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本署檔號 Our Ref.: (24) in LDC 2/1309/13 Pt 6
來函檔號 Your Ref. CB(4)/PAC/R61

覆函請註明本署檔號

Please quote our reference in response to this letter.

香港中區
立法會道 1 號
立法會綜合大樓
立法會政府帳目委員會
(經辦人：蘇美利女士)

蘇女士：

11 月 28 日來信收悉。現就信中各段提問依次回覆如下：

- (a) 《基本法》第一百二十一條旨在實施《中英聯合聲明》(下稱「《聯合聲明》」) 附件三第二及三款有關 1985 年 5 月 27 日(即《聯合聲明》生效日期)至 1997 年 6 月 30 日期間的契約批租和續期事宜。對於香港政府在該段期間內批出或續期而年期超越 1997 年 6 月 30 日的契約，《聯合聲明》的有關條文限制政府從 1997 年 7 月 1 日起徵收額外地價，以回應承租人對香港特區政府可能會於該日期後大幅徵收額外地價的關注。有關限制並不適用於香港特區政府在 1997 年 6 月 30 日後批出或續期的契約(包括私人遊樂場地契約)。
- (b) 私人遊樂場地契約政策自 1979 年至 2011 年一直維持不變，契約的一般條件在該段期間內並無修改。在 2010 年，民政事務局就私人遊樂場地契約政策展開檢討。經檢討後，私人遊樂場地契約在續期時，契約內有關向「外界團體」(包括學校、某些獲資助的非政府機構及體育總會)進一步開放的條文須予修訂。根據新契約續期條件，承租人須向民政事務局局長提交「開放設施」計劃以供審批，並須就核准計劃下設施使用的情況提交季度報告。此外，契約加入一項新條件(如現有契約沒有該條件)，規定承租人如未事先取得地政總署署長的書面同意，不得更改或增補其《組織章程大綱及章程細則》。一些過時的契約條件亦已刪除。

譯文



地政總署
LANDS DEPARTMENT

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

香港北角渣華道三三三號北角政府合署二十樓
20/F., NORTH POINT GOVERNMENT OFFICES
333 JAVA ROAD, NORTH POINT, HONG KONG

私人遊樂場地契約一般條款在 2011 年檢討後作出了多項全面適用的修訂，有關修訂載列於附件(與條款的技術性修訂有關者除外)。

- (c) 根據相關政府部門提供的資料，當局已要求例十二第 9 段所提述的會所就其與相關部門作出的安排加以解釋。地政總署會在該會所回覆後作出跟進。

關於例子十三第 4 段所提述的無線電發射站裝置，該會所最近已應本署的要求提交相關資料，包括該會所與各營辦商所訂牌照合約的詳情。根據所取得的資料，本署認為有關承批人違反了有關轉讓限制的契約條件。本署已發信要求該會所移除該些無線電發射站或提交豁免書申請。申請如獲批准，該會所須向本署繳付豁免限制費用。

地政總署署長
(盧錦倫 代行)

連附件

副本分送：

民政事務局局長	(傳真號碼：2537 6319)
發展局局長	(傳真號碼：2151 5303)
財經事務及庫務局局長	(傳真號碼：2147 5239)
審計署署長	(傳真號碼：2583 9063)

2013 年 12 月 9 日

Conditions included in Lease Extension Documents

(A) New Conditions included in Lease Extension Documents

Clauses Relating to "Opening Up" Requirements

Permit Outside
Bodies to use the lot

() (a) Notwithstanding anything contained herein to the contrary, the Grantee shall permit the Outside Bodies (as specified in sub-clause (c) of this Special Condition) to use such part of the lot, the building and the structure thereon together with the facilities thereof as required for conducting sports-related activities for an aggregate of not less than 50 hours per calendar month.

