

Information Note

LegCo Panel on Food Safety and Environmental Hygiene

Market Tenancy Agreements

At the meeting of the LegCo Panel on Food Safety and Environmental Hygiene held on 8 December 2009, the Administration was asked to provide information about the source of each and every clause in the new tenancy agreement template which aimed to align the different versions of public market tenancy agreements currently in use. A table comparing the clauses in agreement template with those in the relevant tenancy agreements for urban and New Territories markets (the former was modeled on the latter two agreements) is at the Annex.

**Food and Health Bureau
Food and Environmental Hygiene Department
December 2010**

**Comparison between the tenancy agreement template and
tenancy agreements for urban and New Territories markets
(i.e. tenancy agreements for urban and New Territories markets signed in 1996)**

Item	Clauses of the tenancy agreement (TA) template	Similar clauses in the 1996 TA for urban markets	Similar clauses in the 1996 TA for New Territories (NT) markets ¹
1	<p>First paragraph</p> <p>THIS AGREEMENT is made the day of 20 BETWEEN</p> <p>(1) THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ACTING THROUGH THE DIRECTOR OF FOOD AND ENVIRONMENTAL HYGIENE (hereinafter referred to as “the Government” which expression shall include any person authorized by the Director of Food and Environmental Hygiene of the Government of the Hong Kong Special Administrative Region to execute this Agreement) of the one part; and</p> <p>(2) Mr./Mdm. _____ (HKIC No.: _____) of _____</p>	<p>First paragraph</p> <p>AN AGREEMENT made the day of between the Urban Council of Hong Kong (Hereinafter called the “Council” which expression shall include any person authorized by the Council to exercise its powers and functions under this Agreement) of the one part and Mr./Madam (hereinafter called the “Tenant”) (on behalf of himself, Mr./Madam of of and of) of the other part.</p>	<p>First paragraph</p> <p>AN AGREEMENT made this day of BETWEEN: The Regional Council (hereinafter called “the Landlord”) of the one part and _____, HKIC No. _____, residing at _____ (hereinafter called “the Tenant”) of the other part.</p> <p>Clause 4(e)</p> <p>The powers vested in the Landlord under this agreement may be exercised by any public officer as defined in the Interpretation and General Clauses Ordinance (Cap. 1) who has been authorised to do so by the Landlord.</p>

¹ The TA for NT markets signed in 1996 was in English only. The Chinese version is a translation.

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	(hereinafter referred to as “the Tenant”) of the other part.		
2	<p>Second paragraph</p> <p>WHEREBY the Government agrees to let and the Tenant agrees to take the tenancy of Stall Number of Market (hereinafter referred to as the “Stall”) for a term from (date) to (date) in accordance with the terms and conditions of this AGREEMENT (including all SCHEDULES). The location of the Stall is shown on the plan annexed in the <u>FIRST SCHEDULE</u> as delineated and edged pink.</p>	<p>Clause 1</p> <p>The Council hereby lets and the Tenant takes Stall No. in the Public Market for a term of three years commencing on the day of upon the conditions hereinafter contained.</p>	<p>Clause 1</p> <p>The Landlord lets and the Tenant takes Stall No. (hereafter referred to as “the Stall”) in the in the Regional Council Area, Hong Kong for a term of four years commencing on the day of at the rate of rent as described in the First Schedule hereto upon the conditions hereinafter contained.</p>
3	<p>Clauses 1(a) & (b)</p> <p>1. Rent and Air-conditioning Charge (if applicable)</p> <p>(a) The Tenant shall pay to the Government 1 (one) month’s Rent and 1 (one) month’s Air-conditioning Charge (if applicable) in advance on or before the first day of each month as specified in the <u>Second Schedule</u> until termination of this Agreement. Other expenses related to the Stall (including Rates, Water Charge, Electricity Charge, etc.) shall not be included in the Rent and shall be paid</p>	<p>Clause 7</p> <p>(a) If the tenancy shall commence on the first day of January, April, July or October (hereinafter called a “quarter day”) the Tenant shall pay to the Council \$ (being two*/three* months’ rent in advance) on the first day of the fourth month following the commencement*/ commencement* of this Agreement and thereafter \$ (being three months’ rent in advance) on each quarter day until the end of the tenancy.</p> <p>(b) If the tenancy shall commence on the</p>	<p>Clause 2(b)</p> <p>To pay the said rent on the days and in the manner as described in the First Schedule hereto.</p> <p>Clause 2(e)</p> <p>To pay, if so required by the Landlord, all charges in connexion with the supply of electricity, gas and mains water to the Stall.</p> <p>Clause 2(l)</p>

