

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

CHARMFAME INTERNATIONAL LIMITED

AND

[Name of Licensee]

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LICENCE AGREEMENT

of

Suite #XXX on  
XXX Floor

No. 7 Hing Wan Street, Wan Chai, Hong Kong

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**CHARMFAME INTERNATIONAL LIMITED**

14/F The Hong Kong Club Building,  
No. 3A Chater Road,  
Central, Hong Kong

(Licence Agreement-Execution Copy)

THIS LICENCE AGREEMENT is made on the

Two Thousand and Twenty Two

BETWEEN

- (1) CHARMFAME INTERNATIONAL LIMITED whose registered office is situated at 14<sup>th</sup> Floor, The Hong Kong Club Building, No. 3A Chater Road, Central, Hong Kong (“the Licensor”) of the one part; and
- (2) [Name of Licensee] (HKID/Passport No.: XXXXXXXX) of Suite XXX No. 7 Hing Wan Street, Wan Chai, Hong Kong (“the Licensee”) of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1. DEFINITIONS :

In this Licence :

- 1.1 “Building” means No.7 Hing Wan Street, Hong Kong;
- 1.2 “Term” means the term of this Licence, which shall be **XXX (X) MONTHS** commencing from **XXXX 2022** and expiring on **XXXX 2022** (both days inclusive).
- 1.3 'Premises' means Suite #**XXX**, on **XX (X)** Floor of the Building
- 1.4 “Contents” means all furniture, furnishings and other items set out in the Inventory List attached hereto;
- 1.5 Any agreement by the Licensee not to do any act or thing includes not to permit or suffer such an act to be done;
- 1.6 Agreements by the Licensee shall be deemed to be made by all persons included in such expression jointly and severally;
- 1.7 For the purpose of this Licence any act default or omission of the agents servants customers or visitors of the Licensee shall be deemed to be the act default or omission of the Licensee.
- 1.8 Words importing one gender import any other gender, words importing the singular import the plural and vice versa, and any reference to a person includes a reference to a company, authority, department or other body;
- 1.9 Clause headings shall not be taken into account for the purposes of its construction or interpretation.

2. LICENCE

In consideration of the Licensee agreeing to pay the Licence Fee (as defined below), the Licensor grants to the Licensee this Licence to use and occupy the Premises for the Term. The Licensee agrees with the Licensor that the Licensee shall occupy the Premises as licensee only and shall vacate the Premises upon the expiration of the Term.

3. LICENCE FEE

- (a) The Licensee agrees to pay the Licensor a Licence fee for the sum of **HK\$XXXX per month** (inclusive of Building management charges, Water charges, Gas charges, Government Rates and Government Rent, maid and linen (bedding and towelling) service, and the items stated in the attached Inventory List) in advance on the 1st day of each and every calendar month without deduction whatsoever, the first of such payments to be made upon the execution of this Licence.

4. UTILITIES

- (a) Electricity charges of up to HK\$1,000.00 per month are included in the Licence Fee. Any electricity charges payable for the Premises which exceed HK\$1,000.00 per month shall be paid by the Licensee to the Licensor in arrears on the last day of every two months. A meter reading taken by the Licensor at the time of check in shall be binding and conclusive (save for manifest error).
- (b) Any charges for telephone services shall be paid by the Licensee to the Licensor in arrears on the 1<sup>st</sup> day of each month.

5. DEPOSIT

- 5.1 To secure the due payment of the Rent and the due performance and observance of this Licence, the Licensee shall pay to the Licensor the sum of **HK\$XXXX** by way of deposit upon signing of this Licence (receipt whereof is hereby acknowledged by the Licensor) and the deposit shall be retained by the Licensor free of any interest to the Licensee during the Term hereby created with power for the Licensor without prejudice to any other right or remedy hereunder to deduct therefrom the amount of any costs expenses loss or damage sustained by the Licensor as a result of any non-observance or non-performance by the Licensee of any terms conditions and agreement herein contained. The said deposit shall be retained by the Licensor throughout the Term with power for the Licensor to deduct therefrom any costs expenses loss or damage sustained by the Licensor as a result of any non-observance or non-performance by the Licensee of any such agreements stipulations terms or conditions. Subject as aforesaid and that the Licensee's conditions shall have been duly performed and observed by the Licensee and that the Licensee shall have duly delivered to the Licensor vacant possession of the Premises in compliance with the terms herein set out be returned to the Licensee without any interest or cost or

compensation within 30 days after the expiration or sooner determination of this Licence or within 30 days after the settlement of the last outstanding claim by the Licensor against the Licensee in respect of any breach, non-observance or non-performance of any of the said agreements, stipulations terms or conditions, whichever is the later. In the event the licensee and the licensor shall extend the Term, the said deposit shall be automatically transferred as deposit of the newly extended Term subject to relevant adjustment to maintain a sum of **HK\$XXXX** under the extended Term.

