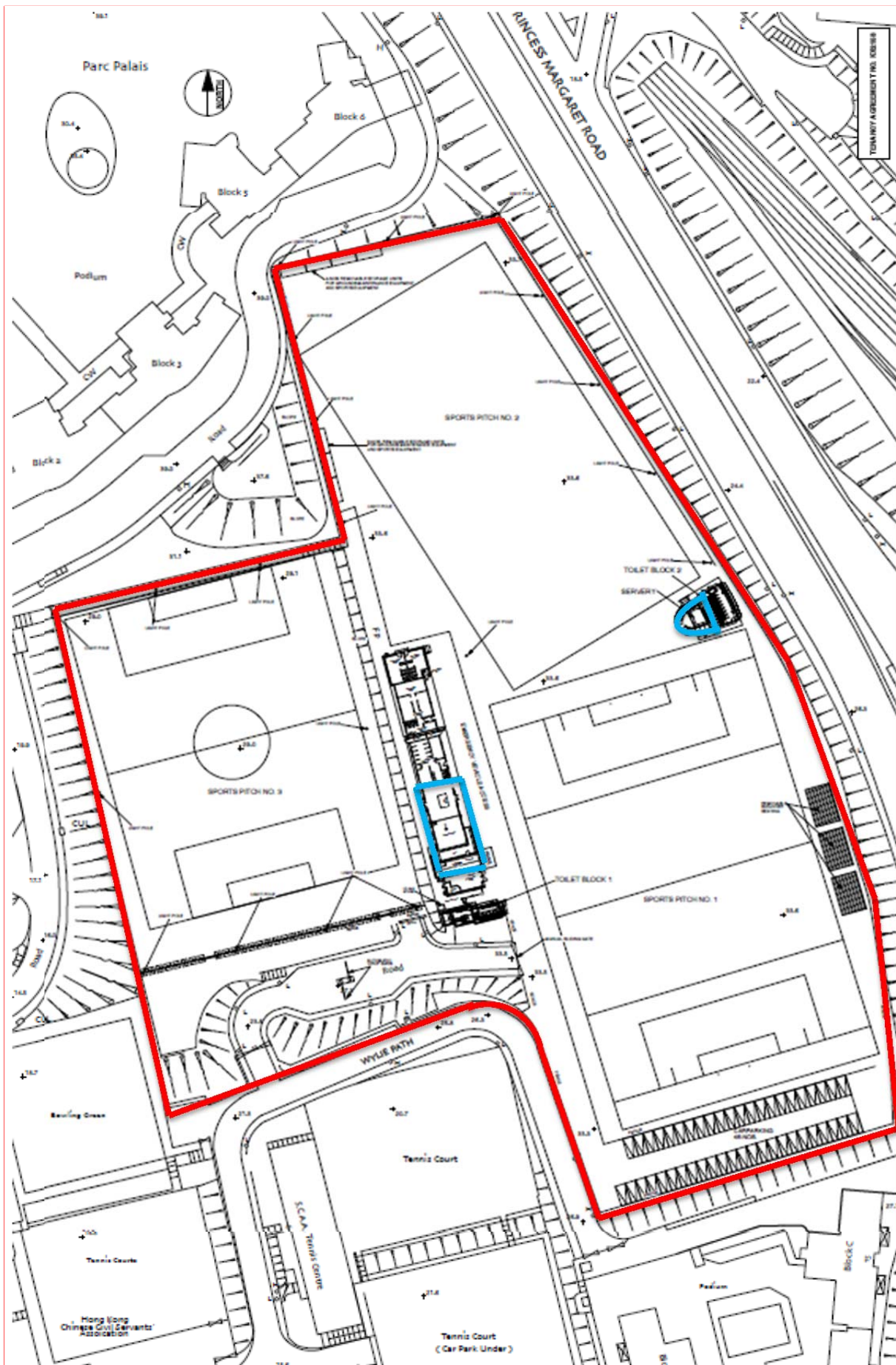


Figure 3 Layout Plan of Main Bar & Restaurant

