

Tenancy Agreement 租約

THIS AGREEMENT made the day of , between the Landlord and the Tenant as more particularly described in Schedule 1.

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 1 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別租出及租入詳列於附表一的物業，並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 fails to pay any rent or any other sum payable hereunder within 7 days as and when they fall due, then, without prejudice to any other right or remedy it shall be lawful for the Landlord to charge and the Tenant shall pay interest on the defaulted sum at the rate of 2% per month from the date when such sum falls due to the date of actual payment. The Tenant will also be liable for payments of any associated legal costs, court fees and incidental to any demand for the Rent.

租客須在租期內每個月份第一天上期繳付指定的租金予業主。倘租客於應繳租金或其他應繳款項之日的 7 天內仍未清付，則業主有權追討而租客有責任支付因延遲繳款之利息，有關利息以未清付款項之每月百分之二計算，並由應繳日計算至實際繳付日。租客同時有責任支付因拖欠租金或其他應繳款項引致的所有有關法律及訴訟費款項。

2. The Tenant shall not make any alteration and / or additions to the Premises without the prior written consent of the Landlord.

租客在沒有業主書面同意前，不得對該物業作任何改動及/或加建。

3. The Tenant shall not assign, transfer, sublet or part with the possession of the Premises or any part thereof to any other party. 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份或將該物業或其任何部份的佔用權讓予任何其他人士等。此租約權益將為指定租客個人擁有。

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.

租客須遵守香港一切法律條例和規則及該物業所屬的大廈有關的公契內的條款。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, telephone and other similar charges payable in respect of the premises.

租客須在租約期內清繳一切有關該物業的水費、電費、煤氣費、電話費及其它類似的雜費。

6. The Tenant shall during the Term keep the interior of the Premise 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.

租客須在租約期內保持物業內部的維修狀態良好(自然損耗及因固有的缺陷所產生的損壞除外)並須於租約期滿或終止時將物業在同樣的維修狀態下交吉交回業主。

7. The Tenant shall pay to the Landlord the Security Deposit set out in Schedule 1 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 30 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(金額如附表 1 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。若租客在租期內並無干犯此合約內任何條款，則業主須於收回交吉的物業或一切租客欠款後(以較遲者為準)三十天內無息退還該保證金予租客。但若租客拖欠根據此合約需要支付的租金及/或其它款項超過七天(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終止；業主可從保證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採取的其它合法行動的權利。

8. Provided the Tenant shall have paid the Rent and other outgoings 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和雜費及沒有干犯此合約內任何條款，則業主不得在租約期內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. The Tenant shall pay on demand to the Landlord the reasonable cost incurred by the Landlord in cleansing/ cleaning/ fixing any problems of the pipes owing to careless/ improper use/ insufficient maintenance by the Tenant or his servants or workmen.

業主須保養及適當維修物業內各主要結構部份(包括主要的排污渠、喉管和電線)。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內將有關損壞維修妥當。業主有權要求租客支付因租客或其雇工或其工人疏忽/ 不當使用/ 缺乏保養水喉引致等問題而招致的合理清理/ 修理費用。

10. The Landlord and all persons authorised by it at all reasonable times upon reasonable notice (except in case of emergency) with or without workmen and with or without appliances shall enter upon the Premises and view the state of repair of the Premises, to take inventories of the fixtures and fittings therein, to carry out any repairs to the Premises which the Landlord considers necessary or proper to be done or which is the Landlord's responsibility hereunder or which is required in case of emergency.

當業主/ 業主授權人士給予租客合理通知(緊急情況除外)，租客不得拒絕業主/ 業主授權人士(不限於是否有工人或攜同工具)，在適當時間進入物業檢視物業狀況/ 單位內固有裝置設備或進行任何業主認為合適/ 緊急維修工程。

11. 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.

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

12. 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。
13. 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。
14. The Landlord and the Tenant agree to be bound by the additional terms and conditions 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)。
15. The Tenant has to move out all his/her own belongings from the date of delivery of vacant possession of the Premises to the Landlord.
租客遷出時，必須搬走屬於自己的物品。
16. Security Deposit cannot be utilised as rent payment.
保證金不能用作支付租金。
17. The Landlord and the Tenant do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “Rights of Third Parties Ordinance”).
業主及租客均沒有意圖賦予任何第三者根據《合約(第三者權利)條例》(第 623 章) (“第三者權利條例”) 強制執行此合約項下的任何條款的權利。
18. This Agreement may be varied from time to time or (where such right of rescission exists) rescinded without the consent of any person who is not a party to this Agreement and section 6(1) of the Rights of Third Parties Ordinance shall not apply to this Agreement.
此合約可於無需獲取任何非此合約簽訂方的同意的情況下不時被修改或被撤銷 (若存在該撤銷權)。且第三者權利條例第 6 (1) 條將不適用於此合約。
19. If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail.
此約內的英文文本與中文文本存有差異時，將以英文文本為準。

Confirm and Accepted all the terms and conditions herein
確認及接受這合約內所有條款的約束

SIGNED by the Landlord 業主簽署)
Landlord 業主 :)
GOOD MEGA ENTERPRISES LIMITED)
)
B.R. No. 商業登記証號碼:)
38229111)
presence of 見証人 :)
)
)

