

公 共 啟 事
PUBLIC NOTICES

《交通銀行（香港）有限公司（合併）
條例草案》

**Bank of Communications (Hong Kong)
Limited (Merger) Bill**

《交通銀行(香港)有限公司(合併)條例草案》

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本條例草案

旨在

就交通銀行股份有限公司香港分行的業務轉歸交通銀行(香港)有限公司一事以及就其他有關目的訂定條文。

弁言

鑑於——

- (a) 交通銀行(香港)有限公司(Bank of Communications (Hong Kong) Limited)(**交銀(香港)**)是根據香港法律成立為法團而註冊辦事處設於香港的公司；並屬根據《銀行業條例》(第155章)獲認可的銀行；
- (b) 交通銀行股份有限公司(Bank of Communications Co., Ltd.)(**交銀**)是一家根據中華人民共和國法律成立，而註冊辦事處設於中華人民共和國的合股公司；並屬根據《銀行業條例》(第155章)獲認可的銀行，在香港及其他地方經營銀行業務；

A BILL

To

Provide for the vesting in Bank of Communications (Hong Kong) Limited of the undertakings of the Hong Kong branch of Bank of Communications Co., Ltd. and for other related purposes.

Preamble

WHEREAS—

- (a) Bank of Communications (Hong Kong) Limited (交通銀行(香港)有限公司) (*Bank of Communications (Hong Kong)*) is a company incorporated under the laws of Hong Kong having its registered office in Hong Kong and is a bank authorized under the Banking Ordinance (Cap. 155);
- (b) Bank of Communications Co., Ltd. (交通銀行股份有限公司) (*Bank of Communications*) is a joint-stock company incorporated under the laws of the People's Republic of China having its registered office in the People's Republic of China and is a bank authorized under the Banking Ordinance (Cap. 155) carrying on the business of banking in Hong Kong and elsewhere;

- (c) 交銀透過在香港的分行(交銀香港分行)經營其業務中構成在香港的零售銀行業務和私人銀行業務的部分；
- (d) 交銀(香港)是交銀的全資附屬公司，並屬以交銀為最終控權公司的交銀公司集團的成員；
- (e) 為更妥善經營交銀(香港)及交銀的業務，宜將構成交銀香港分行在香港的零售銀行業務和私人銀行業務的交銀香港分行業務(但某些除外財產及法律責任則除外)合併入交銀(香港)並由交銀(香港)繼承，而該項合併及繼承，應以將交銀香港分行的該等業務移轉予交銀(香港)的方式達致，而在移轉後，交銀香港分行在香港繼續存在及經營；及
- (f) 考慮到對交銀香港分行的業務的經營有影響的合約關係及其他法律關係的範圍，宜在不對交銀香港分

- (c) Bank of Communications operates that part of its business which constitutes the retail banking business and private banking business in Hong Kong through a branch in Hong Kong (*Bank of Communications, Hong Kong Branch*);
- (d) Bank of Communications (Hong Kong) is a wholly owned subsidiary of Bank of Communications and is a member of the Bank of Communications group of companies of which Bank of Communications is the ultimate holding company;
- (e) for the better conduct of the businesses of Bank of Communications (Hong Kong) and Bank of Communications, it is expedient that the undertakings of Bank of Communications, Hong Kong Branch which constitute the retail banking business and private banking business of Bank of Communications, Hong Kong Branch in Hong Kong (except for certain excluded property and liabilities) be merged into, and succeeded by, Bank of Communications (Hong Kong) and that the merger and succession should occur by means of a transfer of the undertakings of Bank of Communications, Hong Kong Branch to Bank of Communications (Hong Kong), while Bank of Communications, Hong Kong Branch continues to be in existence and operate in Hong Kong after the transfer; and
- (f) in view of the extent of the contractual and other legal relationships affecting the conduct of the undertakings of Bank of Communications, Hong Kong Branch, it is expedient that the undertakings be transferred to Bank of Communications (Hong Kong) by this Ordinance without interference with

行業務的經營及連續性造成干擾的情況下，憑藉本條例將該等業務移轉予交銀(香港)：

現由立法會制定本條例如下——

1. 簡稱

本條例可引稱為《交通銀行(香港)有限公司(合併)條例》。

2. 釋義

(1) 在本條例中——

公司銀行業務 (corporate banking business) 指——

- (a) 交銀香港分行為向公司提供銀行或其他財務服務以及作為《保險公司條例》(第 41 章) 所指的保險代理人 and 從事受《強制性公積金計劃條例》(第 485 章) 規管的活動的註冊中介人而向公司提供服務，而在交銀香港分行的簿冊及紀錄中歸類為公司銀行業務的部分；及
- (b) 交銀香港分行就公司銀行業務而備存的任何簿冊及紀錄所記錄或設定的所有現有的任何性質的財產及法律責任；

交銀 (Bank of Communications) 指交通銀行股份有限公司 (Bank of Communications Co., Ltd.) ；

the conduct and continuity of the business of Bank of Communications, Hong Kong Branch:

NOW, THEREFORE, it is enacted by the Legislative Council as follows—

1. Short title

This Ordinance may be cited as the Bank of Communications (Hong Kong) Limited (Merger) Ordinance.

2. Interpretation

(1) In this Ordinance—

appointed day (指定日期) means the day that may be appointed pursuant to section 3;

Bank of Communications (交銀) means Bank of Communications Co., Ltd. (交通銀行股份有限公司);

Bank of Communications (Hong Kong) (交銀(香港)) means Bank of Communications (Hong Kong) Limited (交通銀行(香港)有限公司);

Bank of Communications, Hong Kong Branch (交銀香港分行) means Bank of Communications acting through each of the places in Hong Kong at which Bank of Communications carries on business;

banking or other financial services (銀行或其他財務服務) includes the taking of deposits, the provision of payment and remittance services, the provision of facilities for the purchase or sale of foreign currencies, securities or other financial instruments and the incurring of financial exposure mentioned in section 81(2) of the Banking Ordinance (Cap. 155);

corporate banking business (公司銀行業務) means—

交銀(香港) (Bank of Communications (Hong Kong)) 指交通銀行(香港)有限公司 (Bank of Communications (Hong Kong) Limited)；

交銀香港分行 (Bank of Communications, Hong Kong Branch) 指透過各個在香港的交銀經營業務的地點而行使的交銀；

私人銀行業務 (private banking business) 指——

- (a) 交銀香港分行為向其認為屬具有高資產淨值額的個人、商號、合夥、並非法團的企業或公司提供銀行或其他財務服務以及作為《保險公司條例》(第 41 章)所指的保險代理人 and 從事受《強制性公積金計劃條例》(第 485 章)規管的活動的註冊中介人而向其認為屬具有高資產淨值額的個人、商號、合夥、並非法團的企業或公司提供服務，而在交銀香港分行的簿冊及紀錄中歸類為私人銀行業務的部分；及
- (b) 交銀香港分行就私人銀行業務而備存的任何簿冊及紀錄所記錄或設定的所有現有的任何性質的財產及法律責任；

私隱專員 (Privacy Commissioner) 指根據《個人資料(私隱)條例》(第 486 章)第 5(1) 條設立的個人資料私隱專員；

- (a) the business carried on by Bank of Communications, Hong Kong Branch for the provision of banking or other financial services and acting as an insurance agent within the meaning of the Insurance Companies Ordinance (Cap. 41) as well as a registered intermediary carrying on regulated activities under the Mandatory Provident Fund Schemes Ordinance (Cap. 485) for the provision of services to companies which are classified as part of the corporate banking business in the books and records of Bank of Communications, Hong Kong Branch; and
- (b) all existing property and liabilities of whatever nature as recorded in or created by any of the books and records of Bank of Communications, Hong Kong Branch that are kept in respect of the corporate banking business;

customer (客户) means any person having a banking account or other dealing, transaction or arrangement with Bank of Communications, Hong Kong Branch;

data protection principles (保障資料原則) means the data protection principles set out in Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486);

excluded property and liabilities (除外財產及法律責任) means—

- (a) the common seal of Bank of Communications, Hong Kong Branch;
- (b) documents required to be kept by Bank of Communications, Hong Kong Branch in accordance with the Companies Ordinance (Cap. 622), the Company Law of the People's Republic of China and other applicable law;

抵押權益 (security interest) 包括按揭或押記 (不論是法律上或衡平法上的, 亦不論是固定或浮動的)、債權證、匯票、承付票、擔保、留置權、質押 (不論是實有的或法律構定的)、押貨預支、押物預支、抵押形式的轉讓、彌償、抵銷權、無效資產安排、協議或承諾、補償或承諾權、任何標準抵押、任何形式上的絕對轉讓或絕對產權處置及規限該轉讓或產權處置的任何協議或其他契據、文書或文件、任何債券連抵押產權處置書或債券連抵押轉讓書、任何現金信貸債券、任何現金信貸債券連抵押產權處置書或現金信貸債券連抵押轉讓書、任何抵押轉讓書、凡屬抵押性質的各種土地權利或負擔, 以及用作保證債項獲得償付或任何法律責任獲得解除的任何其他契據、文件、轉易書、文書、安排或方式 (每項均屬根據任何適用的法律而訂立、批出、產生或存續者), 並包括任何規定在接獲要求時或在其他情況下須發出或簽立本定義中提述的任何事項的協議或承諾 (不論該協議或承諾是否採用書面形式), 或其他用作保證債項獲得償付或法律責任獲得解除 (不論該債項或法律責任是現存的或是將來的、實有的或是或有的) 的方式 (每項均屬根據任何適用的法律而訂立、批出、產生或存續者);

法律責任 (liabilities) 指每一種類的責任及義務 (不論是現存的或是將來的、實有的或是或有的);

附屬公司 (subsidiary) 指《公司條例》(第 622 章) 所指的附屬公司;