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	<p>by the Tenant separately.</p> <p>(b) The Government shall have the right to adjust the Air-conditioning Charge referred to at Clause 1(a) above during the term of this tenancy. In case the Air-conditioning Charge increases or decreases during the term of this tenancy, the Government may, by giving the Tenant not less than 1 (one) month's notice in writing, inform the Tenant of the adjustment and the Tenant shall pay the adjusted Air-conditioning Charge specified in the notice on the day and in the manner specified therein for the remaining term of the tenancy.</p>	<p>first day of February, May, August or November the Tenant shall pay to the Council \$ (being one month's*/two months'* rent in advance) on the first day of the month following the commencement*/commencement* of this Agreement and thereafter \$ (being three months' rent in advance) on each quarter day until the last quarter day before the completion of the tenancy hereby created on which day he shall pay \$ (being one month's rent in advance).</p> <p>(c) If the tenancy shall commence on the first day of March, June, September or December the Tenant shall pay to the Council \$ (being three months'*/one month's* rent in advance) on the first day of the month following the commencement*/commencement* of this agreement) and thereafter \$ (being three months' rent in advance) on each quarter day until the last quarter day before the completion of the Tenancy hereby created on which day he shall pay \$ (being two months' rent in advance).</p> <p>Clause 13</p>	<p>To pay and discharge all existing and future rates, taxes, assessments, duties and outgoings whatsoever (if any) which are now or during the said term of this tenancy shall be assessed or charged upon the Stall or the Tenant in respect thereof.</p> <p>The First Schedule</p> <p>The Tenant shall pay to the Landlord the monthly rent of \$ from () to (), the monthly rent of \$ from () to (), the monthly rent of \$ from () to () and the monthly rent of \$ from () to (). The rent shall be paid in advance on the first day of each period as listed below:-</p> <p>\$_____ being *one/two/three months' rent from () to (); [This clause states the first payment]</p> <p>\$_____ being three months' rent from () to ();</p> <p>\$_____ being three months' rent from () to ();</p> <p>\$_____ being three months' rent from () to ();</p> <p>\$_____ being three months' rent from () to ()*(i.e. \$_____ being the rent for the month(s) of () plus \$_____</p>

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		<p>The Tenant shall pay on or before the date prescribed for payment thereof all rates and taxes and all accounts for the supply of gas and electricity and for meter rent in respect of the Stall.</p> <p><i>In addition, a clause providing for separate charging of air-conditioning charge and a clause providing for the right of the Government to adjust air-conditioning charge in the light of any changes in air-conditioning charge have been included in the TA signed in or after June 2005 and July 2008 respectively.</i></p>	<p>being the rent for the month(s) of ());</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to () *(i.e. \$ _____ being the rent for the month(s) of () plus \$ _____ being the rent for the month(s) of ());</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to () *(i.e. \$ _____ being the rent for the month(s) of () plus \$ _____ being the rent for the month(s) of ());</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to ();</p> <p>\$ _____ being three months' rent from () to ();</p>

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			<p>\$_____ being *one/two/three months' rent from () to () [This clause states the last payment]</p> <p><i>In addition, a clause providing for separate charging of air-conditioning charge and a clause providing for the right of the Government to adjust air-conditioning charge in the light of any changes in air-conditioning charge have been included in the TA signed in or after June 2005 and July 2008 respectively.</i></p>
4	<p>Clauses 2(a) & (b)</p> <p>2. Deposit (a) On the day of signing this Agreement, the Tenant shall pay to the Government the Deposit as specified in the <u>Second Schedule</u>. The Deposit shall be held by the Government during the term of the tenancy without payment of any interest to the Tenant. The Government shall have the right to deduct from the Deposit an amount to cover any expenses, losses or damages suffered by the Government as a result of any breach by the Tenant of any of the terms and conditions of this Agreement (including all Schedules) and the Tenant shall replenish the Deposit to the amount as prescribed in the <u>Second Schedule</u> within 7 (seven) days from the day of deduction which has been made by the</p>	<p>Clause 6</p> <p>The Tenant having deposited with the Council, before the execution of this Agreement, the sum of \$ _____ (equivalent to one month's rent), the Council may hold the said sum as a deposit and may apply the said sum towards the payment of any sum due by the Tenant to the Council and if, during the continuance of this tenancy the Council shall so apply the said sum or any part thereof, and shall give notice, thereof to the Tenant, the Tenant within seven days of receiving such notice, shall pay to the Council the amount so applied as deposit.</p> <p>Clause 17</p>	<p>Clause 4(c)</p> <p>(1) The Tenant shall upon execution of this agreement deposit with the Landlord the sum of \$ _____ (equivalent to one month's rent/one month's rent of the fourth year) to secure the due observance and performance by the Tenant of the stipulations, terms and conditions herein contained and on the Tenant's part to be observed and performed; the said deposit shall be retained by the Landlord throughout the said term free of any interest to the Tenant with power for the Landlord, without prejudice to any other right or remedy hereunder, to deduct therefrom the amount of any costs, expenses, loss or damage sustained by the Landlord as the result of any non-observance or non-performance by the Tenant of any such stipulations, terms or conditions.</p>