(b) The Grantee shall submit to the Secretary for Home Affairs for approval a scheme with such details as required by the Secretary for Home Affairs on implementation of the obligation imposed in sub-clause (a) of this Special Condition prior to the commencement of the term hereby created. The Grantee shall, at his own expense, implement the scheme as approved by the Secretary for Home Affairs from time to time on the implementation of the obligation imposed in sub-clause (a) of this Special Condition (hereinafter referred to as the "approved scheme") in all respects to the satisfaction of the Secretary for Home Affairs and the Grantee shall not make any variation or substitution of the approved scheme without the prior written consent of the Secretary for Home Affairs provided that the Secretary for Home Affairs shall have the right to vary the approved scheme by serving the Grantee not less than three calendar months' prior written notice to that effect.

(c) For the purpose of these Conditions, Outside Bodies shall be as follows:

- (i) any school as defined in s. 3(1) of the Education Ordinance (Cap. 279); any regulations made thereunder and any amending legislation;
- (ii) any non-governmental organization that are receiving recurrent subvention from the Social Welfare Department;
- (iii) any national sports association that is affiliated to its respective International Federations and is a member of the Sports Federation & Olympic Committee of Hong Kong, China;
- (iv) any uniformed group and youth organisation that are receiving recurrent subvention from the Home Affairs Bureau; and
- (v) any Government department.

Permit NSA to use
the lot

() (a) Notwithstanding anything contained herein to the contrary, the Grantee shall:

- (i) permit the squads and representative players recommended by the national sports association (as defined in sub-clause (c) of this Special Condition) to use such part of the lot, the

* 委員會秘書附註：本文件只備英文本。

building and the structure thereon together with the facilities thereof for training or the playing of local league and related competitions sanctioned by the national sports association for an aggregate of not less than 10 hours per calendar month; and

- (ii) permit the national sports association to use such part of the lot, the building and the structure thereon together with the facilities thereof for hosting major international sporting events sanctioned by its International Federations. For the purpose of this Special Condition, the decision of the Secretary for Home Affairs on what constitutes a major international sporting function shall be final and binding on the Grantee.

(b) The Grantee shall submit to the Secretary for Home Affairs for approval a scheme with such details as required by the Secretary for Home Affairs on implementation of the obligation imposed in sub-clause (a) of this Special Condition prior to the commencement of the term hereby created. The Grantee shall, at his own expense, implement the scheme as approved by the Secretary for Home Affairs on the implementation of the obligation imposed in sub-clause (a) of this Special Condition (hereinafter referred to as the "approved NSA scheme") in all respects to the satisfaction of the Secretary for Home Affairs and the Grantee shall not make any variation or substitution of the approved NSA scheme without the prior written consent of the Secretary for Home Affairs provided that the Secretary for Home Affairs shall have the right to vary the approved NSA plan by serving the Grantee not less than [three calendar months' prior written notice] to that effect.

(c) For the purpose of these Conditions, national sports association means any sports association that is affiliated to its respective International Federation and is a member of the Sports Federation & Olympic Committee of Hong Kong, China.

Submission of
quarterly statement

() The Grantee shall submit to the Secretary for Home Affairs a quarterly statement on the dates as specified by the Secretary for Home Affairs containing such details as the Secretary for Home Affairs shall require to prove to the satisfaction of the Secretary for Home Affairs that the approved scheme and the approved NSA scheme have been implemented in all aspects.

Publication of
information

() The Grantee shall publish on its website information about the facilities on the lot to the satisfaction of the Secretary for Home Affairs .

Clause Relating to Approval Prior to Alteration of Memorandum and Articles of Association

Memorandum and
Articles of
Association

() Notwithstanding anything contained in the Companies Ordinance, any regulations made thereunder and any amending legislation permitting alteration of or addition to Memorandum and Articles of Association the Grantee shall not alter or add to its Memorandum and Articles of Association in force at the date of this Agreement without first having obtained the consent in writing of the Director.

(B) Conditions deleted in Lease Extension Documents

Clause relating to "The lot to be used by other organization as requisitioned by competent authority"

The lot to be used by other organisation as requisitioned by competent authority

() (a) Subject to sub-clause (b) of this Special Condition, the Grantee shall when required so to do by the competent authority permit the lot or any part thereof to be used :

- (i) for sports meetings or other similar activities of schools, youth organisations, welfare organisations; or
- (ii) for sports, physical education exercises or displays of the Armed and Auxiliary Services, Government Departments; or
- (iii) by sports teams visiting Hong Kong or participating in open sports events.

