

# Licence Agreement - [Deal.IdLastName], [Deal.IdName]

Dated [Document.CreatedDate]

**Created by:**

[Sender.FirstName] [Sender.LastName]

**Prepared for:**

[Deal.IdLastName], [Deal.IdName]

[Client.Company]



**weave  
suites**

CENTRAL WEST

SAMPLE

**THIS AGREEMENT** is made on [Document.CreatedDate]

**BETWEEN:**

- (1) **LONG CHAMP CREATION LIMITED** a company registered under the laws of Hong Kong with registration No. 38992075 (the "**Licensor**"); and
- (2) [Deal.IdLastName], [Deal.IdName] with HKID or passport number [Deal.IdNumber] (the "**Licensee**").

**WHEREBY IT IS AGREED** as follows: -

**1.NATURE OF AGREEMENT**

- 1.1The Agreement does not create the relationship of landlord and tenant between the parties.
- 1.2The parties agree that this Agreement does not confer exclusive possession of the Licensed Area nor any estate or interest in the Licensed Area or any part of the Building on the Licensee.
- 1.3The Licence shall be personal to the Licensee and shall not be sub-let, assigned, transferred, mortgaged, pledged or charged to in favour of any third party.
- 1.4The Licensee hereby expressly declares that it has paid no premium, construction fee, key money or other sum of money of a similar nature to the Licensor or other person or persons authorized by it for the occupation of the Licensed Area or for the granting of the Licence created by this Agreement.

**2.LICENSED AREA AND OCCUPANTS**

- 2.1The Licensor shall make available to the Licensee the use of Bedroom [Deal.Bedroom] at Weave Suites Central West at 123 Queen's Road West, Sai Ying Pun, Hong Kong ("Building") (hereinafter called "the Licensed Area").
- 2.2 The Licensor also grants to the Licensee the right to use the shared spaces in the Building in common with the Licensor and all other persons permitted by Licensor provided that the Licensor may from time to time restrict and regulate such use in its absolute discretion.
- 2.3Licensee may have up to two persons to occupy, reside or stay in the suite and be entitled to use the common areas in the Building. One of the persons must be the Licensee and the other person must be registered as the "Registered Occupant" of the suite. The Registered Occupant must be 18 years old or over.
- 2.4Registered Occupant designated by the Licensor as at the date of this Agreement is as specified on the last page of this Agreement.
- 2.5The first registration of the Registered Occupant is free of charge but any change to the Registered Occupant shall be subject to prior written approval by the Licensor with a minimum of 7 working days prior notice and an administration fee of HK\$1,000 per change.

### 3. LICENSED PERIOD

3.1 The Licensor permits the Licensee to use the Licensed Area commencing on [Deal.MoveInDate] and expiring on [Deal.MoveOutDate] (both days inclusive) (hereinafter called "**Licence Period**").

3.2 This Agreement is a fixed term agreement. The Licensee's failure to pay the Licence Fee (as defined below) throughout the Licence Period or observe the other terms in this Agreement may lead to termination, and result in a payment equivalent to the Licence Fee for the remainder of the Licence Period. Any request for early termination will be subject to the Licensor's sole and absolute discretion.

### 4. LICENCE FEE

4.1 The monthly Licence Fee for the Licensed Area shall be HK\$[Deal.ListedMonthlyRentPerMonth] (Hong Kong Dollars [Deal.ListedMonthlyRentText] Only), inclusive of (i) rates and management fees, (ii) electricity, water, gas and broadband internet as are necessary for the ordinary enjoyment of the Licensed Area [Deal.ServiceCleanFrequency] but exclusive of all other outgoings in non capital and recurring nature which shall be additionally charged by the Licensor (hereinafter called "**Licence Fee**"), payable monthly in advance on the first day of each and every calendar month without set off and deduction whatsoever (whether legal or equitable).

4.2 In case of determination of Licence Fee in respect of any incomplete licence month of the Licence Period, the parties shall apportion such Licence Fee according to the number of days in the month in question.

4.3 As part of the Discount Promotion, a Discount of HK\$[Deal.DiscountPerMonthCalculated] (Hong Kong Dollars [Deal.DiscountPerMonth] Only) shall be applied to the monthly Licence Fee such that the net monthly amount payable shall be HK\$[Deal.MonthlyRent] (Hong Kong Dollars [Deal.MonthlyRentText] Only) for the Licence Period. Any early termination of this agreement may result in the disqualification of the Discount Promotion in totality and forfeiture of all Discount. Any early termination will be subject to the Licensor's sole and absolute discretion.