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	<p>Government.</p> <p>(b) Subject to other provisions in this Agreement, upon the expiry or sooner termination of the Agreement, the Government shall return the Deposit to the Tenant within 30 (thirty) days after the Tenant has delivered up vacant possession of the Stall to the Government. In case the Government lodges a claim against the Tenant for breach of the terms and conditions of this Agreement (including all Schedules), the Government shall return the Deposit to the Tenant within 30 (thirty) days of the settlement of the last outstanding claim by the Tenant.</p>	<p>This Agreement may be determined by either party giving to the other party not less than one month's notice in writing expiring on the first day of January/April/July/October, and in that event the deposit specified in Clause 6 shall be refunded to the Tenant, subject to any debt or liability by the Tenant to the Council under this Agreement or otherwise.</p> <p><i>Separately, a letter requiring tenants to pay two months' rent as deposit and then pay the rent in advance on a monthly basis was issued in July 2002 to tenants of markets with majority of tenants supporting the arrangement for compliance.</i></p> <p><i>A clause on paying two months' rent as deposit and one month's rent in advance has been included in market TA commissioned in or after July 2002.</i></p>	<p>(2) Subject as aforesaid, the said deposit shall be refunded to the Tenant by the Landlord within thirty days after the expiration or sooner determination of this agreement and the delivery of vacant possession to the Landlord, or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach, non-observance or non-performance of any of the said stipulations, terms or conditions on the part of the Tenant to be observed and performed, whichever is the later.</p> <p><i>Separately, a letter requiring tenants to pay two months' rent as deposit and then pay the rent in advance on a monthly basis was issued in July 2002 to tenants of markets with majority of tenants supporting the arrangement for implementation.</i></p> <p><i>Besides, a clause on paying two months' rent as deposit and one month's rent in advance has been included in market TA commissioned in or after July 2002.</i></p>
5	<p>Clause 3</p> <p>3. Interest</p> <p>In case the Rent, the Air-conditioning Charge (if applicable) or any other charge payable under this Agreement remains unpaid after it has become due and payable (whether it has been formally demanded or not by the</p>	<p><i>No similar provision. However, a clause on charging interests on overdue sums with details similar to the clause in the latest tenancy agreement template has been included in the TA signed in or after August 2004.</i></p>	<p><i>No similar provision. However, a clause on charging interests on overdue sums with details similar to the clause in the latest tenancy agreement template has been included in the TA signed in or after August 2004.</i></p>

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	<p>Government), the Tenant shall, in addition to payment of the said outstanding sum, pay to the Government an interest, which shall be calculated on the outstanding amount at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% (two percent) per annum. Such interest shall be calculated and payable from the day on which such payment falls due. For the avoidance of doubt, the application of this Clause shall not prejudice any other rights of the Government under this Agreement.</p>		

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6	<p>Clauses 4(a)-(m)</p> <p>4. Use and Operation of the Stall</p> <p>(a) Except with prior approval of the Government, the Tenant shall not sell, offer or expose for sale at the Stall any commodities or provide any services other than those specified in the <u>Second Schedule</u>.</p> <p>(b) The Tenant shall not sell, provide or display for sale or permit to be sold, provided or displayed for sale at the Stall any commodities not intended for retail sale, or conduct wholesale activities at the Stall. If the commodities sold, provided or displayed for sale at the Stall are intended for bulk sale, they shall also be made available for retail sale. For the purpose of this clause, “wholesale” means sale of goods in large quantities to members of the public who buy the goods for resale in the same form as they are purchased; and “bulk sale” means sale of goods in large quantities to members of the public who do not buy the goods for resale in the same form as they are purchased.</p> <p>(c) The Tenant shall not use or permit to use the Stall for any purpose other than the Permitted Use set out in the <u>Second Schedule</u>.</p>	<p>Clause 9</p> <p>The Tenant shall not sell, offer or expose for sale or permit or suffer to be sold or offered or exposed for sale at the Stall:-</p> <p>(a) any commodity which is not specified in a permit issued to the Tenant under the Food Business (Urban Council) By-laws, Cap. 132, in respect of the Stall; or</p> <p>(b) any commodity otherwise than with approval in writing of the Council and by retail sale.</p> <p>Clause 5</p> <p>The Tenant shall not use the Stall for any purpose other than that specified in this</p>	<p>Clause 2(c)</p> <p>To use the Stall for the sale of only and shall not sell, offer or expose for sale at the Stall any commodities other than those set out in the Second Schedule hereto.</p> <p><i>A condition prohibiting tenants from conducting wholesale activities or bulk sale not in conjunction with retail sale was conveyed to all tenants in NT markets through letter in September 2002 for compliance. The clause has been included in the TA for NT markets signed thereafter.</i></p> <p>Clause 2(c)</p> <p>To use the Stall for the sale of only and shall not sell, offer or expose for sale at</p>

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	<p>(d) The Tenant shall not at the Stall or any other parts of the Market cause any nuisance, damage or disturbance to the Government, tenants of other stalls and the general public.</p> <p>(e) The height of the Stall shall not exceed ____ m. The Tenant shall not place any things on the top of the Stall or at the common parts.</p> <p>(f) The Tenant shall not place any things outside the Stall or leave any things protruded, affixed or overhung in whatever manner outside the Stall.</p>	<p>Agreement.</p> <p><i>No similar provision.</i></p> <p><i>No similar provision. A requirement on height restriction of their stalls was conveyed to all tenants through letter in August 2007 for compliance. A clause on this has been included in the TA signed thereafter.</i></p> <p><i>No similar provision. A condition prohibiting the hanging of things outside the stalls was conveyed to all tenants through letter in December 2008 for compliance. A clause on this has been included in the TA signed thereafter.</i></p>	<p>the Stall any commodities other than those set out in the Second Schedule here to.</p> <p>Clause 2(g)</p> <p>Not to do or cause to be done upon the Stall or any part of the market building anything which is or may be an annoyance damage or nuisance to the Landlord or adjoining stall-holders or the public.</p> <p><i>No similar provision. A requirement on height restriction of their stalls was conveyed to all tenants through letter in August 2007 for compliance. A clause on this has been included in the TA signed thereafter.</i></p> <p><i>No similar provision. A condition prohibiting the hanging of things outside the stalls was conveyed to all tenants through letter in December 2008 for compliance. A clause on this has been included in the TA signed thereafter.</i></p>

