

**I. TERMS AND CONDITIONS**

1. The Licensee requests and the Licensor grants to the Licensee the right to use the Premises together fixtures, furniture and household effects for private residential purposes only and for the term as hereinbefore described. An inventory of the fixtures, furniture and household effects provided in the Premises is enclosed in the Schedule hereof (the "Inventory List").
2. A reservation is considered as a confirmed booking only if the Licence Agreement is executed and the Deposit is received. Advance Rental should be settled 7 days prior to the check-in date.
3. No cancellation is allowed for confirmed booking, otherwise Deposit and/or Advance Rental will be forfeited.
4. The Licensee shall pay the Rental (Monthly Rental / Advanced Rental) fully in advance without deduction. 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) percent per month from the due date/dates to the date of payment.
5. The Deposit paid (if any) cannot be used to cover the Rental of any month during the Licence (i.e. last month's Rental).
6. The Rental (Monthly Rental / Advanced Rental) are inclusive of room rates, the government rates and rent, management charges, water charges, electricity charges, gas charges, maid service (thrice a week), linen service (once a week), and the cost of broadband internet access, local telephone calls, provision of furniture, fittings, household utensils and the items stated in the Inventory List, if any. However long distance telephone/fax calls and laundry charges are payable by the Licensee.
7. The Stamp Duty is applicable for a licence of 6 or more than 6 months and payable on this Agreement in duplicate and shall be borne by the Licensor and the Licensee in equal shares.
8. If in the event that the Licensee is a limited company licensing the Premises for the benefit and enjoyment of its employees, the Licensee shall procure its employee as Occupant of the Premises to produce to the Licensor a personal guarantee guaranteeing the due performance and observance of the terms and conditions of this Licence. The said guarantee shall be in such form and contents as shall be approved by the Licensor at its sole discretion.
9. The Licensee shall keep the non-structural parts of the interior of the Premises as the Licensor shall with reasonable notice to the Licensee designate in replacement in good and clean condition (fair wear & tear excepted) and shall make good any loss and damage caused therein to the Licensor or to any person whomsoever directly or indirectly.
  - (i) The Licensee shall keep all furniture, furnishings and other items set out in the Inventory List attached hereto (as varied from time to time) (collectively the "Contents") in good condition (fair wear & tear excepted) and shall not remove any of the Contents from the Premises and shall make good all loss and damage to the Contents.
  - (ii) The Licensee shall not make any alterations whatsoever to the Premises or alter any electrical circuits or to install any fixture partition or erect other structures therein or install any cooking related appliances or to remove any of the Contents.
10. Subject to the observance by the Licensee of the terms and conditions herein contained, the Licensor shall keep and maintain the interior of the Premises and the furniture in good, licensable and working condition.
11. The Licensee shall use the Premises for no other purpose except as a private residence and not to use or allow or suffer the same to be used for any other purpose without the prior consent in writing of the Licensor.
12. The Licensee shall share the use and enjoyment of The Nate amicably, quietly and peaceably with the Licensor and with the other guests, residents, visitors and users of The Nate.
13. The Licensee shall not do or permit to be done in or upon the Premises or any part thereof anything which may be or become a nuisance annoyance damage danger or disturbance to the Licensor or other guests, residents, visitors or users of other portions of, to and in The Nate.
14. The Licensee shall not do or permit to be done in or upon the Premises or any part thereof anything which may be or become damage to The Nate or other property in the neighbourhood or in any way against the laws or regulations of The Hong Kong S.A.R..
15. The Licensee shall not cut, maim, injure or remove from the Premises any of the Contents therein.
16. The Licensee acknowledges and understands that this is a Licence Agreement only and accordingly is personal to the Licensee, and the Licensee is neither allowed to transfer the benefit of this Licence Agreement nor to allow others to occupy or use the Premises except with the written approval of the Licensor.
17. The Licensee shall have the right to use the entrance hall staircase and landings of The Nate in common with the Licensor and the other residents, guests, visitors and users of to and in The Nate or of the Licensor.