- 5.2 In the event that the Premises shall be assigned by the Licensor to any person(s), the Licensor shall be entitled (incidental to such assignment) to transfer directly the said deposit or the balance thereof after making any deduction in manner aforesaid (whether with or without the consent of the Licensee) to such assignee(s) provided that such assignee(s) shall undertake with the Licensee to refund such deposit or balance thereof in accordance with the provisions hereof and the Licensee shall at the request of the Licensor enter into sign and execute such agreements, deeds or documents in such form and substance to the satisfaction of the Licensor to release the Licensor's obligation in respect of the refund of the said deposit or balance thereof and to give effect to the transfer pursuant to this clause.

6. STATUS

The Licensee shall occupy the Premises as licensee only. This Licence shall not confer upon the Licensee any right to the exclusive use and/or occupation of the Premises nor any tenancy rights and shall not constitute between the Licensor and the Licensee the relationship of landlord and tenant. Possession of the Premises is retained by the Licensor who shall have unrestricted access to the Premises. The benefit of this Licence is personal to the Licensee and shall not be capable of being assigned or otherwise disposed of. The Licensee shall not sub-license, assign, part with the possession of, or transfer the Premises or any part thereof or any interest therein, nor permit or suffer any arrangement or transaction whereby any person or corporation who is not a party to this Licence obtains the use, possession, occupation or enjoyment of the Premises or any part thereof irrespective of whether any consideration is given therefore.

7. USE

- 7.1 The Licensee shall not use the Premises for any purpose other than private residential use and shall not keep upon any part of the Premises any animal, bird or live-stock of any description. The Licensee shall not use or permit or suffer the Premises to be used for any illegal or immoral purpose.
- 7.2 The Premises shall only be used by the Licensee and/ or his immediate family member(s) being registered prior as a registered resident(s) ("registered resident") provided that the Licensor shall have the absolute right to restrict the number of persons occupying the Premises and to refuse access to any person who is not a registered resident.

7.3 The Licensee shall permit any agents, employees, workman and/or appointed parties of the Licensor at all reasonable times of the day and upon prior appointment or notice being made with the Licensee, to enter the Premises and to view the condition thereof and/or to carry out any inspections or repairs, if necessary, therein with the minimal disturbance to the Licensee.

8. NUISANCE

The Licensee shall share the use and enjoyment of the Premises in the Building amicably, quietly and peaceably with the Licensor and other licensees or occupants of the Building and shall not do anything on or to the Building or the Premises which may at any time be or become a nuisance, annoyance, damage or disturbance to the Licensor or the occupiers of adjoining or other nearby premises whether within the Building or otherwise.

9. REPAIR

The Licensee shall take all reasonable care of the Premises including the electrical wirings, fixtures and fittings therein and keep them in good and clean repair and condition (fair wear and tear excepted) and will take all precautions to protect the Premises from damage by storm or typhoon. The Licensee shall keep the Contents in good condition and shall not cut, maim, injure or remove any of the Contents from the Premises and shall make good all loss and damage to the Contents, and replace with articles of similar kind and value and approved by the Licensor any of the Contents broken or damaged by the Licensee, its employees agents licensees or invitees in the Premises.

10. REINSTATEMENT

At the expiration or earlier determination of this Licence the Licensee shall vacate the Premises and reinstate the Premises including the Licensor's fixtures and fittings therein in good repair and condition (fair wear and tear excepted) at its own cost to the satisfaction of the Licensor.

11. INDEMNITY

The Licensee agrees to indemnify and keep the Licensor indemnified against all actions, proceedings, costs, claims, demands, damages, losses or expenses or other liability in respect of the use or occupation of the Premises or out of any works carried out at any time during the Term to the Premises or any breach or non-observance by the Licensee of the terms of this Licence or any other act or default or injury of the Licensee its employees agents licensees or invitees in the Premises.