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	<p>(g) The Tenant shall not erect any fixtures in any demarcated display area or platform. The Tenant shall clear any such area or platform and shall not leave any articles behind every day at the close of the Market. This Clause is not applicable to service trade stalls and light refreshment and bakery stalls.</p> <p>(h) The Tenant shall only use gas fuel or electricity for cooking at the Stall.</p> <p>(i) The Tenant shall not cease or suspend business at the Stall for 7 (seven) days or more in any 1 (one) calendar month without prior written consent of the Government.</p>	<p><i>No similar provision.</i></p> <p>Clause 20</p> <p>The Tenant shall use only town gas or electricity for cooking and no other form of fuel shall be used under any circumstances.</p> <p>Clause 11</p> <p>The Tenant shall not, without the prior consent in writing of the Council cease to</p>	<p>Clause 3 in the Third Schedule</p> <p>No goods, utensils, paraphernalia, any other things or articles shall be placed outside the Stall, or where a demarcated display area or platform is provided, outside such area or platform.</p> <p>Clause 4 in the Third Schedule</p> <p>No fixture shall be allowed to be erected on any demarcated display area or platform. Such area or platform shall be cleared of articles by the Tenant everyday at the close of the market to facilitate cleansing by the market management staff. The Tenant shall indemnify and keep the Landlord fully indemnified against all actions, suits, cost, claims and demands whatsoever arising out of the occupation and use of the demarcated display area or platform.</p> <p><i>No similar provision.</i></p> <p>Clause 5 of the Third Schedule</p> <p>The Tenant shall give prior notice to the Landlord of the date or dates on which the business at the</p>

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		<p>carry on business at the Stall for any period in excess of:-</p> <p>(a) fourteen consecutive days; or</p> <p>(b) twelve weeks in the aggregation of any period of twelve calendar months.</p> <p><i>A clause specifying that a tenant shall not, without the prior written consent of the Government, cease to carry on business at the stall for seven days or more within one month was conveyed to all tenants through letter in February 2005. A clause on this has also been included in the TA signed thereafter.</i></p>	<p>Stall will be suspended. The Tenant shall not, without the prior consent in writing of the Landlord cease to carry on business at the Stall for any period in excess of:</p> <p>(a) fourteen consecutive days; or</p> <p>(b) twelve weeks in the aggregation of any period of twelve calendar months.</p> <p><i>A clause specifying that a tenant shall not, without the prior written consent of the Government, cease to carry on business at the stall for seven days or more within one month was conveyed to all tenants through letter in February 2005. A clause on this has also been included in the TA signed thereafter.</i></p>

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	<p>(j) The Tenant shall display conspicuously at the Stall when business is being carried on –</p> <p>(i) Stall Card issued by the Government to the Tenant;</p> <p>(ii) Business Registration Certificate issued in the name of the Tenant under the Business Registration Ordinance (Cap. 310); and</p> <p>(iii) every permit issued in respect of the Stall under the Food Business Regulation (Cap. 132X) (if applicable).</p> <p>(k) In accordance with Section 5(1) of the Public Markets Regulation (Cap. 132, Subsidiary Legislation, Laws of Hong Kong), “no person shall carry on any business in a public market unless he –</p> <p>(i) is the Tenant of a stall or the authorized servant or agent of such a tenant;</p> <p>(ii) is the legal personal representative of such a Tenant or the authorized servant or agent of such legal personal representative; or</p> <p>(iii) has the permission in writing of the Director.”</p>	<p>Clause 8</p> <p>At all times when business is being carried on at the Stall, the Tenant shall cause to be displayed in a conspicuous manner at the Stall:-</p> <p>(a) a notice bearing the name in English and Chinese characters and a photograph of “the Tenant”; and</p> <p>(b) every permit issued in respect of the Stall under the Food Business (Urban Council) By-laws, Cap. 132.</p> <p>Clause 8A</p> <p>The Tenant shall not permit, cause or suffer any person, other than a person authorized in accordance with By-law 5(1) of the Public Market (Urban Council) By-laws, Cap. 132 to carry on any business at the Stall.</p> <p>Clause 8B</p> <p>The Tenant shall register with the Council all persons authorized in accordance with By-law 5(1) of the Public Market (Urban Council) By-laws, Cap. 132 who are carrying</p>	<p>Clause 1 of the Third Schedule</p> <p>At all times when business is being carried on at the Stall, the Tenant shall cause to be displayed in a conspicuous manner at the Stall:</p> <p>(a) a notice bearing the name in English and Chinese characters and a photograph of every person included in the expression “the Tenant”; and</p> <p>(b) every permit issued in respect of the Stall under the Food Business (Regional Council) By-laws, Cap. 132.</p> <p>Clause 8 of the Third Schedule</p> <p>The Tenant shall register with the Landlord all persons authorized in accordance with By-law 5(1) of the Public Market (Regional Council) By-laws, Cap. 132 to carry on the business at the Stall and shall cause and ensure that such authorized persons lodge a declaration with the Landlord certifying-</p> <p>(a) their status as such authorized persons in respect of the Stall; and</p> <p>(b) that they have no rights whatsoever in respect of this tenancy and acknowledge that all rights shall be vested solely with the Tenant.</p>

