**Tenancy** **Agreement**

租約

An Agreement made the day of between the Landlord and the Tenant as more particularly described in Schedule I.

此合約由業主及租客(雙方資料詳列於附表一)於 年 月 日訂立。

The Landlord shall let and the Tenant shall take the Premises for the Term and at the Rent as more particularly described in Schedule I and both parties agree to observe and perform the terms and conditions as follows:

業主及租客雙方以詳列於附表一的租期及租金分别租出及租入詳列於附表一的物業，業同意遵守及履行下列條 款： -

1. The Tenant shall pay to the Landlord the Rent in advance on the first day of each and every calendar month during the Term. If the Tenant shall fail to pay the Rent within 7 days from the due date, the tenant shall pay the landlord a default fee of 3‰ of the outstanding amount for each day of overdue, the Landlord shall have right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings so incurred by the Landlord in relation to such action shall be a debt owed by the Tenant to the Landlord and shall be recoverable in full by the Landlord.

租客須在租期内每個月份第一天上期繳付指定的租金予業主。倘租客於應繳租金之日的七天内仍未清付該租金，每逾期一日租客應向業主支付應付未付款項金額3‰的違約金，則業主有權探取適當行動追討租客所欠的租金而由此而引起的一切費用及開支將構成租客所欠業主 的債项，業主將有權向租客一餅追討所欠款項全数。

2. The Tenant shall not make any alteration and / or additions to the Premises without the prior consent of the Landlord, which consent shall not be unreasonably withheld.

租客在沒有業主同意前，不得對該物業作出任何改動及/或加建，惟業主不得無理拒絕給予租客有關的同意書。

3. The Tenant shall not assign, transfer, sublet or part with the possession of the Premises or any part thereof to any other person. This tenancy shall be personal to the Tenant named herein.

租客不得轉讓、轉租或分租該物業或其任何部分或將該物業或其任何部分的佔用權讓予任何其他人等。此 租約權益將為租客個人擁有。

4. The Tenant shall comply with all ordinances, regulations and rules of Hong Kong and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the Premises. The Tenant shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the Premises are held from the Government.

租客須遵守香港一干法律條例和規則及該物業所屬的大廈有關的公契内的條款。租客亦不可違反屬該物業 地段內的官批地契上的任何制約性條款。

5. The Tenant shall during the Term pay and discharge all charges in respect of water, electricity, gas and telephone and other similar charges payable in respect of the Premises.

租客須在租約期内清繳一切有關該物業的水費、電費、煤氣費、電話費及其他類似的雜費等。

6. The Tenant shall during the Term keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defects excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner determination of this Agreement.

租客須在租約期内保持物業内部的維修狀態良好(自然損耗及因固有的缺陷所產生的損壞除外)亦須於租約期满或終止時將物業在同樣的維修狀態下交回。

7. The Tenant shall pay to the Landlord the Security Deposit set out in Schedule I for the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, the Landlord shall refund the Security Deposit to the Tenant without interest within 10 days from the date of delivery of vacant possession of the Premises to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord, whichever is later. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7) days after the same shall become payable (whether legally demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely determine and the Landlord may deduct any loss or damage suffered by the Landlord as a result of the Tenant's breach from the Security Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant.

租客須交予業主保證金(金额如附表一所列)作為保證租客遵守及履行此租約上租客所需遵守及履行的條款的按金。若租客在租期内並無違反此合約內任何條款，則業主须於收回租賃的物業或一切租客欠款後(以較遲者作凖)十天内無息退還該保证金予租客。但若租客拖欠根據此合約需要支付的租金及/或其他款项超過七天(無論有否以法律行動追討)或若租客違反此合約內任何條款，業主可合法收回該物業而此租約將立被终止；業主可從保证金內扣除因租客違約而令業主所受的損失，而此項權利將不會影響業主因租客違約而可探取的其他合法行動的權利。

8. Provided the Tenant shall have paid the Rent on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord.

若租客按時清繳租金及没有違反此合約内任何條款，則業主不得在租約期内干擾租客享用該物業。

9. The Landlord shall keep and maintain the structural parts of the Premises including the main drains, pipes and cables in proper state of repair provided that the Landlord's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice.

業主须保養及適當維修該物業内各主要結構部分(包括主要的排污渠、水管和電線)。唯業主須在收到租客的書面要求後才會有責任在合理時限内將有關損壤維修妥當。

10. The Tenant shall himself/herself cover insurance for his/her own belongings against Typhoon, Depression, Storm, Flood, Fire, Theft and Accidents in relation to this Tenancy. The Landlord shall not be responsible for any damage or loss under all circumstances.

租客須自投買風災、水、火、盜竊、意外保險，租客如有任何損失，業主不負任何責任。

11. The Landlord shall pay the Property tax payable in respect of the Premises.

業主負責繳付有關該物業的物業稅。

12. The Stamp Duty payable on this Agreement in duplicate shall be borne by the Landlord and the Tenant in equal shares.

業主及租客各負責屬此合約一式兩份的印花稅一半費用。

13. The Landlord and the Tenant agree agree to be bound by the additional terms and conditions contained in Schedule II (if any).