12. DISCLAIMER

12.1 The Licensor shall not be liable for any loss, damage or injury directly or indirectly

caused to the Licensee, its employees, agents, licensees, or any other person howsoever connected with the Licensee on the Premises by all or any of the following :-

- (a) theft, burglary, fire, storm, wind, typhoon, overflow or leakage of water or flooding within the Premises or any part thereof;
- (b) failure, defect or break down in the water supplies or electricity supply or any other services in the Premises or any part thereof;
- (c) the use of the lifts or escalators (if any) in the Building;
- (d) the defective or damaged condition of any part of the Premises and/or the Contents, the fixtures, fittings or wiring therein;
- (e) the negligence of the Licensor or any of its employees, agents, licensees or any other person connected with the Licensor on the Premises;
- (f) any other cause whatsoever beyond the control of the Licensor.

12.2 The Licensor shall not be liable to the Licensee in any way whatsoever in respect of or for the security of the Premises and the Licensee shall be solely responsible for the safekeeping of any of the Contents, the goods, chattels, articles and items in the Premises of the Licensee at the Premises.

### 13. LICENSEE'S OBLIGATIONS

The Licensee agrees with the Licensor as follows :-

- (a) The Licensee shall pay the Licence Fee and utilities charges punctually. If the Licensee makes default in such payment for seven (7) days or more, he shall on demand made by the Licensor pay interest on all arrears at the rate of one (1) per cent per month calculated from the date on which the same becomes due for payment until the date of actual payment.
- (b) The Licensee shall not contravene the terms or conditions under which the Premises are held from the Government or the conditions of the Occupation Permit issued by the Government in respect of the Premises or the provisions of any Deed of Mutual Covenant or Management Agreement relating to the Premises and any variation or modification thereof and shall indemnify the Licensor for any such breach.
- (c) The Licensee shall not do anything which will vitiate the Licensor's insurance (if any) of the Premises and shall fully and completely indemnify the Licensor for all loss or damages actions or proceedings arising as a result of or in connection with such breach.

- (d) The Licensee shall keep the Premises in good clean and tidy condition and shall not damage any part of the Premises or do or omit to do anything in the Premises which may cause the Licensor loss or damage and shall fully and completely indemnify the Licensor against all loss, claims, damages, actions and proceedings arising by reason of the Licensee's breach of this clause or by reason of any injury to the Licensee's guests , agents, workmen and invitees or any party upon any part of the Premises.
- (e) The Licensee shall keep all the Contents within the Premises and to use them in a good and careful manner and to keep them in good clean and tidy condition and shall not damage any of them. The Contents shall form part of the Premises and cannot be removed from the Premises, in the event the Licensee shall require any items of the Contents from the Premises, the Licensee shall apply to the Licensor in writing fourteen (14) days in advance and the application will be considered by the Licensor and additional removal, reinstate and storage charges may be charged to the Licensee by the Licensor in accepting the Licensee's application and for the avoidance of doubt the decision to accept or refuse the Licensee's application for removal of items of the Contents from the Premises is at the sole and absolute discretion of the Licensor.
- (f) The Licensee shall observe and conform to all rules, regulations and restrictions as the Licensor may from time to time prescribe for the proper management, administration and maintenance of the Premises.
- (g) The Licensee shall not encumber or obstruct with any box packaging or other obstruction of any kind or nature any of the entrances, staircases, landings, passages, lifts, lobbies or other parts of the Building in common use and not to leave rubbish or any other article or thing in any part of the Building.
- (h) The Licensee shall not keep or store or cause permit or suffer to be kept or stored any arms ammunition gun-powder saltpetre kerosene or other explosive or combustible substances or hazardous goods in the Premises or do or cause to be done or suffer or permit any act deed mater or thing whatsoever which shall amount to a breach or non-observance of the agreements and conditions under which the Premises is held from the Government.
- (i) The licensee shall forthwith notify the Licensor if there shall be any damage to the Premises or if any repairs to the Premises shall become necessary.