(b) The permitted uses of the lot or any part thereof specified in sub-clause (a) of this Special Condition shall not include the use of any building or structure (including, for example, swimming pools) erected thereon save and except any changing room or toilet facilities (but not any toiletry items provided therein), and shall not unduly interfere with the reasonable use of the lot or any part thereof or the facilities thereof by the Grantee, its members, their guests and sports teams for the purpose for which it is granted under these Conditions.

(c) The competent authority shall not exercise his rights hereunder unless and until he shall have given to the Grantee not less than six weeks' notice in writing and satisfied himself that such use shall not be on a weekend or public holiday, shall not exceed a maximum of 3 sessions of 3 hours each per week including all other applications by any competent authority, and shall not interfere with the proper care and maintenance of the lot or with the Grantee's own proper use thereof. Any such notice served by the competent authority shall be addressed to the Grantee at his registered office and shall specify the name of the school, youth organisation or welfare or other organization as defined in sub-clause (a) of this Special Condition, part of the lot required and the precise purpose for which, the date upon which, and the approximate number of persons for whom the lot or any part thereof is required.

Competent Authority

(d) For the purpose of this Special Condition, the competent authority shall be as follows :

- (i) The Director of Education, in respect of schools or activities organised by or under the auspices of the Education Department;
- (ii) The Director of Social Welfare in respect of welfare organisations;
- (iii) The Director of Leisure and Cultural Services in respect of groups of activities organised by or under the auspices of the Leisure and Cultural Services Department;
- (iv) The Secretary for the Civil Service in respect of Government Departments or activities organised by or under the auspices of a Government Department

- or Departments; and
- (v) The Secretary for Home Affairs in respect of all other matters referred to in sub-clause (a) of this Special Condition.

Clause relating to "Conditions for the requisition of the lot"

Conditions for the requisition of the lot

- () Upon any requisition of the lot or any part thereof by the competent authority under Special Condition (13) hereof it shall be lawful for the Grantee to provide as a condition of such requisition that :
- (a) any damage to the lot or any part thereof or any building or structure thereon (including a swimming pool) occurring during the occupation of the lot or any part thereof by the body for whom it was requisitioned shall be made good and repaired by the Grantee at the expense of such body which shall pay for the same upon the production by the Grantee of a certificate of costs from the contractors who carried out such repairs;
- (b) any increase in insurance premium which may become payable as a result of such requisition or as a result of the occupation of the lot or any part thereof by the body for whom it was requisitioned shall be paid by such body;
- (c) the body for whom the lot or any part thereof is requisitioned shall at its own expense insure with an insurance company approved by the Grantee against death, injury, loss or damage from whatever cause arising from the use of the lot by such body and shall prior to using the lot lodge the insurance policy together with the receipt for the premium with the Grantee, and if such body shall fail to lodge with the Grantee the insurance policy and the receipt for the premium in manner aforesaid it shall be lawful for the Grantee to refuse the use of the lot, or any part thereof by such body; and
- (d) any miscellaneous charges including the cost of electricity, gas, water, electrical equipment, microphones and marking of grounds incurred as a result of the occupation of the lot or any part thereof by the body for whom it was requisitioned shall be paid by such body.

(C) Conditions amended in Lease Extension Documents

Amended clause relating to Liability for damage or loss resulting from requisition of the lot

Liability for damage or loss resulting from requisition of the lot

() The Government shall not be liable for any damage or loss sustained by the Grantee by reason of the use of the lot, the building and the structure thereon together with the facilities thereof or any part thereof by any Outside Bodies or national sports association .

Original clause

Liability for damage or loss resulting from requisition of the lot

() The Government shall not be liable for any damage or loss sustained by the Grantee by reason of any requisition of the lot or any part thereof by the competent authority or by reason of the occupation of the lot or any part thereof by the body for whom it was requisitioned under Special Condition () hereof unless the body so occupying the lot is a Government Department.