### 5. "AS IS" CONDITION

5.1 The Licensed Area and all the Licensor's provisions, fixtures and fittings (if any) shall be handed over to the Licensee in "as is" state and condition. The Licensee agrees to take the same as they stand and not to raise any objection thereto.

### 6. SECURITY DEPOSIT

6.1 The Security Deposit during the Licence Period shall be HK\$[Deal.MonthlyRent] (Hong Kong Dollars [Deal.MonthlyRentText] Only) equivalent to the aggregate of one (1) month's Licence Fee (hereinafter called "**Security Deposit**").

6.2 Security Deposit shall be paid prior to or on signing of this Agreement as security for the Licensee's due performance and observance of the agreements, stipulations, terms and conditions herein contained.

6.3 The Security Deposit shall not be used as set-off as a payment of any Licence Fee, but can be used for the deduction of any costs, expenses, loss or damage suffered by the Licensor as a result of any non observance or non performance by the Licensee of any such agreements stipulations terms or conditions.

6.4 At the expiration or termination of this Agreement, the Licensor will repay to the Licensee a sum equivalent to the Security Deposit but without any interest thereon within thirty (30) days after vacation of the Licensed Area by the Licensee, or after full settlement of all outstanding payments in respect of the Licensed Area payable by the Licensee whichever is later, provided that the Licensee has performed all obligations including without limitation the payment of Licence Fee, other payable in full in accordance with this Agreement.

## **7. LICENSEE'S OBLIGATIONS**

The Licensee hereby agrees and undertakes:

7.1 to comply with all conditions, rules and regulations herein contained and the House Rules in Schedule hereto (hereafter called "the House Rules") which may be from time to time amended by the Licensor at its sole and absolute discretion.

7.2 to punctually pay and discharge during the Licence Period all charges for outgoings in non capital or recurring nature now or at any time hereafter consumed by the Licensee and chargeable in respect of the Licensed Area and to pay all necessary deposits for the same (except only those services and charges thereof which are included in the Licence Fee).

7.3 to maintain and keep the whole of the interior of the Licensed Area and every part thereof in good clean and proper repair and condition (fair wear and tear excepted).

7.4 to notify the Licensor promptly of any defects and wants of repair.

7.5 to repair and make good any defects and wants of repair (fair wear and tear excepted) found by the Licensor within seven (7) business days upon receiving the Licensor's written notice.

7.6 to indemnify the Licensor for the carrying out of any redecorations and making good of any damage to decorations or fixtures, or replacement with articles of a similar kind and value for any items broken or damaged by the Licensee.

7.7 to indemnify the Licensor against any loss, actions, proceedings, claims or demands by third parties howsoever arising from the use or occupation of the Licensed Area by the Licensee during the Licence Period and against all costs and expenses of the Licensor incurred in respect of any of such proceedings actions, claims or demands.

7.8 to make payment in full of all amounts payable to the Licensor under this Agreement without any deduction, offset or counterclaim whatsoever on the due date.

7.9 to serve a two (2) month written notice to the Licensor for any extension of the Licence Period. The Licensor shall be entitled to grant or reject such extension at its sole and absolute discretion. During the period of two (2) months immediately preceding the determination of the License Period, the Licensee shall upon prior notice from the Licensor permit persons with the authority from the Licensor or its agent at all reasonable times to view the Licensed Area or any part thereof.

7.10 not to do or cause or permit or suffer to be done any act, deed, matter or thing whatsoever in contravention of the covenants terms or conditions of the Government Lease under which the Licensed Area is held from the Government or of the relevant Deed of Mutual Covenant and/or Management Agreement of the Building (if any).

7.11 not to do or cause or permit or suffer to be done anything whereby the policy or policies of insurance of the Licensed Area or of the other parts of the Building against damage by fire explosion, storm or tempest may be rendered void or voidable or whereby the premium for such insurance may be increased and the Licensee shall indemnify the Licensor against such increased additional premium or damages as shall have been brought about or caused by the Licensee's act default or omission.

## **8. LICENSEE'S DEFAULT**

Each of the events or circumstances in clauses 8.1 and 8.2 is an Event of Default.

For the purposes of these presents, any act, default or omission of agents, invitees, servants and visitors of the Licensee shall be deemed to be the act default or omission of the Licensee.

### **8.1 Non payment**

8.1.1 The Licensee does not pay any part of the Licence Fee hereby reserved or any other payments payable by the Licensee hereunder within seven (7) days of its due date (whether the same shall have been formally demanded or not).