- (c) all existing property, reserves and liabilities of Bank of Communications, Hong Kong Branch of whatever nature which relate in whole or in part to the corporate banking business or any other businesses (including treasury) of Bank of Communications, Hong Kong Branch other than those which relate in whole to the retail banking business, or in whole to the private banking business, or in whole to the retail banking business and private banking business;
- (d) all interests in land of Bank of Communications, Hong Kong Branch and Bank of Communications, except for the following—
 - (i) interests of Bank of Communications, Hong Kong Branch or Bank of Communications in leases of land (but not Government leases) in Hong Kong in respect of premises on which Bank of Communications, Hong Kong Branch operates for the conduct of businesses, which relate in whole to the retail banking business, or in whole to the private banking business, or in whole to the retail banking business and private banking business; and
 - (ii) security interest of Bank of Communications, Hong Kong Branch or Bank of Communications in land in Hong Kong, which relates in whole to the retail banking business, or in whole to the private banking business, or in whole to the retail banking business and private banking business; and
- (e) other property and liabilities of the retail banking business or private banking business of Bank of Communications, Hong Kong Branch as may on or before the appointed day be specified by a resolution

保障資料原則 (data protection principles) 指《個人資料(私隱)條例》(第 486 章)附表 1 列明的保障資料原則；

客戶 (customer) 指任何在交銀香港分行開有銀行帳戶的人，或任何與交銀香港分行有其他事務來往、交易或安排的人；

指定日期 (appointed day) 指依據第 3 條指定的日期；

財產 (property) 指每一種類的財產及資產(不論位於何處)，以及每一種類的權利(不論是現存的或是將來的、實有的或是或有的)，包括在信託或代名人安排下作為受益人的權利，並包括以信託方式或以受信人身分持有的財產以及每一種類的抵押權益、利益及權力；

除外財產及法律責任 (excluded property and liabilities) 指——

- (a) 交銀香港分行的法團印章；
- (b) 交銀香港分行按照《公司條例》(第 622 章)、中華人民共和國《公司法》及其他適用的法律規定備存的文件；

or resolutions of the board of directors of Bank of Communications or by a certificate given by an authorized person of Bank of Communications;

existing (現有) means existing, outstanding or in force immediately before the appointed day;

liabilities (法律責任) means duties and obligations of every description (whether present or future, actual or contingent);

Privacy Commissioner (私隱專員) means the Privacy Commissioner for Personal Data established under section 5(1) of the Personal Data (Privacy) Ordinance (Cap. 486);

private banking business (私人銀行業務) means—

- (a) the business carried on by Bank of Communications, Hong Kong Branch for the provision of banking or other financial services and acting as an insurance agent within the meaning of the Insurance Companies Ordinance (Cap. 41) as well as a registered intermediary carrying on regulated activities under the Mandatory Provident Fund Schemes Ordinance (Cap. 485) for the provision of services to individuals, firms, partnerships, unincorporated businesses or companies which are considered by Bank of Communications, Hong Kong Branch to be of high net worth and classified as part of the private banking business in the books and records of Bank of Communications, Hong Kong Branch; and
- (b) all existing property and liabilities of whatever nature as recorded in or created by any of the books and records of Bank of Communications, Hong Kong Branch that are kept in respect of the private banking business;

- (c) 與交銀香港分行的公司銀行業務或任何其他業務(包括財金業務)有關的所有現有的任何性質的財產、儲備金及法律責任(但僅與零售銀行業務有關的,或僅與私人銀行業務有關的,又或僅與零售銀行業務和私人銀行業務有關的則除外);
- (d) 交銀香港分行和交銀的所有土地權益,但以下權益除外——
 - (i) 交銀香港分行或交銀就交銀香港分行在香港為經營僅與零售銀行業務有關,或僅與私人銀行業務有關,又或僅與零售銀行業務和私人銀行業務有關的業務的處所而於租賃土地(但非政府租契)中的權益;及
 - (ii) 交銀香港分行或交銀就其在香港僅與零售銀行業務有關,或僅與私人銀行業務有關,又或僅與零售銀行業務和私人銀行業務有關的土地中的抵押權益;及
- (e) 於指定日期當日或之前由交銀董事會以一項或多項決議或由獲交銀授權的人以證明書所指定的交銀香港分行的零售銀行業務或私人銀行業務的其他財產及法律責任;

現有 (existing) 指在緊接指定日期之前存在、未完結或有效者;

業務 (undertakings) 指交銀香港分行的任何簿冊及紀錄所記錄或設定的交銀香港分行的業務及其所有現有的任何性質的財產、儲備金及法律責任(但任何除外財產及法律責任則除外);

property (財產) means property and assets of every description wherever situate and rights of every description (whether present or future, actual or contingent) including rights as beneficiary under trust or nominee arrangements and includes property held on trust or in a fiduciary capacity and security interests, benefits and powers of every description;

retail banking business (零售銀行業務) means—

- (a) the business carried on by Bank of Communications, Hong Kong Branch for the provision of banking or other financial services and acting as an insurance agent within the meaning of the Insurance Companies Ordinance (Cap. 41) as well as a registered intermediary carrying on regulated activities under the Mandatory Provident Fund Schemes Ordinance (Cap. 485) for the provision of services to individuals, firms, partnerships, unincorporated businesses or companies which are classified as part of the retail banking business in the books and records of Bank of Communications, Hong Kong Branch; and
- (b) all existing property and liabilities of whatever nature as recorded in or created by any of the books and records of Bank of Communications, Hong Kong Branch that are kept in respect of the retail banking business;

security interest (抵押權益) includes a mortgage or charge (whether legal or equitable and whether fixed or floating), debenture, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, hypothec, assignment by way of security, indemnity, right of set-off, flawed asset arrangement, agreement or undertaking, right of compensation or

零售銀行業務 (retail banking business) 指——

- (a) 交銀香港分行為向個人、商號、合夥、並非法團的企業或公司提供銀行或其他財務服務以及作為《保險公司條例》(第 41 章)所指的保險代理人 and 從事受《強制性公積金計劃條例》(第 485 章)規管的活動的註冊中介人而向個人、商號、合夥、並非法團的企業或公司提供服務，而在交銀香港分行的簿冊及紀錄中歸類為零售銀行業務的部分；及
- (b) 交銀香港分行就零售銀行業務而備存的任何簿冊及紀錄所記錄或設定的所有現有的任何性質的財產及法律責任；

銀行或其他財務服務 (banking or other financial services) 包括接受存款、提供付款及匯款服務、提供買賣外幣、證券或其他財務工具的設施及承擔《銀行業條例》(第 155 章)第 81(2) 條所述的財務風險。

- (2) 在本條例中凡提述交銀香港分行的財產或法律責任之處，即為提述交銀香港分行在緊接指定日期之前(不論是以受益人或以任何受信人身分)有權享有的財產或負上的

undertaking, any standard security, any assignation or disposition *ex facie absolute* and any agreement or other deed, instrument or document qualifying it, any bond and disposition or assignation in security, any bond of cash credit, any bond of cash credit and disposition or assignation in security, any assignation in security, any real right or burden of whatever kind in the nature of a security and any other deed, document, conveyance, instrument, arrangement or means (in each case made, granted, arising or subsisting under any applicable law) for securing the payment or discharge of a debt or liability and also includes any agreement or undertaking (in each case, whether in writing or not) to give or execute any of the matters as referred to in this definition whether on demand or otherwise or other means (in each case made, granted, arising or subsisting under any applicable law) for securing the payment or discharge of a debt or liability (whether present or future, actual or contingent);

subsidiary (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap. 622);

undertakings (業務) means the businesses and all existing property, reserves and liabilities of Bank of Communications, Hong Kong Branch of whatever nature as recorded in or created by any of the books and records of Bank of Communications, Hong Kong Branch (other than any excluded property and liabilities).

- (2) Any reference in this Ordinance to property or liabilities of Bank of Communications, Hong Kong Branch is a reference to property or liabilities (other than the excluded property and liabilities) to which Bank of Communications, Hong Kong Branch is immediately before the appointed day entitled or subject (whether beneficially or in any fiduciary capacity), wherever the

法律責任(但除外財產及法律責任則除外),不論該等財產或法律責任位於何處或在何處產生,以及不論該等財產或法律責任能否由交銀香港分行移轉或轉讓,亦不論交銀香港分行是根據香港法律或是香港以外任何國家、領土或地方的法律而有權享有該等財產或負上該等法律責任的。

- (3) 任何政治體、法團及任何其他人的權利如受本條例任何條文影響,則該政治體、法團或人須當作於本條例中提及。

3. 公告指定日期

- (1) 交銀(香港)的董事可為本條例指定一個日期作為指定日期。
- (2) 交銀(香港)及交銀香港分行須於憲報刊登聯合公告,述明被指定為指定日期的日期。但如因任何原因該被指定的日期結果並非指定日期,則交銀(香港)及交銀香港分行須於憲報刊登聯合公告表明此情況並述明被指定為指定日期的下一個日期或已過去的指定日期。

4. 業務轉歸交銀(香港)

- (1) 在指定日期當日,業務憑藉本條例而無需其他作為或契據,移轉予和轉歸交銀(香港),以令交銀(香港)繼承

property or liabilities are situated or arise and whether or not the property or liabilities are capable of being transferred or assigned by Bank of Communications, Hong Kong Branch, and whether Bank of Communications, Hong Kong Branch is entitled to the property or subject to the liabilities under the laws of Hong Kong or under the laws of any country, territory or place outside Hong Kong.

- (3) Any body politic or corporate and any other person or persons whose rights are affected by any of the provisions of this Ordinance are deemed to be mentioned in this Ordinance.

3. Notice of appointed day

- (1) The directors of Bank of Communications (Hong Kong) may appoint a day to be the appointed day for this Ordinance.
- (2) Bank of Communications (Hong Kong) and Bank of Communications, Hong Kong Branch must give joint notice in the Gazette stating the day appointed to be the appointed day except that, in the event that the day appointed proves not to be the appointed day for any reason, Bank of Communications (Hong Kong) and Bank of Communications, Hong Kong Branch are required to give joint notice in the Gazette to that effect and also stating the next day appointed to be the appointed day or the day which was the appointed day.