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		<p>on any business at the Stall and shall cause and ensure that such authorized persons lodge a declaration with the Council certifying:-</p> <p>(a) their status as such authorized persons in respect of the Stall; and</p> <p>(b) that they claim no rights whatsoever in respect of this Agreement and acknowledge that all such rights vest solely in the Tenant.</p>	<p>Clause 4(b)(1)(i)</p> <p>The Tenancy hereby created shall be terminated by the Landlord without notice on the contravention relating to the Stall by the Tenant or any servant or agent of the Tenant of any provision of the Public Health and Municipal Services Ordinance Cap. 132 or of any by-laws made thereunder and on such determination the amount equivalent to one month's rent as at the date of such determination from the deposit made in accordance with Clause 4(c)(1) shall be absolutely forfeited to the Landlord and no compensation shall be payable to the Tenant.</p>

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	<p>(l) The Tenant shall register with the Government the employees or agents authorized to carry on business at the Stall and shall ensure each authorized person submits an undertaking to the Government and confirm that –</p> <p style="padding-left: 40px;">(i) he / she is authorized by the Tenant to carry on business at the Stall as the Tenant’s employee or agent; and</p> <p style="padding-left: 40px;">(ii) he / she acknowledges that all rights whatsoever in respect of this Agreement shall vest solely in the Tenant and he / she is not entitled to claim any such rights at any time whatsoever.</p> <p>For the purpose of this Agreement, any act, omission, default or negligence of the Tenant’s authorized persons shall be deemed to be that of the Tenant’s and the Tenant shall be fully liable. The Tenant shall notify the Government in writing of the withdrawal of such authorization within 14 (fourteen) days.</p> <p>(m) The Tenant shall clean the Stall thoroughly and all the things therein up to the requirements of the Government on the monthly “Market Cleansing Day” which is designated by the Government and suspend the business operation at the Stall when</p>	<p>Clause 16</p> <p>The Council may by notice in writing to the Tenant immediately terminate this Agreement for any breach by the Tenant or his agent of this Agreement or of any provision of the Public Health and Municipal Services Ordinance, Cap. 132, or upon failure by the Tenant to give the requisite notice under Clause 17 and on such determination the deposit specified in Clause 6 shall be forfeited to the Council and no refund of rent or compensation shall be payable to the Tenant.</p> <p><i>No similar provision. However, a condition specifying that tenants shall carry out cleansing to their stalls on the monthly “Market Cleansing Day” designated by FEHD was conveyed to all tenants through letter in November 2003 for compliance. A</i></p>	<p><i>No similar provision.</i></p> <p><i>No similar provision. However, a condition specifying that tenants shall carry out cleansing to their stalls on the monthly “Market Cleansing Day” designated by FEHD was conveyed to all tenants through letter in November 2003 for compliance. A clause on this has also been</i></p>

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	cleansing is being carried out.	<i>clause on this has also been included in the TA signed thereafter.</i>	<i>included in the TA signed thereafter.</i>
7	<p>5. Repairs and maintenance</p> <p>(a) The Tenant shall keep the Stall clean and tidy during the term of the tenancy. Any damage (except for fair wear and tear) or losses of the fixtures and fittings provided by the Government at the Stall shall be repaired or compensated by the Tenant within a reasonable time.</p> <p>(b) In the event that the Government needs to close the Stall for the purpose of carrying out maintenance, repairs or improvement works in the Market, the Tenant shall close the Stall as required. The Tenant shall have no right to make any claims against the Government in respect of the closure of the Stall. The Rent and Air-conditioning Charge (if applicable) payable by the Tenant for the period of closure of the Stall shall be abated on a pro rata basis. For the purpose of this Clause, any period of closure lasting less than one day shall be counted as one day.</p> <p>(Clauses 5(a) and 5(b) of the latest aligned TA)</p>	<p>Clause 14</p> <p>The Tenant shall keep the Stall in a clean and tidy condition and be responsible for any damage to or loss of the Stall or any fixtures and fittings.</p> <p><i>No similar provision.</i></p>	<p>Clause 2(h)</p> <p>To maintain and keep at all times the Stall together with all fixtures and fittings therein in good tenantable repair (fair wear and tear only excepted) and in an accessible, serviceable, clean and sanitary condition and to yield up vacant possession thereof in such condition and repair at the end or sooner termination of the tenancy hereby created.</p> <p>Clause 2(j)</p> <p>To close the Stall as and when required by the Landlord for the purpose of carrying out necessary maintenance or repair works to the market without any claim for compensation or ex-gratia payment from the Landlord.</p> <p>Clause 4(a)(3)</p> <p>If and whenever during the tenancy, the Stall is closed at the request of the Landlord for the purpose of carrying out maintenance or repair works pursuant to Clause 2(j) hereinbefore for any period of time, the rent payable for that period of closure shall be abated on a pro rata basis. For</p>

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			the purpose of this Sub-clause, part of a day shall be counted as one day. The Tenant shall have no right whatsoever to claim compensation in any form from the Landlord in respect of such closure.
8	<p>Clause 6</p> <p>6. Alterations The Tenant shall not make any alteration or addition to or removal of the Stall or any part of the Market, or install, add to, alter or remove any fixture or fitting of the Stall without the written consent of the Government.</p>	<p>Clause 15</p> <p>The Tenant shall not make any alteration or addition to the Stall without the written consent of the Council.</p>	<p>Clause 2(f)</p> <p>Not to make any alterations or additions to the Stall without the prior permission in writing of the Landlord.</p> <p>Clause 2 of the Third Schedule</p> <p>No structural alteration, erection or installation of any fixture or structure or attachment shall be made to any part of the market building without prior approval from the Landlord.</p>
9	<p>Clauses 7(a)–(c)</p> <p>7. Alienation and others (a) The Tenant shall carry on business as a sole proprietor at the Stall and shall not assign, mortgage, charge, demise, sublet or part with the possession of the Stall or transfer any of his rights or obligations under the Agreement or enter into any agreement so to do.</p>	<p>Clause 4</p> <p>The Tenant shall not assign, sub-let, transfer or otherwise part with any of the benefits or obligations of this Agreement.</p>	<p>Clause 2(d)</p> <p>Not to assign, mortgage, charge, demise, underlet or part with the possession or otherwise dispose of the Stall or any interest therein or enter into any agreement so to do.</p>