SIGNED by the Tenant 租客簽署)
Tenant 租客 :)
(1) STRYDOM-NEL, Zita)
(2) MEIRING, Nico David)
)
Hong Kong Identity Card No. 香港身份証號碼:)
(1) M970306(9))
Passport No. 護照號碼:)
(2) A09646354)
presence of 見証人 :)
)
)

Received the Security Deposit of)
HK\$37,000 by the Landlord)
業主收到租客所交的保証金)
港幣 \$37,000)
)
)
)

Schedule 1

附表 1

The Premises 物業	:	<u>4/F, No. 25 Queen's Road East, Wanchai, Hong Kong</u>		
The Landlord 業主	:	<u>GOOD MEGA ENTERPRISES LIMITED</u> whose address is situate at 其通訊地址為 <u>P.O. BOX NO.9515, General Post Office, Central, Hong Kong</u>		
Telephone No. 電話	:	<u>2907 0020</u>		
The Tenant 租客	:	<u>(1) STRYDOM-NEL, Zita (HKID 香港身份証號碼: M970306(9))</u> <u>(2) MEIRING, Nico David (Passport No. 護照號碼: A09646354)</u> whose address / registered office is situate at 其通訊地址/註冊地址為 <u>(1) 2 Fu Ning Street, Kowloon, Hong Kong</u> <u>(2) Shop G27, Metro City Plaza Phase III, Po Lam, Tseung Kwan O, N.T.</u>		
Telephone No. 電話	:	<u>(1) 9886 3564</u> <u>(2) 5905 7594</u>		
Term 租期	:	<u>2</u> year(s) 年	<u>-</u> month(s) 月	<u>-</u> day(s) 日
		From 由	to 至	(both days inclusive) (包括首尾兩天)
		<u>25/8/2023</u>	<u>24/8/2025</u>	
Rent 租金	:	HK 港幣	<u>\$18,500</u>	per month / 每月為港幣
Security Deposit 保証金	:	HK 港幣	<u>\$37,000</u>	

Schedule 2

附表 2

1. User 用途

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

租客除將物業或其任何部份作**住宅**用途外，不可將該物業或其任何部份作其它用途。

2. Miscellaneous Payments 雜項費用

The Landlord and the Tenant respectively shall be responsible for the following payments payable during the Term subject to actual amount revised from time to time :

業主與租客各自負責在租期內下列費用，以不時調整的實在金額為準：

- | | |
|-----------------------|---|
| (a) Management Charge | : payable by Landlord / Tenant |
| 管理費 | : 由業主支付 / 租客支付 |
| (b) Government Rates | : payable by Landlord / Tenant |
| 政府差餉 | : 由業主支付 / 租客支付 |
| (c) Government Rent | : payable by Landlord |
| 政府地租 | : 由業主支付 |
| (d) Utilities Charges | : payable by Tenant |
| 公用事業費 | : 由租客支付 |

* delete where inapplicable 刪去不適用者

3. Rent Free Period 免租期

The Tenant shall be entitled to a rent free period from 25th August 2023 to 31st August 2023 (both days inclusive) provided that the Tenant shall be responsible for the charges of water, electricity, gas, telephone and other outgoings payable in respect of the Premises during such rent free period.

租客可享有免租期由 2023年8月25日至2023年8月31日(包括首尾兩天)，但租客仍需負責繳付免租期內一切水、電、煤氣及電話費用及其它一切雜費支出。

4. 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 (1) month's written notice or by paying (1) month's Rent in lieu to ~~the Landlord / Tenant /~~ either party provided that this Agreement shall not be terminated earlier than a date which shall be (13) months from the commencement date of the Term.

儘管與前文不符，~~業主 / 租客 /~~ 任何一方 可給予 ~~業主 / 租客 /~~ 另一方不少於(1)個月的書面通知或(1)個月租金作代通知金提早解除此租約；唯此租約的終止日期不得早於由租期開始日計(13)個月。

5. Inventory List 電器傢俬清單

(-)	Sofa (Seaters)	梳化	(1)	Kitchen Cabinet	廚櫃
(-)	Wardrobe	入牆櫃	(1)	Cooker	煮食爐
(-)	Wall Cabinet	組合櫃	(1)	Cooker Hood	抽油煙機
(All)	Lamp	燈飾	(1)	Water Heater	熱水爐
(3)	Air Conditioner(s)	冷氣機	(1)	Ventilation Fan	抽氣扇
(-)	Dining Table	餐檯	(1)	Refrigerator	雪櫃
(-)	Dining Chairs	餐椅	(1)	Washing & Drying Machine	洗衣連乾衣機
(-)	Curtain / Blind	窗簾/百葉簾	(1)	Toilet Cabinet	廁所櫃
(-)	Curtain Rails	窗簾框架	(1)	Mirror	鏡
(-)	Bed (Single / Double)	單/雙人床	(1)	Shower & Shower Mixer	花灑龍頭

6. Remarks

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