4. Vesting of undertakings in Bank of Communications (Hong Kong)

- (1) On the appointed day the undertakings are, by this Ordinance and without further act or deed, to be transferred to, and vest in, Bank of Communications

業務，猶如在各方面而言交銀(香港)與交銀香港分行在法律上均是同一人一樣。

- (2) 如任何屬業務組成部分的財產及法律責任的移轉及轉歸是受香港法律以外的規定所管限，則倘若交銀(香港)提出要求，交銀香港分行須在指定日期後，在切實可行範圍內，盡快採取所有必要步驟，以確保該等財產及法律責任有效地移轉予和轉歸交銀(香港)。而在作出移轉及轉歸之前，交銀香港分行須自指定日期起以信託形式為交銀(香港)絕對地持有任何該等財產並承擔任何該等法律責任，直至有效移轉和轉歸為止。

5. 信託財產及遺囑

- (1) 凡任何財產在緊接指定日期之前由交銀香港分行持有，不論是單獨持有或聯同任何其他人持有，亦不論是以任何信託契據、授產安排、契諾、協議或其他文書的受託人或保管受託人身分(不論原先是否以該身分獲委任，亦不論是經簽署或蓋章獲委任或藉任何法庭命令或以其他方式獲委任)持有，或是以死者的遺囑執行人或遺產管理人身分、藉任何法庭命令而委任的司法受託人身分或任何其他受信人身分持有，並憑藉本條例轉歸或當作轉歸交銀(香港)，則在指定日期當日並自指定日期起，交銀(香港)將以有關信託給予交銀香港分行的同一身分，單獨持有或聯同任何其他人(視情況所需而定)持

(Hong Kong) to the intent that Bank of Communications (Hong Kong) is to succeed to the undertakings as if in all respects Bank of Communications (Hong Kong) were the same person in law as Bank of Communications, Hong Kong Branch.

- (2) Where the transfer and vesting of any property and liabilities forming part of the undertakings is governed otherwise than by the laws of Hong Kong, Bank of Communications, Hong Kong Branch must, if Bank of Communications (Hong Kong) requires, as soon as is practicable after the appointed day, take all necessary steps for securing the effective transfer and vesting of those property and liabilities in Bank of Communications (Hong Kong) and, pending the transfer and vesting, hold any of those property and liabilities in trust absolutely for Bank of Communications (Hong Kong) from the appointed day until the transfer and vesting is effective.

5. Trust property and wills

- (1) Any property vested or deemed to be vested in Bank of Communications (Hong Kong) by this Ordinance which immediately before the appointed day was held by Bank of Communications, Hong Kong Branch, whether alone or jointly with any other person, as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or other instrument (whether originally appointed in that capacity or not, and whether appointed under hand or seal, or by order of any court or otherwise), or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, is, on and from the appointed day, to be held by Bank of Communications (Hong Kong) alone or, as the case requires, jointly with any other person, in the same capacity on the trusts, and

有該財產，並擁有和受限於分別適用於該等信託的權力、條文及法律責任。

- (2) 凡任何屬業務組成部分的財產，因根據或憑藉任何現有文書或任何法庭命令(如屬遺囑，則包括任何遺囑認證的授予書)，歸屬以任何第(1)款提述的受信人身分行事的交銀香港分行，則該文書或命令以及任何其中訂明交銀香港分行因以任何該等受信人身分提供服務而獲付或留存酬金的條文，或任何訂明交銀香港分行因以任何受信人身分提供服務而獲付或留存酬金的現有合約或安排，在指定日期當日並自指定日期起，在文意許可的情況下，須在猶如文書、命令、合約或安排中凡提述交銀香港分行之處(但不包括對交銀香港分行的條款及條件或收費率的提述(不論如何措詞，亦不論是明訂或隱含))，均以提述交銀(香港)取代的情況下解釋和具有效力，而本款並不阻止交銀(香港)更改須按照該文書、命令、合約或安排的條款支付的酬金或收費率。
- (3) 任何在指定日期前訂立但在指定日期前未在香港申領遺囑認證並屬業務組成部分的遺囑，以及任何在指定日期當日或之後訂立並屬業務組成部分的遺囑，如委任交銀香港分行以受託人的身分作為任何財產的執行人、受託人或收受人，則在指定日期當日並自指定日期起，該遺囑中凡提述交銀香港分行為執行人、受託人或收受人或其他與該委任有關之處(但不包括對交銀香港分行的條款及條件或收費率的提述(不論如何措詞，亦不論是明

with and subject to the powers, provisions and liabilities, applicable to them respectively.

- (2) Any existing instrument or order of any court under or by which any property forming part of the undertakings became vested in Bank of Communications, Hong Kong Branch, in any fiduciary capacity referred to in subsection (1) (including in the case of a will any grant of probate of the will), and any provision in that instrument or order, or any existing contract or arrangement, for the payment to, or retention by, Bank of Communications, Hong Kong Branch of remuneration for its services in any fiduciary capacity, is, on and from the appointed day, to be construed and have effect, so far as the context permits, as if for any reference in the instrument, order, contract or arrangement to Bank of Communications, Hong Kong Branch not being a reference (however worded and whether express or implied) to terms and conditions of, or to a scale of fees of, Bank of Communications, Hong Kong Branch, there were substituted a reference to Bank of Communications (Hong Kong) and this subsection does not prevent Bank of Communications (Hong Kong) from varying the remuneration or scale of fees payable in accordance with the terms of the instrument, order, contract or arrangement.
- (3) Any will made before the appointed day which has not been proved in Hong Kong before the appointed day, and any will made on or after the appointed day, being a will forming part of the undertakings which appoints Bank of Communications, Hong Kong Branch to be an executor, trustee or recipient of any property as trustee, is, on and from the appointed day, to be construed and have effect as if for any reference in that will to Bank of Communications, Hong Kong Branch as the executor, trustee or recipient or otherwise in connection with that

訂或隱含))，均猶如以提述交銀(香港)取代的情況下解釋和具有效力。

- (4) 任何具遺囑性質的饋贈均不得僅因本條例任何條文的施行而廢止。

6. 補充條文

在不影響本條例任何其他條文的原則下，除非本條例任何條文有相反效力，否則本條的下述條文對業務具有效力——

- (a) 凡交銀香港分行(不論是單獨或聯同任何其他人，亦不論是以主事人或代理人的身分，亦不論是否採用書面形式)訂立、參與訂定、接獲、發出或被指明為收件人的所有現有合約、協議、保險單、認購權文件、約務更替文件、證明書、裁決、批地文件、轉易書、契據、租契、特許、通知、許可證、擔保、授予任何抵押權益或包含任何抵押權益的文件、債權證明書、彌償、委託、指示及其他文書及承諾、(只要是)交銀(不論是單獨或聯同任何其他人，亦不論是以主事人或代理人的身分，亦不論是否採用書面形式)訂立、參與訂定、接獲、發出或被指明為收件人的有關文件，以及交銀香港分行(不論是單獨或聯同任何其他人，亦不論是以主事人或代理人的身分，亦不論是否採用書面形式)擁有權益的保險單(而如該等文書所訂或根據該等文書確立的權利、法律責任、權益或任何據法權產屬業務的組成部分)，在指定日期當日並自指定日期起，在猶如有以下轉變的情況下解釋和具有效力——

appointment, not being a reference (however worded and whether express or implied) to terms and conditions of, or to a scale of fees of, Bank of Communications, Hong Kong Branch, there were substituted a reference to Bank of Communications (Hong Kong).

- (4) No testamentary gift is ademed only because of the operation of any of the provisions of this Ordinance.

6. Supplementary provisions

Without affecting any other provision of this Ordinance but subject to any provision of this Ordinance to the contrary effect, the following provisions of this section have effect in relation to the undertakings—

- (a) all existing contracts, agreements, insurance policies, options, novations, certificates, awards, land grants, conveyances, deeds, leases, licences, notices, permits, guarantees, documents granting or comprising any security interest, bonds, indemnities, mandates, instructions and other instruments and undertakings entered into by, made with, given to or by or addressed to Bank of Communications, Hong Kong Branch or (in so far as they are) entered into by, made with, given to or by or addressed to Bank of Communications and insurance policies in which Bank of Communications, Hong Kong Branch has an interest (and where the rights, liabilities, interest or any chose in action under or established by those instruments forms part of the undertakings) (whether alone or jointly with any other person and whether as principal or agent and whether in writing or not) are to be construed and have effect on and from the appointed day as if—

- (i) 當事人一方為交銀(香港)，而非交銀香港分行或交銀；
 - (ii) 凡提述交銀香港分行或交銀之處(不論如何措詞，亦不論是明訂或隱含)，就在指定日期當日或以後辦理的事情而言，均以提述交銀(香港)取代；及
 - (iii) 凡提述交銀香港分行或交銀各董事或任何董事、高級人員或僱員之處(不論如何措詞，亦不論是明訂或隱含)，就在指定日期當日或以後辦理的事情而言，即為提述交銀(香港)各董事，或(視情況所需而定)交銀(香港)為該目的而委任的任何交銀(香港)董事、高級人員或僱員，如無作出委任，則為提述身分與該名首述的董事、高級人員或僱員最為接近的交銀(香港)董事、高級人員或僱員；
- (b) 除第 16 條另有規定外，(a)(ii) 段適用於任何法定條文、交銀香港分行或交銀並非立約一方的任何現有合約的任何條文，以及任何其他現有文件(合約及

- (i) Bank of Communications (Hong Kong) had been a party instead of Bank of Communications, Hong Kong Branch or Bank of Communications;
 - (ii) for any reference (however worded and whether express or implied) to Bank of Communications, Hong Kong Branch or Bank of Communications, there were substituted, as respects anything falling to be done on or after the appointed day, a reference to Bank of Communications (Hong Kong); and
 - (iii) for any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of Bank of Communications, Hong Kong Branch or Bank of Communications, there were substituted, as respects anything falling to be done on or after the appointed day, a reference to the directors of Bank of Communications (Hong Kong) or, as the case requires, to any director, officer or employee of Bank of Communications (Hong Kong) as Bank of Communications (Hong Kong) may appoint for that purpose or, in default of appointment, to the director, officer or employee of Bank of Communications (Hong Kong) who corresponds as nearly as may be to the first-mentioned director, officer or employee;
- (b) paragraph (a)(ii), subject to section 16, applies to any statutory provision, to any provision of any existing contract to which Bank of Communications, Hong Kong Branch or Bank of Communications was not a party and to any provision of any other existing