業主及租客雙方同意遵守附表二內的附加條款（如有的話）。

14. If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail.

此合約内的英文文本與中文文本存有差異時，将以英文文本為凖。

15. Tenant has to move out all his/her belongings from the date of delivery of vacant possession of the premises to the landlord.

租客遷出時，搬走自己的物品。

16. Security Deposit cannot be utilized as rent payment.

租客應清除明白該筆按金不能用作現金支付租金。

Confirmed and Accepted all the terms and conditions contained herein by the Tenant :

租客確認及接受這合約內所有條款的約束：

HKID/B.R.No.(

香港身份證號碼：

商業登記證號碼：

聯絡電話：

HKID/B.R.No.(

香港身份證號碼：

商業登記證號碼：09513741

聯絡電話：+852 2540 4489

Confirmed and Accepted all the terms and conditions contained herein by the Landlord:

業主確認及接受這合約内所有條款的約束：

Received key(s) of

the Premises by the Tenant

租客接收到業主所交屬該物業的鎖匙

共 條：

Received the Security Deposit of

HK$ by the Landlord

業主收到租客所交的保证金

港幣

**Schedule I**

附表一

**The** **Premises**

物業

**The** **Landlord**

業主

**Telephone** **No.** 電話

**The** **Tenant**

租客

**Telephone** **No.**. 電 話

**Term**

租期

**Rent**

租金

**Security** **Deposit**

保證金

whose \*address/registered office is situate at其通訊地址/註册地址為

whose \*address/registered office is situate at其通訊地址╱註册地址為

: From

(both days inclusive) (包括首尾兩天)

to

至 **年 月 日**

per quarter

由  **年 月 日**

: HK$

每月為港幣

HK$

港幣

**Schedule** **Ⅱ**

附表二

1. **User**用途

The Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than for Office purpose only.

[P.S.-Please select one item: e.g. Residential/commercial/office/shop/industrial]

租客除將該物業作 住宅 用途外，不可將該物業或其任何部分作其他用途。

[備註-請選一项：例如：住宅/商業/辦公室/商店/工業]

2. **Miscellaneous** **Payments** 雜项費用

a) The Tenant shall be responsible for the following payments payable in respect of the Premises during the Term:- 租客在租用期內负責下列費用：

~~\*(a) Management Fee (at current rate)(per month)(subject to revision from time to time)~~

管理費 (每月以現金額為凖)(将會不時調整)

\*(b) Air-Conditioning Charges: (at current rate)(per month)(subject to revision from time to time)

冷氣費 (每月以現金額為凖)(將會不時調整)

|  |  |
| --- | --- |
| \*(c) Government Rates | (subject to actual amount demanded by the Government) |
| 差餉 | (每季以政府實收者為凖) |

~~\*(d) Government Rent (subject to actual amount demanded by the Government)~~

地租  (每季以政府實收者為凖)

b) The Landlord shall be responsible for the following payments payable in respect of the Premises during the Term;- 業主在租期内负責下列費用：

[P.S.-Please fill in the following if the Rent shall include any of the following expenses.]

[備註-如租金包括以下任何一種開支，請填寫下列部分。]

\*(a) Management Fee (at current rate)(per month)(subject to revision from time to time)

管理費 (每月以現金額為凖)(将會不時調整)

\*(b) Air-Conditioning Charges: (at current rate)(per month)(subject to revision from time to time)

冷氣費 (每月以現金額為凖)(將會不時調整)

|  |  |
| --- | --- |
| \*(c) Government Rates | (subject to actual amount demanded by the Government) |
| 差餉 | (每季以政府實收者為凖) |

\*(d) Government Rent (subject to actual amount demanded by the Government)

地租  (每季以政府實收者為凖)

\*delete where inapplicable.

删去不適用者

**3.** **Break** **Clause** 退租權

Notwithstanding anything to the contrary hereinbefore contained, the Landlord / Tenant / either party shall be entitled to terminate this Agreement earlier than as herein provided by serving not less than two months' written notice or by paying months’ Rent in lieu to the Landlord / Tenant / other party provided that the said written notice shall not be served before the expiration of the [ one ] year of the Term of Tenancy.

儘管舆前文不符，業主/租客/任何一方可給予業主/租客/另一方不少於 2個 月的书面通知或 个月租金作代通知金提早解除此租約；唯該書面通知不得早於由租期起計之【 1 】年内发出。

月的書面通知或 個

】月内發出。

**4.** **Others** 其他

1）寶達投資（香港）有限公司銀行賬戶信息：

Bank of China (Hong Kong) Limited

Beneficiary: POINTER INVESTMENT (HONG KONG) LTD

Swift code: BKCHHKHH

A/C of Beneficiary:

Currency A/C No.

HKD 014 676 104 02105

Address:

BANK OF CHINA TOWER, 1 GARDEN ROAD, CENTRAL, HONG KONG



業主與租客雙方知恐此租約只属建識稿件業由美聯工商鋪集團提供予雙方参考，雙方理應自行群細審閱稿件後業在認為適用於雙方有關的租簧交易時方可使用。

The parties acknowledge that this Tenancy Agreement is only a proposed proforma Tenancy Agreement provided by Midland IC&I for the parties’

reference and that it should only be adopted by both parties after they have studied this Proforma Tenancy Agreement thoroughly and have considered that

it is applicable to their relevant tenancy transaction.

5