### **8.2 Breach**

8.2.1 There is a breach of the License Agreement or the House Rules by the Licensee.

### **8.3 Determination**

On and at any time after the occurrence of an Event of Default:-

8.3.1 The Licensor shall be entitled to terminate the License Agreement immediately and do all things necessary for such termination including deactivation of the key cards and change of the door lock.

8.3.2 The Security Deposit shall be forfeited to the Licensor as and for liquidated damages and not as penalty but without prejudice to the Licensor's right to claim any further damages which the Licensor shall have sustained or may sustain.

8.3.3 The Licensor may at its absolute discretion elect not to terminate this Agreement but to deduct from the Security Deposit the amount of any monetary loss incurred by the Licensor. The Security Deposit shall be applied for deduction of any payment due as a prior condition for the continuation of this Agreement.

#### 8.4 Interest

8.4.1 Notwithstanding anything hereinbefore contained, in the event of non-payment, two (2) per cent per month interest rate (as liquidated damages and not as penalty) shall apply. An administration fee of up to HK\$500 shall apply for each late payment.

### **9. LICENSOR'S RIGHTS AND EXEMPTIONS OF LIABILITY**

#### 9.1 Right to name the building

9.1.1 The Licensor reserves the right to name or re name the Building in its sole and absolute discretion. The Licensor may determine to change, alter, substitute or abandon any such name without incurring any liability to the Licensee therefor.

#### 9.2 Right to swap

9.2.1 The Licensor may swap the Licensed Area for other premises of a size reasonably comparable with the Licensed Area within the Building by giving to the Licensee not less than fourteen (14) days prior notice (or such other period as the Licensor decides is appropriate) specifying the swap and the date upon which it is to take effect. The terms and conditions of this Agreement shall apply to the new premises as if it had been originally designated herein.

#### 9.3 Right to sell and right to redevelopment

9.3.1 The Licensor reserves the right to sell the Building or any part thereof which shall include the Licensed Area.

9.3.2 The Licensor reserves the right to demolish, rebuild or refurbish the Building of which the Licensed Area forms part or any part thereof.

#### 9.4 Right to terminate

9.4.1 Upon the occurrence of each of the events or circumstances in clause 9.3, the Licensor shall be entitled to terminate this Agreement by giving the Licensee one (1) month prior written notice.

#### 9.5 Right to enter

9.5.1 the Licensor and/or all persons authorized by it shall have the right to freely enter into the Licensed Area at any time without giving prior notice to the Licensee for whatever purposes.

#### 9.6 Exemption of liability of Licensor

9.6.1 The Licensor shall not be under any liability to the Licensee or to any other person whomsoever in respect of death of or injury to any person or for any loss or damage to person or Licensed Area sustained by the Licensee or any such other person caused by or through or in any way owing to the overflow of water or the escape of fumes, smoke fire or any other substance or thing originating from anywhere within the Building or any breakdown or interruption of electricity, water, gas, air conditioning, telecommunications, lights, lifts or escalators or of any security system or services of the Building.

9.6.2 The Licensee shall fully and effectually indemnify the Licensor from and against all claims and demands made against the Licensor by any person in respect of any loss, damage or injury caused by or through or in any way owing to the overflow of water or the escape of fumes, smoke, fire or any other substance or thing originating from the Licensed Area or to the negligence or default of the Licensee, his servants licensees or visitors or to the defective or damaged condition of the interior of the Licensed Area or any fixtures or fittings for the repair of which the Licensee is responsible hereunder and against all costs and expenses incurred by the Licensor in respect of any such claim or demand.

### **10. GENERAL**

#### Governing Laws

10.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto shall submit to the non exclusive jurisdiction of the courts of Hong Kong.

#### Severability

10.2 If any term or provision of this Agreement is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts of this Agreement will be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

#### Legal costs and disbursements

10.3 Each party shall bear its own legal costs and disbursements of and incidental to the preparation and execution of this Agreement.

10.4 Adjudication fee (if any) shall be borne by the Licensee. No stamp duty and registration fee on this Agreement shall be payable.

No waiver

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

Third parties' rights

10.6 Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Agreement.

Confidentiality

10.7 The Licensee shall at all times strictly preserve the confidentiality of all the terms and conditions of this Agreement, including but not limited to the amount of the Licence Fee, and shall not disclose and shall ensure that no person or party associated with the Licensee shall disclose any term or condition of this Agreement. The Licensee shall compensate the Licensor for all losses and damages sustained by the Licensor as a result of the Licensee's breach of this clause.