遺囑除外)的任何條文，一如它適用於該段所適用的合約；

- (c) 交銀香港分行與客戶之間的任何帳戶，在指定日期當日移轉予交銀(香港)，並成為交銀(香港)與該客戶之間的帳戶，規限該帳戶的條件和附帶條件(包括任何帳戶號碼)與先前的相同；就所有目的而言，每一帳戶須當作為單一個無間斷的帳戶；而交銀香港分行(不論是單獨或聯同任何其他人士，亦不論是以主事人或代理人的身分，亦不論是否採用書面形式)訂立、參與訂定、接獲、發出或被指明為收件人的任何現有合約、協議、保險單、認購權文件、約務更替文件、證明書、裁決、批地文件、轉易書、契據、租契、特許、通知、許可證、擔保、授予任何抵押權益或包含任何抵押權益的文件、債權證明書、彌償、委託、指示及其他文書及承諾，在指定日期當日並自指定日期起，須在猶如有以下轉變的情況下解釋和具有效力：凡提述交銀香港分行與客戶之間的帳戶之處(不論如何措詞，亦不論是明訂或隱含)，就在指定日期當日或以後辦理的事情而言，並在文意許可的情況下，均以提述交銀(香港)與該客戶之間單一個無間斷的帳戶取代，而且，

document (not being a contract or will) as it applies to a contract to which that paragraph applies;

- (c) any account between Bank of Communications, Hong Kong Branch and a customer is, on the appointed day, to be transferred to Bank of Communications (Hong Kong) and become an account between Bank of Communications (Hong Kong) and that customer subject to the same conditions and incidents including any account number as before; and each account is to be deemed for all purposes to be a single continuing account; and any existing contracts, agreements, insurance policies, options, novations, certificates, awards, land grants, conveyances, deeds, leases, licences, notices, permits, guarantees, documents granting or comprising any security interest, bonds, indemnities, mandates, instructions and other instruments and undertakings entered into by, made with, given to or by or addressed to Bank of Communications, Hong Kong Branch (whether alone or jointly with any other person and whether as principal or agent and whether in writing or not) are to be construed and have effect on and from the appointed day as if for any reference (however worded and whether express or implied) to the account between Bank of Communications, Hong Kong Branch and a customer, there were substituted, as respects anything falling to be done on or after the appointed day, and so far as the context permits, a reference to the single continuing account between Bank of Communications (Hong Kong) and that customer; and nothing in this Ordinance affects any right of Bank of Communications (Hong Kong) or of any

本條例並不影響交銀(香港)或任何客戶更改規限持有任何帳戶的條件或附帶條件的任何權利；

- (d) 交銀香港分行接獲或發出或(只要是)交銀代表交銀香港分行接獲或發出的(不論是單獨或聯同任何其他人士共同接獲或發出)任何現有指示、命令、指令、委託、授權書、授權、承諾或同意(不論是否採用書面形式，亦不論是否與帳戶有關)，在指定日期當日並自指定日期起，須在猶如是交銀(香港)接獲或發出，或交銀(香港)聯同任何其他人士共同接獲或發出的情況下適用和具有效力；
- (e) 要求交銀香港分行或代表交銀香港分行的交銀兌現的、由交銀香港分行或代表交銀香港分行的交銀接獲、承兌或背書的又或須於交銀香港分行的任何營業地點支付的任何可流轉票據或付款指令票據，無論是在指定日期之前、當日或之後要求交銀香港分行或代表交銀香港分行的交銀兌現，或在指定日期之前、當日或之後由交銀香港分行或代表交銀香港分行的交銀接獲、承兌或背書的，在指定日期當日並自指定日期起，在猶如已要求交銀(香港)兌現，或已由交銀(香港)接獲、承兌或背書，又或於交銀(香港)的同一營業地點支付的情況下具有同樣效力；
- (f) 交銀香港分行以受寄人身分對任何文件、紀錄、貨物或其他物件的保管，在指定日期當日移交交銀(香

- customer to vary the conditions or incidents subject to which any account is kept;
- (d) any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent (whether in writing or not and whether or not in relation to an account) given to or by Bank of Communications, Hong Kong Branch or (in so far as it is) given to or by Bank of Communications on behalf of Bank of Communications, Hong Kong Branch, either alone or jointly with any other person, is to apply and have effect, on and from the appointed day, as if given to or by Bank of Communications (Hong Kong) or to or by Bank of Communications (Hong Kong) jointly with any other person;
 - (e) any negotiable instrument or order for payment of money drawn on, or given to, or accepted or endorsed by, Bank of Communications, Hong Kong Branch or Bank of Communications on behalf of Bank of Communications, Hong Kong Branch, or payable at any place of business of Bank of Communications, Hong Kong Branch, whether drawn, given, accepted or endorsed before, on or after the appointed day, is to have the same effect on and from the appointed day, as if it had been drawn on, or given to, or accepted or endorsed by Bank of Communications (Hong Kong), or were payable at the same place of business of Bank of Communications (Hong Kong);
 - (f) the custody of any document or record, goods or other thing held by Bank of Communications, Hong Kong Branch as bailee is to pass to Bank of Communications (Hong Kong) on the appointed day,

港)，而交銀香港分行根據關乎該等文件、紀錄、貨物或物件的任何委託保管合約而具有的權利及義務，在指定日期成為交銀(香港)的權利及義務；

(g) 本段的下述條文適用於抵押權益——

- (i) 在緊接指定日期之前由交銀香港分行或交銀，或交銀香港分行或交銀的代名人、代理人或受託人，持有而用作保證任何法律責任獲得償付或解除的任何抵押權益，在指定日期當日並自指定日期起，由交銀(香港)持有或由該代名人、代理人或受託人為交銀(香港)持有(視情況所需而定)，並須供交銀(香港)(不論是為其本身利益或是為任何其他人的利益)用作保證該法律責任獲得償付或解除；
- (ii) 就按照本條例轉歸或當作轉歸交銀(香港)的任何抵押權益及以該抵押權益作為保證的任何法律責任而言，交銀(香港)所享有的權利及

and the rights and obligations of Bank of Communications, Hong Kong Branch under any contract of bailment relating to those document or record, goods or thing are to become the rights and obligations of Bank of Communications (Hong Kong) on the appointed day;

- (g) the following provisions of this paragraph apply in relation to security interests—
- (i) any security interest held immediately before the appointed day by Bank of Communications, Hong Kong Branch or Bank of Communications, or by a nominee or agent of or trustee for Bank of Communications, Hong Kong Branch or Bank of Communications, as security for the payment or discharge of any liability is, on and from the appointed day, to be held by Bank of Communications (Hong Kong), or, as the case requires, by that nominee or agent of or trustee for Bank of Communications (Hong Kong), and be available to Bank of Communications (Hong Kong) (whether for its own benefit or for the benefit of any other person) as security for the payment or discharge of that liability;
 - (ii) in relation to any security interest vested or deemed to be vested in Bank of Communications (Hong Kong) under this Ordinance and any liability secured by that security interest, Bank of Communications (Hong Kong) is to be entitled to the rights and priorities and be subject to the obligations and incidents to which Bank of Communications, Hong Kong Branch or Bank of

優先權，以及規限交銀(香港)的義務及附帶條件，與交銀香港分行或交銀倘若繼續持有該抵押權益即本會享有的權利及優先權以及本會規限交銀香港分行或交銀的義務及附帶條件一樣；

- (iii) 在不影響第(ii)節的原則下，關於交銀香港分行或交銀與交銀(香港)之間存續的任何現有法律責任而言，如交銀香港分行、交銀或交銀(香港)，或交銀香港分行、交銀或交銀(香港)的代名人、代理人或受託人，就該法律責任持有抵押權益，則為強制執行該抵押權益或將該抵押權益變現而言，即使業務轉歸交銀(香港)，該法律責任仍當作為繼續有效；
- (iv) 第(i)、(ii)或(iii)節提述的並擴及適用於未來貸款或未來法律責任的任何抵押權益，在指定日期當日並自指定日期起，須供交銀(香港)(不論是為其本身利益或是為任何其他人的利益)用作保證未來貸款獲得償付以及未來法律責任獲得償付或解除，而其可供使用的範圍及方式，在各方面而言均與在緊接指定日期之前，該抵押權益保證交銀香港分行、交銀或交銀(香港)借出的未來貸款或對交銀香港分行、交銀或交銀(香港)承擔的未來法律責任的範圍及方式一樣；

Communications would have been entitled and subject if it had continued to hold the security interest;

- (iii) without affecting subparagraph (ii), for any existing liability subsisting between Bank of Communications, Hong Kong Branch or Bank of Communications and Bank of Communications (Hong Kong), in respect of which Bank of Communications, Hong Kong Branch, Bank of Communications or Bank of Communications (Hong Kong), or a nominee or agent of or trustee for Bank of Communications, Hong Kong Branch, Bank of Communications or Bank of Communications (Hong Kong) holds a security interest, that liability is, for the enforcement or realization of that security interest, to be deemed to continue in effect despite the vesting of the undertakings in Bank of Communications (Hong Kong);
- (iv) any security interest referred to in subparagraph (i), (ii) or (iii) and which extends to future advances or future liabilities is, on and from the appointed day, to be available to Bank of Communications (Hong Kong) (whether for its own benefit or for the benefit of any other person) as security for the payment of future advances and payment or discharge of future liabilities to the same extent and in the same manner in all respects as future advances by, or future liabilities to, Bank of Communications, Hong Kong Branch, Bank of Communications or Bank of Communications (Hong Kong) were secured by that security interest immediately before the appointed day;