#### 14. PAYMENTS

All payments required to be made and settled by the Licensee to the Licensor pursuant to or under this Licence shall be made and settled by the Licensee by cheque(s) drawn on a fully-licensed bank in Hong Kong or by wiring transfer(s) to the designated bank account of the Licensor in Hong Kong.

#### 15. RULES

The Licensor shall be at liberty to make rules and regulations from time to time regarding the use and mode of use and occupation of the Premises and the Licensee shall observe and perform such rules and regulations as if they form part of the terms of this Licence.

16. NO WAIVER

Any indulgence, forbearance or delay in the exercise of any rights by the Licensor shall not be deemed to be a waiver by the Licensor of such rights.

17. FORCE MAJEURE

The Licensor shall not be liable to pay any damages or compensation to the Licensee in the event that the Premises or any part thereof shall at any time during the Licence period be damaged or destroyed by fire, water, storm, wind typhoon, defective construction, earthquake, subsidence of ground or any other cause whatsoever whether attributable to the default or negligence of the Licensee or not. In such event this Licence shall be terminated by notice in writing given by the Licensor to the Licensee without compensation to the Licensee.

18. TERMINATION

18.1 This Licence shall forthwith determine upon the expiration of the Term or if the Licensee shall be in breach of any of the terms and conditions herein contained. The Licensee shall not raise any objection to such determination.

18.2 Upon expiration of the aforesaid notice, the Licensee shall vacate the Premises in good clean and tenable repair and condition in manner as provided herein Provided Always that the operation of this clause shall be without prejudice to the rights and remedies of either party against the other in respect of any antecedent claims or breach of the agreements stipulations terms and conditions herein contained.

19. GOVERNING LAW

This Licence shall be governed by and constructed in accordance with the laws of the Hong Kong Special Administrative Region and each party agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region as regards any claim or matter arising under this Licence.

20. NOTICE

All notices given by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served or delivered by hand or sent by ordinary pre-paid post to the other party at its last known address.



21. RIGHT TO SHOW TO FUTURE LICENSEE

The Licensor shall be entitled, by giving reasonable notice to the Licensee, to show the Premises to future potential licensees at all times during the two weeks before the expiry date of the Term. The Licensee shall raise no objection and shall render all reasonable assistance to the Licensor in this respect.

22. REQUEST FOR EXTENSION

If the Licensee shall be desirous of extending the Term herein, he shall not be later than **two (2) weeks** before the expiration of the Term give to the Licensor notice in writing of such desire. The Licensor after receiving such notice may in its absolute sole discretion decide whether to grant an extension of the Term (hereinafter called "Extended Period") to the Licensee.

The Licence Fee payable by the Licensee for the Extended Period shall be determined by agreement between the Licensor and the Licensee and such agreement shall be recorded in writing. The Licensee is fully aware that he shall pay 15% of the total rental to the Licensor as handling fee in the event that the requested Extended Period does not exceed one month.

23. SALE OR REDEVELOPMENT OF THE BUILDING OR PREMISES

Notwithstanding anything to the contrary hereinbefore contained, if the Licensor shall wish to sell or redevelop renovate refurbish redesign rebuild or reconstruct the Building or any part thereof affecting the Premises at any time during the Term hereby granted the Licensor shall have the right upon giving Three (3) months' notice in writing to the Licensee to terminate this Agreement and this Agreement shall determine upon the expiration of such notice but without prejudice to the rights and remedies of the Licensor against the Licensee in respect of any antecedent claim or breach of any of the agreements stipulations terms and undertakings herein contained. The Licensee shall deliver vacant possession of the Premises to the Licensor upon the expiration of the said notice and the Licensee shall not be entitled to claim any damages or compensation in respect of such early determination.

24. It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and nothing herein will create any rights under the said Ordinance.

IN WITNESS the hands of the Parties are set hereto the day and year first above written.

SIGNED by )  
for and on behalf of the Licensor )  
CHARMFAME INTERNATIONAL )  
LIMITED )  
in the presence of :- )

SIGNED by Licensee )  
XXXX )  
(HKID/Passport No. XXXXX) in the )  
presence of :- )  
)  
)

Full name (Witness):  
HKID no.  
Signature:

RECEIVED the day and year first above written )  
from the Licensee the sum of HONG KONG )  
DOLLARS XXXXXX ONLY being the deposit ) HK\$XXXX  
money paid by the Licensee to the Licensor. ) =====  
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