

本局檔號 OUR REF : S/F(1) to HAB/CR/1/17/99
來函檔號 YOUR REF :
電 話 TEL NO. : 2835 1368
圖文傳真 FAXLINE : 2834 6176

URGENT BY FAX

22 May 2006

Mr Stephen Lam
Assistant Legal Adviser
Legislative Council Building
8 Jackson Road
Central

Dear Mr Lam,

Betting Duty (Amendment) Bill 2006

Further to my letter of 9 May 2006 in reply to your earlier enquiries on 28 April, please see below our reply in English and Chinese to the remaining question no. 5 –

Clause 3(7)

In new section 1(A)(2)(b), would you give example to illustrate the meaning of an arrangement which is not legally enforceable referred to in paragraph (b)?

An example of a legally not enforceable arrangement is a commercial agreement/arrangement in which the parties expressly negate a contractual intention. In other words, the parties may expressly declare that a transaction is not binding in law.

新訂的第 1A(2)(b)條提到“在法律上不可強制執行的安排”，請舉例說明其意思。

一個在法律上不可強制執行的安排的例子是在一份商業協定／安排中，雙方明確表示否定有合約意圖。換言之，雙方可以明確宣示某項交易沒有法律效力。

Yours sincerely,

(Stephen Fisher)
for Secretary for Home Affairs

c.c.

Secretary for Financial Services and the Treasury

(Attn. Mr Vincent Tang
Mr Thomas Wu)

Commissioner of Inland Revenue

(Attn. Ms Mary Wong)

Department of Justice

(Attn. Mr Lawrence Peng
Mr Clement Luk
Ms Carmen Chu)