18. This Licence Agreement shall determine upon the expiry of the Term of Licence and the Deposits paid (if any) shall be refunded to the Licensee without interest only after making necessary reasonable deductions therefrom within fourteen (14) working days after the Licensee and any other persons named in this Licence Agreement vacating the Premises or delivering up vacant possession of the Premises whichever is later. The Deposit can be refunded through bank transfer or cheque. The Licensee will bear all the handling charges involved in the transaction.
19. The Licensee agrees with the Licensor not to assign transfer sublet or part with the possession of the Premises or any part thereof without the previous consent in writing of the Licensor.
20. At the expiration or sooner determination of the said term, the Licensee agrees to quietly yield up to the Licensor the Premises and all fixtures fittings decorations partitions improvements and additions thereto in good and substantial repair and condition (fair wear and tear excepted).
21. Upon expiry or early termination or determination of the Licence, the Licensee or his authorized representative(s) if any shall immediately remove from the Premises all the items and belongings and properties belonging to the Licensee failing which, the Licensor shall have the right and is hereby authorized by the Licensee to dispose of all the items and belongings and properties belonging to the Licensee in whatever way the Licensor deems fit including selling or discarding the same. In such event, the Licensee shall have no claim(s) whatsoever against the Licensor in respect of those items and belongings and properties left at the Premises. Further, the Licensor is entitled to charge and the Licensee is obliged to pay a minimum handling charge of HK\$3,000.00 to the Licensor for disposal and removal of the items and belongings and properties left behind by the Licensee. This clause is of the essence of this Agreement.
22. The Licensee acknowledges and understands that, in consequence of the nature and terms of this Licence Agreement, the Licensor shall have the right and may determine this Licence Agreement prior to the expiry of the same; -
  - a) if the Licensee shall make default in paying the Monthly Rental, whether demanded or not for seven (7) days or more;
  - b) forthwith with two days advance notice if the Licensee is in breach of any term of this Licence Agreement.Any determination pursuant to this clause shall not affect or prejudice in respect of any present or antecedent breach of this Licence Agreement by the Licensee.
23. The Licensor, its employees, staff, agents or other duly authorized representatives shall not be liable in any extent and manner to the Licensee and any other person whomsoever in respect of any loss or damage to person or property resulting from the defect or breakdown in the service system, escape of fumes, water, smoke or fire and the common areas in The Nate and the security thereof unless that loss or damage is caused by the willful act or willful default of the Licensor, its staff or agents.
24. If the Licensee unilaterally early terminates the Licence Agreement, the Licensor shall be entitled to forthwith charge a sum equivalent to one full month's rental as liquidated damages if the term of Licence is longer than one month. If the term of Licence is only one month, the Licensor shall be entitled to forfeit the balance of the advance Monthly Rental as liquidated damages. In no circumstances, the Deposit (if any) and the Advanced Rental will be refunded.
25. If at any time during the Licence hereby created the Licensor shall enter into a contract for the sale of the Nate or of any part thereof which shall include the Premises or if the Licensor shall resolve to redevelop the Nate or any part thereof whether wholly by demolition and rebuilding or otherwise, or partially by renovation, refurbishment or otherwise (which intention so to redevelop shall be sufficiently evidenced by a copy of a Resolution of its Directors certified to be a true and correct copy by its Secretary) then in either of such events the Licensor shall be entitled to give two (2) clear calendar months' notice in writing expiring at the end of any calendar month during the Licence hereby created terminating this Agreement without compensation whatsoever and immediately upon the expiration of such notice this Agreement and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the covenants provisions agreements or stipulations herein set out.
26. In the event the Licensee committed a breach non-observance or non-performance of any covenants provisions conditions and/or stipulations contained in this Licence on the part of the Licensee to be observed and performed or if the Licensee (being an individual) shall commit act of bankruptcy or (being a corporation) go into liquidation (either voluntary or otherwise), the Licensor shall, without prejudice to any right to action by the Licensor in respect of any antecedent breach or non-observance or non-performance by the Licensee of any of the terms and conditions of this Licence, be entitled at any time thereafter to determine this Licence AND the Deposit shall be forfeited to the Licensor as and for liquidated damages and not as penalty.