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	<p>(b) All rights in respect of this Agreement are personal to the Tenant and no other else shall claim such rights.</p> <p>(c) The Tenant shall not hold any hawker licence throughout the term of the tenancy.</p>	<p>Clause 8B</p> <p>The Tenant shall register with the Council all persons authorized in accordance with By-law 5(1) of the Public Market (Urban Council) By-laws, Cap.132 who are carrying on any business at the Stall and shall cause and ensure that such authorized persons lodge a declaration with the Council certifying:-</p> <p>(a) their status as such authorized persons in respect of the Stall; and</p> <p>(b) that they claim no rights whatsoever in respect of this Agreement and acknowledge that all such rights vest solely in the Tenant.</p> <p>Clause 3</p> <p>The Tenant hereby agrees with the Council that upon the date this tenancy commences any hawker licence held by the Tenant shall forthwith be surrendered to the Council.</p>	<p>Clause 8</p> <p>The Tenant shall register with the Landlord all persons authorized in accordance with By-law 5(1) of the Public Market (Regional Council) By-laws, Cap. 132 to carry on the business at the Stall and shall cause and ensure that such authorized persons lodge a declaration with the Landlord certifying –</p> <p>(a) their status as such authorized persons in respect of the Stall; and</p> <p>(b) that they have no rights whatsoever in respect of this tenancy and acknowledge that all rights shall be vested solely with the Tenant.</p> <p>Clause 2(a)</p> <p>Upon the day this tenancy commences to forthwith surrender to the appropriate authority any hawker licences held by him, his spouse and / or his dependent children.</p>
10	<p>Clause 8</p> <p>8. Government's entry The Government shall have the right to enter upon the Stall for inspection and / or carrying out maintenance, repairs and / or</p>	<p><i>No similar provision.</i></p>	<p>Clause 2(i)</p> <p>To permit the Landlord and his agents with or without workmen at all reasonable times to enter upon the Stall to view the condition and state of repair thereof and to do any repair or works for which the Landlord is liable to do.</p>

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	improvement works.		
11	<p>Clauses 9(a)–(c)</p> <p>9. Compliance with laws, requirements etc.</p> <p>(a) Apart from complying with the terms and conditions of this Agreement (including all Schedules), the Tenant shall observe and comply with all the provisions of the laws of the Hong Kong Special Administrative Region relating to the Stall or in connection with the Tenant’s use of the Stall and any such requirements or regulations, terms and conditions imposed from time to time by the Government in respect of the use of the Stall. The Schedules (the First, Second and Third Schedules) to this Agreement shall form an integral part of this Agreement.</p> <p>(b) In case the Tenant sells fresh meat, chilled meat, frozen meat, fish, live poultry (including fresh poultry carcass), chilled poultry, cooked food, light refreshment, bakery, siu mei and lo mei, or providing service trade at the Stall, the Tenant shall comply with the relevant conditions and requirements as specified by the Government.</p>	<p>Clause 10</p> <p>The Tenant shall observe and comply with such conditions and requirements as may be made from time to time by the Council in respect of the use of the Stall.</p>	<p>Clause 2(m)</p> <p>To observe and perform all the provisions and stipulations contained in the Third Schedule hereto, to observe and perform all the provisions of the Public Health and Municipal Services Ordinance Cap.132 and of the by-laws made thereunder relating to the Stall or in connection with the Tenant’s user of the Stall and also to observe and comply with such conditions and requirements as may be made from time to time by the Landlord in respect of the use of the Stall.</p>

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	(c) Acceptance of any Rent by the Government shall not be deemed to operate as a waiver by the Government of any right to proceed against the Tenant in respect of any breach, non-observance or non-performance by the Tenant of the terms and conditions of this Agreement (including all Schedules) on the Tenant's part to be observed and performed.	<i>No similar provision.</i>	Clause 4(a)(2) The acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach, non-observance or non-performance of any stipulations, terms and conditions herein contained and on the Tenant's part to be observed and performed.
12	Clause 10 10. Interviewing the Tenant In case the Government calls upon the Tenant for an interview for the purpose of execution of this Agreement, the Tenant shall comply with such request within 14 (fourteen) days unless the Tenant has submitted a reason which is acceptable to the Government. <i>This clause aims to step up control over stall subletting.</i>	<i>No similar provision.</i>	<i>No similar provision.</i>
13	Clauses 11(a)–(c) 11. Termination (a) In any of the following events, namely – (i) Any Rent, Air-conditioning Charge (if applicable) or any other charges payable to	Clause 16 The Council may by notice in writing to the Tenant immediately terminate this Agreement for any breach by the Tenant or his agent of this Agreement or of any provision of the Public Health and Municipal	Clause 4(a)(1) In case the rent reserved or any part thereof shall be in arrear and unpaid for seven days next after the same shall have become due (whether formally demanded or not) or if any of the obligations on the Tenant's part herein contained shall not be