## HOUSE RULES

*Weave Living is all about hassle-free city living where convenience, comfort and community are at the heart of the experience. We have a basic set of House Rules to make sure that life at Weave is memorable for everyone in the true spirit of collaborative living. These House Rules may be amended from time to time at the sole discretion of Weave Living. Weave Management shall have the final authority to interpret these Rules.*

### HOUSE RULES ON WEAVE FACILITIES AND SHARED SPACES

#### 1. GYM

1.1. Gym can only be used by residents (Licensee or Registered Occupant). Visitors and/or personal trainers are not permitted.

#### 2. KITCHEN

2.1. Preparation and cooking in shared spaces are only allowed in the kitchen located on 3/F of Weave Suites Central West.

2.2. Residents are required to clean up after use. All unclaimed items in the refrigerator in the kitchen will be discarded without prior notice by 10:00 PM every day.

#### 3. LAUNDRY

3.1. Unattended laundry found in shared spaces or in the laundry room will be discarded without prior notice.

3.2. Residents must not hang laundry out of their suite windows or in any shared spaces.

#### 4. MEETING Room

4.1. Meeting Rooms located on 2/F are available for reservation between 10:00AM and 8:00PM (Last booking time is 6:00PM). Reservation will be on first-come-first-served basis via email to the Lifestyle Team at [suites.centralwest@weave-living.com](mailto:suites.centralwest@weave-living.com) and requires 48 hours prior notice.

4.2. Each Suite entitles 3 booking sessions per month with 2 hours per session applies. For any cancellation less than 48 hours prior will be considered as consumed session(s).

4.3. Residents are required to keep the area clean after use.

#### 5. MAIL AND DELIVERIES

5.1. Our Lifestyle Team is happy to receive packages on behalf of registered residents (except packages specified under 6.2). Residents may pick up any held packages from the Reception desk located on G/F or it will be delivered to your suite on a working day.

5.2. Our Lifestyle Team has the right to reject packages at their sole discretion. For the avoidance of doubts, the Lifestyle Team will not receive the following items:

- perishable items including take-away food and/or food deliveries;
- packages that require cash on delivery;
- packages that require identity proof; and
- oversized packages.

## 6. FURNITURE, FITTINGS AND FIXTURES

6.1. Residents shall not interfere with existing fixtures and fittings. Glue, scotch-tape, gum-paper, nails, spikes, tacks or any other item on or drive the same into any wall or floor or any fixture, fittings or furniture in any part of the building is strictly prohibited.

6.2. Residents shall not install new items or utilities including refrigerator, heater or other electrical appliances without Weave Management's prior written approval.

6.3. Furniture and equipment shall not be moved away from its designated places or moved from one room to another without Weave Management's prior written approval.

6.4. A minimum penalty of HKD1,000 per damage will be charged to residents who caused damage to any furniture, fittings and fixtures. In addition, residents will be charged for the necessary repair or replacement fees for the damage in the property.

## 7. SHARED SPACES

7.1. Any personal belongings including but not limited to dust bins, garbage cans, furniture, chattels, shoes, packing cases, boxes, goods or any other things in the staircases, landings or other common passages are prohibited. Items found in these areas will be discarded without prior notice.

7.2. Amenities and facilities in shared spaces are for the use of all residents. Shared items must not be removed and should be cleaned after use. Any activity that obstructs the accessibility for others to use these amenities and facilities is strictly prohibited.

7.3. Residents shall be in proper attire in shared spaces. T-shirt, shorts and sandals are the minimum requirements.

## HOUSE RULES ON ADMINISTRATION

### 8. OCCUPANCY

8.1. Moving in and moving out shall be arranged with the Lifestyle Team between 11:00 AM and 5:00 PM Monday to Sunday.

## 9. CHANGE OF SUITES

9.1. Change of suites is not permitted except with permission from the Sales Team under special circumstances.

## 10. IDENTIFICATION

10.1. Proof of identity of any person physically present at Weave Suites Central West may be requested by the Lifestyle Team or any person appointed by Weave Living. Those who fail to present proof of residence or registration will be asked to leave the building immediately.

## 11. KEYS

11.1. As a default option, each resident will be assigned with digital key access upon arrival which is available on one device only. Each resident may elect to use a physical key access in lieu of a digital key access by paying a one-off and non-refundable administrative charge of HKD300.