27. The Licensee hereby undertakes to indemnify and keeps the Licensor fully and effectually indemnified from and against all actions, claims, proceedings, losses, damages, costs, demands and liabilities whatsoever which the Licensor may incur or which may arise by reason of the exercise by the Licensor of any of its right under this Licence.
28. The Licensee has inspected the Premises and the Contents therein.
29. This Licence Agreement shall be construed and take effect according to the laws of Hong Kong SAR.
30. The Licensee shall have no automatic right to renew the Licence upon its expiration. All extension and renewal will be subject to room availability and our confirmation in writing. For extension less than one month, a daily rental (=Monthly Rental/Number of days in the month) shall be paid by the Licensee on or before the commencement date of the extension. The Licensor remains the right to reject or re-assign the room for any extension request within 14 days prior to check-out date.
31. Maximum occupancy of each room is two persons.
32. Nothing in this Licence shall give the Licensee any exclusive possession, interest, title right or property in respect of the Premises or any part thereof except the right granted in Clause 1 of this schedule. This Licence shall not constitute between the Licensor and the Licensee any relationship other than that of licensor and licensee. The Licensor and/or its authorized agents shall be entitled to enter into the Premises at any time during the term of this Licence to carry out such works measurement cleaning housekeeping or inspection whatsoever as the Licensor may see appropriate and the Licensee shall raise no objection or requisition thereto.
33. The Licensee shall not do or permit or suffer to be done any act, deed, matter of thing whatsoever which amounts to a breach of the terms or conditions which the Premises is held from the Government and/or under the Deed of Mutual Covenant and/or Sub-Deed of Mutual Covenant (if any) now existing or hereinafter created in respect of the Premises or the conditions of the Occupation Permit issued by the Government in respect of the Premises or the conditions of the Occupation Permit issued by the Government in respect of the Premises. The Licensee shall indemnify the Licensor for all loss damages actions and proceedings arising as a result of or in connection with any such breach.
34. 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 properties of the Licensee at the Premises such as jewelry, cash, electronics, documents, credit cards, passports, etc. The Licensee shall purchase their own insurance for personal belongings within the Premises.
35. The Licensor shall observe and conform to the House Regulations and/or Service Regulations currently adopted by the Licensor for the proper management administration and maintenance of the Premises and/or Building and all regulations and restrictions as the Licensor may from time to time prescribe for the proper management, administration and maintenance of the Premises and/or the Building. The Service Regulations (subject to the revision from time to time by the Licensor) stated in Part II below shall form an integral part of this Licence.
36. If the Licensee/Occupant consists of two or more persons, any agreement made by the Licensee/Occupant shall be made by the Licensee/Occupant jointly and each of them severally.
37. Non-smoking  
Smoking within the Nate is strictly prohibited. If the Licensee, their employees, servants, customers, visitors, licensees or invitees shall fail to observe or perform this clause, it shall be lawful for the Grantor at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine AND the Deposit paid hereunder shall be forfeited to the Grantor as liquidated damages (not as penalty) but without prejudice to any right of action of the Grantor in respect of any other breach of the Licensees' terms and conditions herein contained AND a written notice served by the Grantor on the Licensees or left at the premises to the effect that the Grantor exercises the power of re-entry hereinbefore contained shall be a full and sufficient exercise of such power notwithstanding any statutory or common law provision to the contrary.

38. Under no circumstances shall The Nate or its affiliates, partners, suppliers be liable for any indirect, incidental, consequential or special damages arising out of or in connection with the Licensee's negligent access or use or inability to use the facilities/amenities (i.e. iron, washer, dryer, stove, microwave, etc.) provided by The Nate, whether or not the damages were foreseeable and whether or not The Nate was advised of the possibility of such damages. The Licensee uses the facilities/amenities provided by The Nate at the Licensee's own risk. The Nate will not be responsible for loss of or damage to the Licensee's personal belongings however caused and the Licensee hereby release The Nate from any liability in respect thereof."
39. We will endeavour to honour advance studio type requests, however, we cannot guarantee any particular studio. We reserve the right to assign or reassign studio within each studio type (i.e. smaller, in the middle & big) at any time."

## II. REGULATIONS

### FOR LICENSEE

1. The Licensee shall not keep any dogs or cats or other pets in the Premises or any part thereof.
2. The Licensee shall have one set of keys to the Premises and to such part or parts of The Nate as the Licensor deems necessary. If the Licensee loses the set of or any of the keys the Licensor will replace same upon the Licensee paying HK\$100 each of having a replacement key.
3. The Licensee shall ensure that all rubbish is disposed of daily and placed in the rubbish bin provided by the Licensor.
4. The Licensee shall not play music loudly or make or cause other audio and/or visual effects in manner, which unreasonably interferes with the enjoyment of other suites or part of The Nate.
5. The Licensee shall not smoke or light fires in the Premises.

## III. INVENTORY LIST

Any discrepancies in the inventory list have to be informed to The Nate Management Office within three working days starting from the commencement day of the Term of Licence.

## IV. LAUNDRY FACILITIES

The use of laundry facilities (i.e. washing machine, dryer, iron and ironing board) provided by Licensor are exclusive to the Licensee/Occupant of The Nate, thus access for laundry facilities to any non-licensee/occupant will be strictly prohibited unless permission is granted by Licensor. The Manager of the premises is authorized to decline any non-licensee/occupant of The Nate from using the laundry facilities. Any unauthorized use of the laundry facilities by the invitee(s) of the Licensee/Occupant constitutes a breach of this term by the Licensee/Occupant.

This terms of conditions has been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.