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	<p>the Government under this Agreement or any part thereof remains unpaid for 14 (fourteen) days after becoming payable (whether it has been formally demanded or not); or</p> <p>(ii) the Government has reasons to believe that the Agreement has been obtained by fraud by the Tenant; or</p> <p>(iii) the Tenant fails to observe or perform any of the terms and conditions of the Agreement (including all Schedules); or</p> <p>(iv) the Tenant has become bankrupt; or</p> <p>(v) upon the death of the Tenant,</p> <p>the Government shall have the right to terminate this Agreement forthwith and re-enter the Stall. Save as for the reason stated at (v) hereof above, upon re-entry into the Stall by the Government in accordance with (i) – (iv) of this Clause, the Deposit referred to at Clause 2(a) above shall be wholly forfeited to the Government without prejudice to any other rights of the Government under this Agreement including but not limited to the Government’s accrued right of action in respect of any breach of any of the terms and conditions of this Agreement (including all Schedules). If such termination is within 3 (three) months of the commencement of this Agreement, the Tenant shall also pay to the Government an amount equivalent to the Rent and</p>	<p>Services Ordinance, Cap. 132, or upon failure by the Tenant to give the requisite notice under Clause 17 and on such determination the deposit specified in Clause 6 shall be forfeited to the Council and no refund of rent or compensation shall be payable to the Tenant.</p> <p>Clause 17</p> <p>This Agreement may be determined by either party giving to the other party not less than one month’s notice in writing expiring on the first day of January / April / July / October, and in that event the deposit specified in Clause 6 shall be refunded to the Tenant, subject to any debt or liability by the Tenant to the Council under this Agreement or otherwise.</p> <p><i>In addition, a clause specifying the restriction on termination of TA by the Tenant within three months of the commencement of the TA has been included in the TA signed in or after April 2005.</i></p> <p><i>Separately, a clause providing that the Government may terminate the TA if the tenancy has been obtained by fraud by the Tenant or his/her servants or agents has been included in the TA signed in or after July</i></p>	<p>performed or observed or if the Tenant shall become bankrupt then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Stall or any part thereof in the name of the whole, and thereupon this agreement shall absolutely determine and the amount equivalent to one month’s rent as at the date of such determination from the deposit made in accordance with Clause 4(c)(1) shall be absolutely forfeited to the Landlord and without prejudice to any right of action of the Landlord in respect of any antecedent breach of any of the Tenant’s obligations herein contained.</p> <p>Clause 4(b)(1)</p> <p>The Tenancy hereby created shall be terminated –</p> <p>(i) by the Landlord without notice on the contravention relating to the Stall by the Tenant or any servant or agent of the Tenant of any provision of the Public Health and Municipal Services Ordinance Cap. 132 or of any by-laws made thereunder and on such determination the amount equivalent to one month’s rent as at the date of such determination from the deposit made in accordance with Clause 4(c)(1) shall be absolutely forfeited to the Landlord and no compensation shall be payable to the Tenant; or</p> <p>(ii) by either party giving to the other party not less than one month’s notice in writing and if the</p>

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	<p>Air-conditioning Charge (if applicable) for 3 (three) months, less the same he has paid under this Agreement for any period which falls within that 3 (three) months.</p> <p>(b) Notwithstanding Clause 11(a) above, either party may terminate the Agreement by serving to the other party a prior notice in writing of no less than 1 (one) month and the date of termination of the Agreement shall be on the last day of a month. If the Tenant terminates this Agreement by short notice, an amount equivalent to 1 (one) month's Rent and 1 (one) month's Air-conditioning Charge (if applicable) prevailing at the date of termination of this Agreement shall be deducted from the Deposit referred to at Clause 2(a) above and forfeited to the Government without prejudice to any other rights of the Government under this Agreement. If the Tenant terminates the Agreement within 3 (three) months of the commencement of this Agreement, the Tenant shall also pay to the Government an amount equivalent to the Rent and Air-conditioning Charge (if applicable) for 3 (three) months, less the same he has paid under this Agreement for any period which falls within that 3 (three) months.</p> <p>(c) The Tenant shall not be entitled to claim</p>	<p>2008.</p>	<p>Tenant shall deliver vacant possession of the Stall to the Landlord without the requisite notice, the amount equivalent to one month's rent as at the date of such delivery from the deposit made in accordance with Clause 4(c)(1) shall be absolutely forfeited to the Landlord.</p> <p><i>In addition, a clause specifying the restriction on termination of the TA by the Tenant within three months of the commencement of the TA has been included in the TA signed in or after April 2005.</i></p> <p><i>Separately, a clause providing that the Government may terminate the TA if the tenancy has been obtained by fraud by the Tenant or his/her servants or agents has been included in the TA signed in or after July 2008.</i></p>