- (v) 即使有第(i)節的規定，如任何抵押權益在緊接指定日期之前，不會供交銀(香港)用作保證任何其須承擔的法律責任獲得償付或解除，或不會供交銀香港分行或交銀用作保證任何其須承擔的法律責任獲得償付或解除，則該抵押權益不會因本條例在指定日期當日並自指定日期起成為可供交銀(香港)就該法律責任的償付或解除用作保證，但在下述情況下則除外——
 - (A) 該抵押權益的條款另有明文規定；
 - (B) 交銀(香港)取得授予該抵押權益的人的書面同意；或
 - (C) 該抵押權益是根據一般法律產生的；
- (vi) 即使有第(ii)節的規定，如在緊接指定日期之前，交銀(香港)不會就任何其須承擔的法律責任享有在當時已屬存在的任何抵押權益所關乎的權利及優先權，或交銀香港分行或交銀不會就任何其須承擔的法律責任享有在當時已屬存在的任何抵押權益所關乎的權利及優先權，則交銀(香港)不會因本條例在指定日期當日

- (v) despite subparagraph (i), where immediately before the appointed day, any security interest would not be available to Bank of Communications (Hong Kong) as security for the payment or discharge of any liability owing to it or to Bank of Communications, Hong Kong Branch or Bank of Communications as security for the payment or discharge of any liability owing to it, that security interest would not become available to Bank of Communications (Hong Kong) as security for the payment or discharge of the liability on and from the appointed day because of this Ordinance, unless—
 - (A) the terms of that security interest expressly provide otherwise;
 - (B) Bank of Communications (Hong Kong) obtains the written consent of the person or persons who granted that security interest; or
 - (C) that security interest arises at general law;
- (vi) despite subparagraph (ii), where immediately before the appointed day, Bank of Communications (Hong Kong) would not, in respect of any liability owing to it, be entitled to the rights and priorities in relation to any security interest then in existence, or Bank of Communications, Hong Kong Branch or Bank of Communications would not, in respect of any liability owing to it, be entitled to the rights and priorities in relation to any security interest then in existence, Bank of Communications (Hong Kong) would not, in respect of the

並自指定日期起就該法律責任享有該等權利及優先權，但在下述情況下則除外——

- (A) 該抵押權益的條款另有明文規定；
 - (B) 交銀(香港)取得授予該抵押權益的人的書面同意；或
 - (C) 該抵押權益是根據一般法律產生的；
- (h) 本段的下述條文適用於權利或法律責任——
- (i) 如交銀香港分行的任何權利或法律責任，或交銀(代表交銀香港分行或僅與業務有關)持有的任何權利或承擔的任何法律責任，憑藉本條例而成為或當作成為交銀(香港)的權利或法律責任，則交銀(香港)及所有其他人在指定日期當日並自指定日期起具有同樣的權利、權力及補救(尤其是在提起法律程序，或在法律程序中抗辯，或向任何主管當局提出或反對申請方面具有同樣的權利及權力)，以便確定、完成或強制執行該權利或法律責任，猶如該權利或法律責任在任何時候均屬於交銀(香港)一樣；而由交銀香港分行或交銀(代表交銀香港分行或僅與業務有關)或針對交銀香港分行或交銀(代表交銀香港分行或僅與業務有關)提起、並在緊接指定日期之前存在或待決的任何法律程序，或由交銀香港分行或交銀(代表交銀香港分行或僅與業務有關)或針對交銀香港分行或交銀(代表交銀香港分行或僅與業務

liability, be entitled to those rights and priorities on and from the appointed day because of this Ordinance, unless—

- (A) the terms of that security interest expressly provide otherwise;
 - (B) Bank of Communications (Hong Kong) obtains the written consent of the person or persons who granted that security interest; or
 - (C) that security interest arises at general law;
- (h) the following provisions of this paragraph apply in relation to rights or liabilities—
- (i) where by this Ordinance any right or liability of Bank of Communications, Hong Kong Branch or Bank of Communications where it holds any right or liability on behalf of Bank of Communications, Hong Kong Branch or solely in relation to the undertakings becomes or is deemed to become a right or liability of Bank of Communications (Hong Kong), Bank of Communications (Hong Kong) and all other persons are, on and from the appointed day, to have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right or liability as if it had at all times been a right or liability of Bank of Communications (Hong Kong); and any legal proceedings or application to any authority existing or pending immediately before the appointed day by or against Bank of Communications, Hong Kong Branch or Bank

有關)向任何主管當局提出、並在緊接指定日期之前存在或待決的申請,均可由交銀(香港)繼續進行,或可針對交銀(香港)繼續進行;

- (ii) 如交銀香港分行的任何權利或法律責任,或交銀(代表交銀香港分行或僅與業務有關)持有的任何權利或承擔的任何法律責任,在指定日期之前已屬交銀香港分行或交銀(代表交銀香港分行或僅與業務有關)作為一方的仲裁或法律程序的標的,則在指定日期當日並自指定日期起,自動由交銀(香港)取代交銀香港分行或交銀成為該等仲裁或法律程序的一方,而無需其他任何一方或有關仲裁人、法官或其他機關的同意;
- (i) 裁定交銀香港分行或(如交銀代表交銀香港分行或僅因與業務有關而在判決或裁決中被判勝訴或敗訴)交銀勝訴或敗訴的任何判決或裁決,如在指定日期之前仍未獲完全履行,則在指定日期當日並自指定日期起,在可由或可針對交銀香港分行或交銀強制

- of Communications on behalf of Bank of Communications, Hong Kong Branch or solely in relation to the undertakings may be continued by or against Bank of Communications (Hong Kong);
- (ii) where any right or liability of Bank of Communications, Hong Kong Branch or Bank of Communications where it holds any right or liability on behalf of Bank of Communications, Hong Kong Branch or solely in relation to the undertakings was before the appointed day the subject of arbitral or legal proceedings to which Bank of Communications, Hong Kong Branch or Bank of Communications on behalf of Bank of Communications, Hong Kong Branch or solely in relation to the undertakings was a party, Bank of Communications (Hong Kong) is on and from the appointed day to be substituted for Bank of Communications, Hong Kong Branch or Bank of Communications as a party to those proceedings automatically, without the need for consent from any other party or from the arbitrator, judge or other authority;
 - (i) any judgment or award obtained by or against Bank of Communications, Hong Kong Branch or Bank of Communications where it has obtained a judgment or award or had a judgment or award held against it on behalf of Bank of Communications, Hong Kong Branch or solely in relation to the undertakings and not fully satisfied before the appointed day is, on and from the appointed day, to the extent to which it is enforceable by or against Bank of Communications, Hong Kong Branch or Bank of Communications to

執行的範圍內，成為可由或可針對交銀(香港)強制執行；

- (j) 在指定日期當日並自指定日期起，任何適用於交銀香港分行或交銀(代表交銀香港分行或僅與業務有關)的法庭命令，均適用於交銀(香港)而非交銀香港分行或交銀；
- (k) 本條例不終止或損及在指定日期之前由交銀香港分行或交銀單獨或聯同任何其他人所委任的任何接管人或任何接管人兼管理人的委任、權限、權利或權力；及
- (l) 如私隱專員本可就交銀香港分行違反或被指稱違反《個人資料(私隱)條例》(第 486 章)或保障資料原則一事而在緊接指定日期之前根據該條例就交銀香港分行行使任何權力，則在指定日期當日並自指定日期起，私隱專員可就交銀(香港)行使該權力；但憑藉本條例將業務移轉予和轉歸交銀(香港)，以及因預期或由於進行移轉及轉歸而向交銀(香港)作出的任何資訊披露，不會構成違反交銀香港分行

- become enforceable by or against Bank of Communications (Hong Kong);
- (j) any court order which applies to Bank of Communications, Hong Kong Branch or to Bank of Communications on behalf of Bank of Communications, Hong Kong Branch or solely in relation to the undertakings is, on and from the appointed day, to apply to Bank of Communications (Hong Kong) instead of to Bank of Communications, Hong Kong Branch or Bank of Communications;
 - (k) nothing in this Ordinance terminates or prejudicially affects the appointment, authority, rights or powers of any receiver or of any receiver and manager appointed by Bank of Communications, Hong Kong Branch or Bank of Communications, whether alone or jointly with any other person, before the appointed day; and
 - (l) the Privacy Commissioner may, on and from the appointed day, exercise in respect of Bank of Communications (Hong Kong) any power under the Personal Data (Privacy) Ordinance (Cap. 486) which the Privacy Commissioner could have immediately before the appointed day exercised in respect of Bank of Communications, Hong Kong Branch in respect of a breach or alleged breach by Bank of Communications, Hong Kong Branch of that Ordinance or the data protection principles; but the transfer to, and vesting in, Bank of Communications (Hong Kong) by this Ordinance of the undertakings and any disclosure to Bank of Communications (Hong Kong) of any information in contemplation or as a result of the transfer and vesting do not

在緊接指定日期之前所承擔的任何保密責任，亦不構成交銀(香港)或交銀香港分行違反《個人資料(私隱)條例》(第 486 章)或保障資料原則。

7. 交銀(香港)和交銀香港分行的會計處理

- (1) 即使有任何其他條例的條文的規定，憑藉本條例，在指定日期當日並自指定日期起——
 - (a) 業務以緊接指定日期之前在交銀香港分行的報表中列明的、該等業務的帳面價值移轉予交銀(香港)；及
 - (b) 屬業務的組成部分或以其他方式與該等業務有關的交銀(香港)的每項儲備金的款額、名稱及性質，在各方面而言，均與在緊接指定日期之前交銀香港分行相應的現有儲備金(或類似性質的項目)的款額、名稱及性質一樣，而所有在香港的成文法則及法律規則適用於交銀(香港)的該儲備金或就交銀(香港)的該儲備金而適用，適用的方式在各方面而言，均與它們在緊接指定日期之前適用於交銀香港分行相應的現有儲備金或就交銀香港分行相應的現有儲備金(或類似性質的項目)而適用的方式一樣。
- (2) 在第(1)(b)款中，凡提述交銀香港分行的現有儲備金，均包括任何儲備金或同類準備金，不論其名稱或稱謂如

amount to a breach of any duty of confidentiality to which Bank of Communications, Hong Kong Branch is subject immediately before the appointed day or to a contravention by Bank of Communications (Hong Kong) or Bank of Communications, Hong Kong Branch of the Personal Data (Privacy) Ordinance (Cap. 486) or the data protection principles.