11.2. Each resident shall be responsible for the Weave key/digital key access and keys assigned for his/her use.

11.3. All keys cannot be duplicated, loaned or furnished to anyone else.

11.4. Any lost/replacement of keys are charged at HKD300 per replacement. Replacement services are only available daily between 11:00 AM and 8:00 PM.

## 12. VISITORS

12.1. Residents shall register their visitors in person at the Security by filling in the arrival and departure log.

12.2. Any persons who is not a Resident (Licensee or Registered Occupant) shall be deemed a visitor and be accompanied by Resident at shared spaces.

12.3. During our quiet hour (10:00 PM and 8:00 AM) policy, visitors are welcome to be at 3/F Kitchen and Living Room while 2/F Lounge and Workspace is exclusive for Residents only.

12.4. All visitors will be bound by the House Rules. A visitor's host resident will be held responsible for any misconduct actions taken by his/her visitor(s) during their stay at Weave Suites Central West, including disciplinary actions or fines, as considered appropriate by Weave Management.

## **HOUSE RULES ON BEHAVIOR**

### 13. NO SMOKING

13.1. Weave Suites Central West has a non-smoking policy. Offenders will be given a fixed penalty of HKD5000.

#### 14. NO HAZARDS

14.1. Possession of any arms, ammunition, unlawful goods, gun powder, saltpetre, kerosene or other explosive or combustible substance is strictly prohibited.

14.2. Interference of fire service devices is strictly prohibited.

#### 15. NO DRUGS

15.1. Any dangerous drugs as defined in Section 2 of the Dangerous Drugs Ordinance (Cap. 134) are prohibited at Weave Suites Central West.

15.2. Any resident found to be in breach will be reported to the Hong Kong Police immediately.

#### 16. NO ILLEGAL PURPOSE

16.1. Any illegal or immoral purpose including gambling is prohibited.

16.2. Any resident found to be in breach will be reported to the Hong Kong Police immediately.

#### 17. NO PETS

17.1. For the health, safety and comfort of all residents, pets, birds, fish or animals of any kind are not allowed at Weave Suites Central West.

#### 18. NO NUISANCE

18.1. Weave Suites Central West has a quiet hour (10:00 PM and 8:00 AM) policy. Each resident must be considerate to other residents and keep noise to a minimum during the quiet hours.

18.2. The following actions or behaviours are strictly prohibited:

- actions or behaviours that disturb other residents or the orderly operation of Weave Suites Central West; or
- actions or behaviours that threaten the health and safety of self or other residents; or
- actions or behaviours that unreasonably interfere with other residents' normal use of amenities and facilities; or
- actions or behaviours that cause nuisance (e.g. getting drunk and defiling public facilities, entering the suites of other residents without their consent, failing to settle proper taxi fare, triggering false fire alarm, etc.) to other residents.

18.3. A fixed penalty of HKD1,000 plus other incurred charges will be charged.

## **19. AUTHORIZATION FOR USE OF IMAGE, VOICE, PERFORMANCE, ARTWORK OR OTHER LIKENESS**

19.1. Resident permits and authorises Weave Living to use all likeness including image or voice of the resident at the Weave Suites Central West or at resident events for promotional purposes as Weave Living deems appropriate. Resident releases Weave Living and waives all rights to claim for payment or royalties in connection with the above mentioned uses.

## **20. FILMING, PHOTOGRAPHY AND VIDEOGRAPHY**

21.1 Filming, photography and videography for any marketing or commercial use at Weave Suites Central West without prior authorization or approval from Weave Living is prohibited. Any unauthorized materials including but not limited to photography, audio and video recording produced at the Weave Suites Central West is strictly prohibited from broadcast, release, publication, exhibition or reproduction to be used for news, webcasts, promotional purposes, telecasts, advertising, inclusion on websites, social media or any other use without prior consent from Weave Living.

## **21. DISCIPLINARY PROCEDURE**

21.1. We apply the below procedures if these House Rules are not followed and breached.

- 1st written warning
- 2nd written warning and meeting with Weave Management
- Termination of Licence Agreement
- Other appropriate measures to the Weave Management

SIGNED for and on behalf of the Licensor

Signature:



Name (block capitals):

**ELIZABETH CHU**  
**Authorised Signatory**

SIGNED by the Licensee

Signature:

Name (block capitals):

Emergency Contact

Full Name:

Contact Number:

Address:

Relationship to Licensee:

Registered Occupant

Full Name (same as ID/passport):

Contact Number:

Email Address:

Relationship to Licensee:

SAMPLE