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	any compensation in any form from the Government as a result of termination of the Agreement.		
14	<p>Clauses 12(a) & (b)</p> <p>12. Yielding up Upon termination of this Agreement by expiry or for any reason –</p> <p>(a) the Tenant shall remove all articles from the Stall at his own expense, return the Stall together with all fixtures and fittings therein in clean and ready to operate condition, and deliver up vacant possession of the Stall. In case the Tenant fails to remove from the Stall any structures or articles within 1 (one) week of the termination of this Agreement, the Government may in its discretion dispose of the same without being liable for any loss or damage and the Government shall be entitled to recover from the Tenant all costs incurred as a result thereof.</p> <p>(b) the Tenant shall remove at his own expense all alterations and additions (except for those permitted to be retained by the Government) made to the Stall during the term of the tenancy and repair any damage caused by such removal, failing which, the Government shall be entitled to recover all costs incurred as a result of removing such</p>	<p>Clause 18</p> <p>On the determination of this Agreement, the Tenant shall yield up clear vacant possession of the Stall and the Council may enter into possession of the Stall without further notice.</p>	<p>Clause 2(h)</p> <p>To maintain and keep at all times the Stall together with all fixtures and fittings therein in good tenantable repair (fair wear and tear only excepted) and in an accessible, serviceable, clean and sanitary condition and to yield up vacant possession thereof in such condition and repair at the end or sooner termination of the tenancy hereby created.</p> <p>Clause 4(b)(2)</p> <p>On the expiration of the term hereby granted or the determination of this tenancy as provided in Clauses 4(a)(1) and 4(b)(1) the Tenant shall at his own expense and cost remove from the Stall all his goods, chattels, effects and all other possessions and deliver and yield up vacant possession of the Stall to the Landlord.</p> <p>Clause 4(b)(3)</p> <p>If the Tenant shall fail to remove from the Stall any structures, paraphernalia or articles within one week from the expiration of the term hereby</p>

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	alterations and additions and reinstating the Stall.		granted or the determination of the tenancy as provided in Clauses 4(a)(1) and 4(b)(1) the Landlord may in his absolute discretion dispose of same without being liable for loss or damage.
15	<p>Clause 13</p> <p>13. Notice Any notice (including demand note) required to be served to the Tenant under this Agreement shall be sufficiently served if it is delivered to the Tenant or any persons authorized by the Tenant in accordance with Clause 4(1) to carry on business at the Stall or posted at the Stall or left addressed to him at the Stall or sent by registered post to the Tenant's last known address.</p>	<p>Clause 19</p> <p>Any notice to the Tenant under this Agreement shall be deemed to be properly served if affixed to the Stall.</p>	<p>Clause 4(d)</p> <p>Any notice to be served by the Landlord on the Tenant under the terms of this agreement shall be deemed to be duly served if delivered to the Tenant's last known address and posted on the Stall.</p>
16	<i>No similar provision.</i>	<p>Clause 2</p> <p>Not less than 3 calendar months before the expiration of this Agreement the Tenant may renew this Agreement for a further term of three years on such conditions and at such rent as may be approved by the Council.</p>	<i>No similar provision.</i>
17	<i>No similar provision.</i>	<i>No similar provision.</i>	<p>Clause 2(k)</p> <p>To indemnify and keep the Landlord indemnified against all actions, suits, costs, claims and</p>

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			demands whatsoever arising out of the occupation and use of the Stall by the Tenant.
18	<i>No similar provision.</i>	<i>No similar provision.</i>	<p>Clause 3</p> <p>The Landlord hereby agrees with the Tenant that the Tenant paying the rent hereby reserved and performing, observing and complying with the provisions, stipulations, conditions and requirements contained or referred to in Clause 2 and the Third Schedule hereto shall peaceably enjoy the rights and privileges hereby granted without any interruption by the Landlord or any person rightfully claiming under or in trust for him.</p>
19	<i>No similar provision.</i>	<i>No similar provision.</i>	<p>Clause 4(f)</p> <p>The Landlord shall not be liable to indemnify the Tenant in respect of any loss of or damage to the property belonging to or in the charge, custody or control of the Tenant whether such loss or damage arises out of thefts, vandalism or any cause whatsoever.</p>
20	<i>No similar provision.</i>	<i>No similar provision.</i>	<p>Clause 4(g)</p> <p>The Landlord shall not in any circumstances be liable to the Tenant or any other person whomsoever in respect of any loss or damage</p>

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			(whether direct or consequential) to person or property sustained by the Tenant or any such person caused by or through or in any way owing to any defect in or the breakdown of the escalators, or the central air-conditioning system or any other air-conditioning systems of the market, or any failure, malfunction, interruption or suspension of electricity supply to the Stall or any part of the market. Nor shall the rent or any part thereof abate or cease to be payable on account thereof.
21	<i>No similar provision.</i>	<i>No similar provision.</i>	<p>Clause 4(h)</p> <p>If on any date where the Tenant claims to have ceased business but no prior notice is given by the Tenant to the Landlord as required under paragraph 5 of the Third Schedule hereto, any person operating at the Stall of the Tenant at the material time will be deemed as operating with the consent of the Tenant and unless it can be disproved by the Tenant, he will be held liable for any default, unlawful act, negligence or any non-performance or non-observance of any of the stipulations, terms and conditions of this Agreement as caused by the person so operating.</p>
22	<i>No similar provision.</i>	<p>Clause 12</p> <p>The Tenant shall provide at all times, at the</p>	<p>Clause 6 in the Third Schedule</p> <p>The Tenant shall provide at all times, at the Stall, a</p>

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		Stall, a dustbin of a pattern, and capacity and in such condition as is approved by the Council.	dustbin of a pattern and capacity and in such condition as is approved by the Landlord.
23	<i>No similar provision.</i>	<i>No similar provision.</i>	<p>Clause 7 in the Third Schedule</p> <p>Any application for succession to the tenancy in respect of Stall shall be made to the Landlord within 3 calendar months on the death of the Tenant. In any event, the Landlord shall have absolute discretion for the disposal of the said Stall.</p>