7. Accounting treatment of Bank of Communications (Hong Kong) and Bank of Communications, Hong Kong Branch

- (1) On and from the appointed day, by this Ordinance and despite the provisions of any other Ordinance—
 - (a) the undertakings are to be transferred to Bank of Communications (Hong Kong) at their carrying value in the accounts of Bank of Communications, Hong Kong Branch as stated in them immediately before the appointed day; and
 - (b) the amount, description and character of every reserve of Bank of Communications (Hong Kong) which forms part of or otherwise relates to the undertakings are to be the same in all respects as those of the corresponding existing reserve (or items of similar nature) of Bank of Communications, Hong Kong Branch immediately before the appointed day, and all enactments and rules of law in Hong Kong are to apply to or in respect of that reserve of Bank of Communications (Hong Kong) in the same manner in all respects as they applied to or in respect of the corresponding existing reserve (or items of similar nature) of Bank of Communications, Hong Kong Branch immediately before the appointed day.
- (2) Any reference in subsection (1)(b) to an existing reserve of Bank of Communications, Hong Kong Branch includes

何(亦不論其款額是正是負),以及任何損益表內貸方(或借方)所記的任何數額。

8. 課稅及稅務事宜

- (1) 就《稅務條例》(第 112 章)的目的而言,在指定日期當日並自指定日期起,交銀(香港)就業務而言,視作猶如是交銀香港分行的延續,並在法律上與交銀香港分行是同一人一樣。
- (2) 據此(並在不影響第(1)款的原則下),任何財產或法律責任憑藉本條例轉歸或當作轉歸交銀(香港),就《稅務條例》(第 112 章)的任何目的而言,並不構成出售或以其他方式脫除該財產或法律責任,亦不構成該財產或法律責任的性質的改變。
- (3) 在計算交銀香港分行在涵蓋指定日期的課稅年度根據《稅務條例》(第 112 章)第 4 部應課稅的利潤時,須計入在該課稅年度之內以及在緊接指定日期之前結束的期間產生的交銀香港分行的利潤或虧損。
- (4) 在計算交銀(香港)在產生利潤或虧損的課稅年度根據《稅務條例》(第 112 章)第 4 部應課稅的利潤時,須計入在

any reserve or similar provision, irrespective of its name or designation (and whether the amount of it is positive or negative in nature), and any sums standing to the credit (or debit) of any profit and loss account.

8. Taxation and revenue matters

- (1) For the purposes of the Inland Revenue Ordinance (Cap. 112), on and from the appointed day, Bank of Communications (Hong Kong) is to be treated as if it were the continuation of and the same person in law with regard to the undertakings as Bank of Communications, Hong Kong Branch.
- (2) Accordingly (and without affecting subsection (1)) a vesting or deemed vesting in Bank of Communications (Hong Kong) of any property or liability by this Ordinance does not constitute a sale or other divestiture of or a change in the nature of that property or liability for any purpose under the Inland Revenue Ordinance (Cap. 112).
- (3) The profits or losses of Bank of Communications, Hong Kong Branch arising in the year of assessment in which the appointed day occurs, and for the period ending immediately before the appointed day, are to be taken into account for the computation of the profits of Bank of Communications, Hong Kong Branch which are chargeable to tax under Part 4 of the Inland Revenue Ordinance (Cap. 112) for the year of assessment in which the appointed day occurs.
- (4) The profits or losses arising from the undertakings transferred to Bank of Communications (Hong Kong) for any period beginning on or after the appointed day are to be taken into account for the computation of the profits of Bank of Communications (Hong Kong) which are

指定日期當日或以後的日期開始的任何期間，從移轉予交銀(香港)的業務所產生的利潤或虧損。

- (5) 如第(1)、(2)、(3)或(4)款的施行可通過扣減、折舊提撥或其他方式，致使交銀香港分行及交銀(香港)就同一評稅年度的同一支出、開支或資產獲得稅務寬免，則稅務寬免於稅務局局長考慮各相關事實(包括本條例旨在產生的影響)後，僅須如其認為合適地給予交銀香港分行或交銀(香港)。

9. 僱傭合約

- (1) 第 6(a) 條適用於僅從事業務經營的任何人士所簽訂的僱傭合約，而根據該合約受僱於交銀香港分行和交銀(香港)，就所有目的而言，須當作連續受僱於同一僱主。
- (2) 交銀香港分行的董事、秘書或核數師，不會僅因本條例而成為交銀(香港)的董事、秘書或核數師。

10. 強制性公積金計劃

構成或關乎在香港設立並名為交通銀行愉盈退休強積金計劃(BCOM Joyful Retirement MPF Scheme)的強制性公積金計劃以及交銀香港分行須支付的供款的契據、規則及文件，在指定日期當日並自指定日期起，在文意許可的情況下，就僅因本條例而成為交銀(香港)的高級人員或僱員的交銀香港

chargeable to tax under Part 4 of the Inland Revenue Ordinance (Cap. 112) for the year of assessment in which the profits or losses arise.

- (5) Where the operation of subsection (1), (2), (3) or (4) may result in tax relief by deduction, depreciation allowance or other means given to both Bank of Communications, Hong Kong Branch and Bank of Communications (Hong Kong) in respect of the same expenditure, outgoing or asset for the same year of assessment, tax relief is to be granted only to Bank of Communications, Hong Kong Branch or Bank of Communications (Hong Kong) as the Commissioner of Inland Revenue thinks fit having regard to all relevant facts including the intended effect of this Ordinance.

9. Contracts of employment

- (1) Section 6(a) applies to a contract for the employment of any person who is solely engaged in the undertakings; and employment with Bank of Communications, Hong Kong Branch and Bank of Communications (Hong Kong) under that contract is deemed for all purposes to be a single continuing employment.
- (2) No director, secretary or auditor of Bank of Communications, Hong Kong Branch would become a director, secretary or auditor of Bank of Communications (Hong Kong) only because of this Ordinance.

10. Mandatory provident fund scheme

The deeds, rules and documents constituting or relating to the mandatory provident fund scheme established in Hong Kong and known as the BCOM Joyful Retirement MPF Scheme (交通銀行愉盈退休強積金計劃), and the contributions payable by Bank of Communications, Hong Kong Branch, are, on and

分行的高級人員或僱員(且是該計劃的成員者)而言,須在猶如契據、規則或文件內任何提述交銀香港分行之處,均以提述交銀(香港)取代的情況下解釋和具有效力。

11. 對禁止合併的寬免

- (1) 在交銀香港分行或交銀(香港)為立約一方的任何合約、協議或其他文件內,或在交銀為立約一方的任何合約、協議或其他文件(該合約、協議或文件所訂或根據該合約、協議或文件確立的權利、法律責任、權益或任何據法權產屬業務的組成部分)內,如載有任何條文禁止將業務移轉予和轉歸或當作移轉予和轉歸交銀(香港),或載有效力是禁止將業務移轉予和轉歸或當作移轉予和轉歸交銀(香港)的條文,則該條文須當作已被免除。
- (2) 在交銀香港分行或交銀(香港)為立約一方的任何合約、協議或其他文件內,或在交銀為立約一方的任何合約、協議或其他文件(該合約、協議或文件所訂或根據該合約、協議或文件確立的權利、法律責任、權益或任何據法權產屬業務的組成部分)內,如載有任何條文表明業務移轉予和轉歸或當作移轉予和轉歸交銀(香港)會引致違約或失責情況出現,或當作引致違約或失責情況出現,則該條文須當作已被免除。

from the appointed day, to be construed and have effect, so far as the context permits, as if for any reference in the deeds, rules or documents to Bank of Communications, Hong Kong Branch, there were substituted a reference to Bank of Communications (Hong Kong) in respect of officers or employees of Bank of Communications, Hong Kong Branch who are members of that scheme and who become officers or employees of Bank of Communications (Hong Kong) only because of this Ordinance.

11. Waiver of prohibition of merger

- (1) Any provision contained in any contract, agreement or other document to which Bank of Communications, Hong Kong Branch or Bank of Communications (Hong Kong) is a party or to which Bank of Communications is a party but the rights, liabilities, interest or any chose in action under or established by that contract, agreement or other document forms part of the undertakings which prohibits or has the effect of prohibiting the transfer and vesting or deemed transfer and vesting of the undertakings to and in Bank of Communications (Hong Kong), is deemed to have been waived.
- (2) Any provision contained in any contract, agreement or other document to the effect that a breach of contract or a default would occur or be deemed to occur as a result of the transfer and vesting or deemed transfer and vesting of the undertakings to and in Bank of Communications (Hong Kong), and to which Bank of Communications, Hong Kong Branch or Bank of Communications (Hong Kong) is a party or to which Bank of Communications is a party but the rights, liabilities, interest or any chose in action under or established by that contract, agreement or other document forms part of the undertakings, is deemed to have been waived.

12. 證據：簿冊及文件

- (1) 在指定日期之前本會就任何事宜作為支持或針對交銀香港分行或交銀的證據的所有簿冊及其他文件，會在與業務有關的範圍內就同一事宜獲接納為支持或針對交銀(香港)的證據。
- (2) 在本條中——
文件 (documents) 具有《證據條例》(第 8 章) 第 46 條所給予的涵義。

13. 《證據條例》第 III 部

- (1) 在指定日期當日並自指定日期起，《證據條例》(第 8 章) 第 III 部適用於憑藉本條例轉歸或當作轉歸交銀(香港)的交銀香港分行的銀行紀錄，亦適用於在指定日期之前已列入該等紀錄內的記項，猶如該等紀錄是交銀(香港)的紀錄一樣。
- (2) 就《證據條例》(第 8 章) 第 20 條而言，凡銀行紀錄因本條例而當作已成為交銀(香港)的銀行紀錄，而其內有任何記項看來是在指定日期之前已列入者，則該等紀錄須當作為在列入該記項時已屬交銀(香港)的普通銀行紀錄，而任何該記項須當作為在慣常及通常業務運作中列入的。

12. Evidence: books and documents

(1) All books and other documents which would, before the appointed day, have been evidence in respect of any matter for or against Bank of Communications, Hong Kong Branch or Bank of Communications would be admissible in evidence in respect of the same matter for or against Bank of Communications (Hong Kong) so far as they relate to the undertakings.

(2) In this section—

documents (文件) has the meaning given by section 46 of the Evidence Ordinance (Cap. 8).

13. Part III of Evidence Ordinance

(1) On and from the appointed day, Part III of the Evidence Ordinance (Cap. 8) is to apply to the banker's records of Bank of Communications, Hong Kong Branch vested or deemed to be vested in Bank of Communications (Hong Kong) by this Ordinance, and to entries made in those records before the appointed day, as if those records were the records of Bank of Communications (Hong Kong).

(2) For the purposes of section 20 of the Evidence Ordinance (Cap. 8), banker's records which are deemed to have become the banker's records of Bank of Communications (Hong Kong) because of this Ordinance are deemed to have been the ordinary banker's records of Bank of Communications (Hong Kong) at the time of the making of an entry in them which purports to have been made before the appointed day, and that entry is deemed to have been made in the usual and ordinary course of business.

- (3) 就《證據條例》(第 8 章)第 40 及 41 條而言，先前由交銀香港分行或交銀保管或控制的與業務有關的文件，均須當作為先前由交銀(香港)保管或控制的文件。
- (4) 在本條中——
銀行紀錄 (banker's records) 具有《證據條例》(第 8 章)第 2 條所給予的涵義。

14. 移轉和轉歸的證據

- (1) 就所有目的而言，出示本條例的政府印務局文本，為業務或其中任何部分根據本條例移轉予和轉歸或當作移轉予和轉歸交銀(香港)的確證。
- (2) 在不影響第(1)款的原則下——
 - (a) 本條例的政府印務局文本，連同刊登指定日期公告的證據——
 - (i) 在關乎憑藉本條例移轉予和轉歸或當作轉歸交銀(香港)的任何註冊證券的所有目的而言，均具有作為就該等註冊證券從交銀香港分行移轉予交銀(香港)而妥為簽立的移轉文書的效用；及

- (3) For the purposes of sections 40 and 41 of the Evidence Ordinance (Cap. 8), documents previously in the custody or control of Bank of Communications, Hong Kong Branch or Bank of Communications that relate to the undertakings are deemed to be documents previously in the custody or control of Bank of Communications (Hong Kong).
- (4) In this section—
banker's records (銀行紀錄) has the meaning given by section 2 of the Evidence Ordinance (Cap. 8).

14. Evidence of transfer and vesting

- (1) The production of a Government Printer's copy of this Ordinance is, for all purposes, conclusive evidence of the transfer and vesting or deemed transfer and vesting of the undertakings or any part of the undertakings to and in Bank of Communications (Hong Kong) under this Ordinance.
- (2) Without affecting subsection (1)—
 - (a) a Government Printer's copy of this Ordinance, together with evidence of publication of notice of the appointed day—
 - (i) operates for all purposes, in relation to any registered securities transferred to, and vested or deemed to be vested in, Bank of Communications (Hong Kong) by this Ordinance, as a duly executed instrument of transfer in respect of the transfer of those registered securities from Bank of Communications, Hong Kong Branch to Bank of Communications (Hong Kong); and

- (ii) 再連同第 2(1) 條中**除外財產及法律責任**的定義的 (e) 段所指的任何決議或證明書的核證副本，為由該決議或證明書所指明的財產及法律責任乃除外財產及法律責任的充分證據；
- (b) 任何契據或其他文件如在指定日期當日或以後訂立或簽立，而交銀(香港)、交銀香港分行或交銀藉該契據或文件而單獨或聯同任何其他人將交銀香港分行或交銀在緊接指定日期之前單獨或聯同任何其他人持有並屬業務組成部分的任何財產轉易或移轉予任何人(不論是否為代價而作出)，或其意是藉該契據或文件而單獨或聯同任何其他人將該財產轉易或移轉予任何人(不論是否為代價而作出)，或藉該契據或文件而單獨或聯同任何其他人申請註冊為該財產的持有人或所有人，則該契據或文件為交銀香港分行或交銀對該財產持有的權益根據本條例轉歸或當作轉歸交銀(香港)的充分證據；
- (c) 如交銀(香港)、交銀香港分行或交銀在指定日期當日或以後有任何其他交易或看來是交易的交易，而該交易所涉及或關乎的任何財產或法律責任在緊

- (ii) further together with a certified copy of any resolution or certificate under paragraph (e) of the definition of *excluded property and liabilities* in section 2(1), is sufficient evidence that the property and liabilities specified by that resolution or certificate are excluded property and liabilities;
- (b) any deed or other document made or executed on or after the appointed day, by which Bank of Communications (Hong Kong), Bank of Communications, Hong Kong Branch or Bank of Communications, whether alone or jointly with any other person, conveys or transfers, or purports to convey or transfer, to any person (whether for consideration or not), or applies to be registered as the holder or proprietor of, any property held by Bank of Communications, Hong Kong Branch or Bank of Communications immediately before the appointed day and forming part of the undertakings, whether alone or jointly with any other person, is sufficient evidence that the interest of Bank of Communications, Hong Kong Branch or Bank of Communications in that property is vested or deemed to be vested in Bank of Communications (Hong Kong) under this Ordinance;
- (c) where there is any other transaction or purported transaction by Bank of Communications (Hong Kong), Bank of Communications, Hong Kong Branch or Bank of Communications on or after the appointed day in connection with, or in relation to, any property or liabilities which were property or liabilities of Bank of Communications, Hong Kong Branch or Bank of Communications immediately before the appointed day and forming part of the

接指定日期之前是交銀香港分行或交銀的財產或法律責任並屬業務的組成部分，則為有關交易的任何其他一方或透過或藉著該一方提出申索的人的利益起見，交銀(香港)須當作有全面的權力及權限進行該宗交易，猶如該等財產或法律責任已根據本條例轉歸或當作轉歸交銀(香港)一樣；及

- (d) 凡有由交銀(香港)或代表交銀(香港)在任何時候發出的證明書，證明其內指明的任何財產或法律責任(該等財產或法律責任在緊接指定日期之前為交銀香港分行或交銀的財產或法律責任)根據本條例須當作或並不當作轉歸交銀(香港)者，該證明書就所有目的而言，均屬它所證明的事實的確證。
- (3) 第(2)(c)或(d)款不影響交銀(香港)及交銀香港分行或交銀就或看來已就它們任何一方在涉及或關乎任何財產或法律責任的情況下所作出的任何事情而對另一方所負的法律責任。
- (4) 本條不適用於在第4(2)條範圍內的任何財產及法律責任。
- (5) 在本條中——

註冊證券 (registered securities) 指股份、股額、債權證、貸款、債權證明書、單位信託計劃中的單位或受該計劃的信託所規限的投資的其他股份，以及其他任何種類可轉

undertakings, it is deemed in favour of any other party to the transaction, or any person claiming through or under that other party, that Bank of Communications (Hong Kong) has full power and authority for that transaction as if the property or liabilities were vested or deemed to be vested in it under this Ordinance; and

- (d) a certificate given by or on behalf of Bank of Communications (Hong Kong) at any time that any property or liabilities specified in the certificate (which property or liabilities immediately before the appointed day were the property or liabilities of Bank of Communications, Hong Kong Branch or Bank of Communications) are or are not deemed to be vested in Bank of Communications (Hong Kong) under this Ordinance is conclusive evidence for all purposes of the fact certified.
- (3) Nothing in subsection (2)(c) or (d) affects the liability of Bank of Communications (Hong Kong) and Bank of Communications, Hong Kong Branch or Bank of Communications to one another in respect of anything done, or purporting to have been done, by any of them in connection with, or in relation to, any property or liabilities.
- (4) Nothing in this section applies to any property and liabilities falling within section 4(2).
- (5) In this section—

convey (轉易) includes mortgage, charge, lease, assent, vest by vesting declaration or vesting instrument, disclaim, release or otherwise assure;

registered securities (註冊證券) means shares, stocks, debentures, loans, bonds, units of a unit trust scheme or

讓而持有人是名列登記冊(不論登記冊是在香港或其他地方備存)的證券;

轉易 (convey) 包括按揭、押記、租賃、允許、藉轉歸聲明或轉歸文書而作出的轉歸、卸棄、讓予或其他方式的轉易。

15. 土地權益

- (1) 土地權益憑藉本條例轉歸或當作轉歸交銀(香港)一事——
 - (a) 就《業主與租客(綜合)條例》(第7章)第53(4)(a)或(7)(a)條而言,不構成該權益的取得、處置、轉讓、移轉或放棄管有該權益;
 - (b) 就《業主與租客(綜合)條例》(第7章)第6(1)(b)條而言,不構成該權益的轉讓或分租或該權益的轉讓協議或分租協議;
 - (c) 並無將任何租賃權益併入其預期的復歸權的效用;
 - (d) 就關乎該權益或影響該權益的任何文書所載的任何條文而言,不構成對該權益作出轉讓、移轉、轉予、放棄管有、作出處理或其他產權處置;
 - (e) 不違反禁止讓與的契諾或條件的效果;
 - (f) 不導致任何權利的喪失,亦不引致任何損害賠償或其他訴訟權利;
 - (g) 不令任何合約或抵押權益失效或獲得解除;及

other shares of the investments subject to the trusts of that scheme, and other securities of any description which are transferable and the holders of which are entered in a register (whether maintained in Hong Kong or elsewhere).

15. Interests in land

- (1) The vesting or deemed vesting in Bank of Communications (Hong Kong) of an interest in land by this Ordinance—
 - (a) does not constitute an acquisition, disposal, assignment, transfer or parting with possession of that interest for the purposes of section 53(4)(a) or (7)(a) of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7);
 - (b) does not constitute an assignment or underlease of, or an agreement to assign or underlet, that interest for the purposes of section 6(1)(b) of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7);
 - (c) does not operate to merge any leasehold interest in the reversion expectant on it;
 - (d) does not constitute an assignment, transfer, devolution or parting with possession of, dealing with or other disposition of that interest for the purposes of any provision contained in any instrument concerning or affecting that interest;
 - (e) does not operate as a breach of covenant or condition against alienation;
 - (f) does not give rise to any forfeiture, damages or other right of action;
 - (g) does not invalidate or discharge any contract or security interest; and

- (h) 不終絕、影響、更改、縮減或延遲該權益的任何優先權，不論該優先權是根據《土地註冊條例》(第 128 章)、普通法或衡平法而存在的。
- (2) 所有在緊接指定日期之前在交銀香港分行或交銀(不論是單獨或聯同任何其他)人名下憑藉本條例轉歸或當作轉歸交銀(香港)的關乎土地權益的任何文書而作出的現有註冊，在指定日期當日並自指定日期起，須在猶如已將“交通銀行(香港)有限公司(Bank of Communications (Hong Kong) Limited)”的名稱而非交銀香港分行或交銀的名稱記入土地登記冊的情況下解釋和具有效力。
- (3) 為使交銀(香港)能夠在它認為合適時，將憑藉本條例轉歸或當作轉歸交銀(香港)的任何土地權益的擁有權，藉擁有權公告、契據、文書或其他方式予以完備，或使交銀(香港)能夠追溯該擁有權，本條例須當作並可用作以交銀(香港)為受益人而作出的該等土地權益的轉讓、轉易、移轉或一般產權處置的文書，而出示本條例的政府印務局文本，且就交銀香港分行在香港為經營僅與零售銀行業務有關，或僅與私人銀行業務有關，又或僅與零售銀行業務和私人銀行業務有關的業務的處所(且處所所在的土地在緊接指定日期之前出租予交銀香港分行或交銀)而言，則連同該等處所的清單的核證副本，

- (h) does not extinguish, affect, vary, diminish or postpone any priority of that interest, whether under the Land Registration Ordinance (Cap. 128), at law or in equity.
- (2) All existing registrations of any instruments relating to interests in land in the name of Bank of Communications, Hong Kong Branch, or Bank of Communications (whether alone or jointly with any other person) vested or deemed to be vested in Bank of Communications (Hong Kong) by this Ordinance immediately before the appointed day are to be construed and have effect on and from the appointed day as if the name “Bank of Communications (Hong Kong) Limited (交通銀行(香港)有限公司)” had been entered on the land register instead of the name of Bank of Communications, Hong Kong Branch or Bank of Communications.
- (3) To enable Bank of Communications (Hong Kong) to complete title, if thought fit, to any interests in land vested or deemed to be vested in it by this Ordinance by notice of title, deed, instrument or otherwise, or to deduce title, this Ordinance is deemed to be, and may be used as, an assignment, conveyance, transfer or instrument of a general disposition of those interests in land in favour of Bank of Communications (Hong Kong), and the production of a Government Printer’s copy of this Ordinance and, in the case of premises operated by Bank of Communications, Hong Kong Branch for the conduct of businesses, which relate in whole to the retail banking business, or in whole to the private banking business, or in whole to the retail banking business and private banking business and which situate on land that is leased to Bank of Communications, Hong Kong Branch or Bank of Communications immediately before the appointed day, together with a certified copy of the list of those premises,

就證明或追溯該擁有權是以交銀(香港)為受益人而言為確證。

- (4) 為使公眾人士可透過在土地註冊處的關乎受本條例影響的土地權益的公共紀錄而獲悉本條例，交銀(香港)須就憑藉本條例轉歸或當作轉歸交銀(香港)的交銀香港分行的全部土地權益，或轉歸或當作轉歸交銀(香港)的交銀的全部土地權益一事，將本條例的政府印務局文本，而就交銀香港分行在香港為經營僅與零售銀行業務有關，或僅與私人銀行業務有關，又或僅與零售銀行業務和私人銀行業務有關的業務的處所(且處所所在的土地在緊接指定日期之前出租予交銀香港分行或交銀)而言，則連同該等處所的清單的核證副本，針對憑藉本條例而使其土地權益被轉歸或當作轉歸交銀(香港)的財產，在土地註冊處註冊，但任何租期不超過3年且繳付全額租金並在指定日期之前未曾在土地註冊處註冊的租契則除外。
- (5) 交銀(香港)、交銀香港分行及交銀不因本條而免受《印花稅條例》(第117章)所規限。

is conclusive evidence for proving or deducing title in favour of Bank of Communications (Hong Kong).

- (4) To enable the public to be informed of this Ordinance through the public records at the Land Registry in relation to the interests in land affected by this Ordinance, Bank of Communications (Hong Kong) is required to register in the Land Registry a Government Printer's copy of this Ordinance and, in the case of premises operated by Bank of Communications, Hong Kong Branch in Hong Kong for the conduct of businesses, which relate in whole to the retail banking business, or in whole to the private banking business, or in whole to the retail banking business and private banking business and which situate on land that is leased to Bank of Communications, Hong Kong Branch or Bank of Communications immediately before the appointed day, together with a certified copy of the list of those premises, against a property the interest in which has been vested or deemed to be vested in Bank of Communications (Hong Kong) by this Ordinance in respect of the vesting or deemed vesting of all interests in land of Bank of Communications, Hong Kong Branch or Bank of Communications in Bank of Communications (Hong Kong) by this Ordinance, other than a lease at rack rent for any term not exceeding 3 years and which has not been registered in the Land Registry before the appointed day.
- (5) Nothing in this section exempts Bank of Communications (Hong Kong), Bank of Communications, Hong Kong Branch and Bank of Communications from the Stamp Duty Ordinance (Cap. 117).

16. 關於其他成文法則的保留條文

交銀(香港)、交銀香港分行、交銀或其各自的任何附屬公司，不因本條例而免受任何規管它們任何一方的業務經營的成文法則所規限。

17. 關於公司的保留條文

本條例不影響交銀(香港)修改其組織章程細則的權力，或處置或處理其財產、抵押權益或法律責任的權力，或經營或不再繼續經營其任何部分的業務的權力；而本條例亦不影響交銀在指定日期之前修改其組織章程大綱及組織章程細則的權力，或在指定日期之前處置或處理其財產、抵押權益或法律責任的權力。

18. 保留條文

本條例的條文不影響亦不得當作影響中央或香港特別行政區政府根據《基本法》和其他法律的規定所享有的權利或任何政治體或法人團體或任何其他人的權利，但本條例所述及者和經由、透過或藉著他們提出申索者除外。

16. Saving for other enactments

Nothing in this Ordinance exempts Bank of Communications (Hong Kong), Bank of Communications, Hong Kong Branch, Bank of Communications or any subsidiary of Bank of Communications (Hong Kong), Bank of Communications, Hong Kong Branch or Bank of Communications from any enactment regulating the carrying on of the business of any of them.

17. Saving for companies

Nothing in this Ordinance affects the powers of Bank of Communications (Hong Kong) to alter its articles of association or to dispose of, or deal with, its property, security interests or liabilities or to carry on or discontinue any part of its business; and nothing in this Ordinance affects the powers of Bank of Communications to alter its memorandum and articles of association or to dispose of, or deal with, its property, security interests or liabilities before the appointed day.

18. Saving

Nothing in this Ordinance shall affect or be deemed to affect the rights of the Central Authorities or the Government of the Hong Kong Special Administrative Region under the Basic Law and other laws, or the rights of any body politic or corporate or of any other person except such as are mentioned in this Ordinance and those claiming by, from or under them.

摘要說明

本條例草案的目的是將交通銀行股份有限公司香港分行的業務(其構成交通銀行股份有限公司香港分行在香港的零售銀行業務及私人銀行業務,但若干除外財產及法律責任除外)移轉予交通銀行(香港)有限公司(Bank of Communications (Hong Kong) Limited)。交通銀行股份有限公司是一家根據中華人民共和國法律成立,而註冊辦事處設於中華人民共和國的合股公司,並屬根據《銀行業條例》(第 155 章)獲認可的銀行,在香港及其他地方從事銀行業務。

2. 本條例草案就交通銀行股份有限公司香港分行的該等業務在指定日期當日轉歸交通銀行(香港)有限公司(Bank of Communications (Hong Kong) Limited)一事訂定條文(草案第 4 條)。本條例草案亦載有若干補充條文,內容關於信託及遺囑轉歸的效力(草案第 5 條)、交通銀行股份有限公司香港分行的會計處理(草案第 7 條)、課稅事宜(草案第 8 條)、與客戶、借款人、僱員及其他各方的關係(草案第 6、9、10 及 11 條)、證據(草案第 12、13 及 14 條)以及土地權益(草案第 15 條)。

高偉紳律師行
交通銀行股份有限公司
香港分行的
代表律師

Explanatory Memorandum

The purpose of this Bill is to transfer the undertakings of the Hong Kong branch of Bank of Communications Co., Ltd. which constitute the retail banking business and private banking business of the Hong Kong branch of Bank of Communications Co., Ltd. in Hong Kong (except for certain excluded property and liabilities) to Bank of Communications (Hong Kong) Limited (交通銀行(香港)有限公司). Bank of Communications Co., Ltd. is a joint-stock company incorporated under the laws of the People's Republic of China having its registered office in the People's Republic of China and is a bank authorized under the Banking Ordinance (Cap. 155) carrying on the business of banking in Hong Kong and elsewhere.

2. The Bill provides for the vesting of those undertakings of the Hong Kong branch of Bank of Communications Co., Ltd. in Bank of Communications (Hong Kong) Limited (交通銀行(香港)有限公司) on the appointed day (clause 4). It also contains a number of supplementary provisions relating to the effect of the vesting in relation to trusts and wills (clause 5), the accounting treatment of the Hong Kong branch of Bank of Communications Co., Ltd. (clause 7), taxation matters (clause 8), the relationship with customers, borrowers, employees and other parties (clauses 6, 9, 10 and 11), evidence (clauses 12, 13 and 14) and interests in land (clause 15).

CLIFFORD CHANCE
Solicitors for
Bank of Communications Co., Ltd.,
Hong Kong Branch