

大館
TAI KWUN

古蹟及藝術館
CENTRE FOR HERITAGE & ARTS

Central Police Station Compound

REQUEST FOR PROPOSAL
F&B Operator

www.taikwun.hk

保育活化 Conserved and revitalised by



香港賽馬會
The Hong Kong Jockey Club

Request for Proposals for Operating a Food & Beverage Outlet at the Central Police Station Compound

1. The Food & Beverage (F&B) Operator's Roles & Responsibilities

The F&B Operator (the "Operator") is to provide F&B products and services for enjoyment by the visitors, and in doing so help attract visitors to the revitalised Central Police Station ("CPS") compound so that they can enjoy the heritage and contemporary art programmes on the site. The Operator will also provide rental income to The Jockey Club CPS Limited (the "JCCPS"). The guiding philosophy of The Hong Kong Jockey Club Charities Trust (the "Trust") for the Central Police Station Revitalisation Project (the "Project") is that the commercial activities are to raise funds for the benefit of sustaining the overall operation of the CPS.

2. Other Operations

There is a mix of other operations on the site which include heritage, contemporary art, retail, educational, cultural and recreational operations for public enjoyment. There are guided tours for visitors to appreciate the historical and architectural significance of the site.

3. RFP Respondents

3.1 All parties interested in operating an F&B outlet at the CPS are welcome to respond to this Request for Proposals by submitting their proposals (the "Proposals") to JCCPS for F&B operation at the designated premises (the "Premises") with details as set out in Appendix 1. A Proposal shall contain two parts, namely (a) the Operation Proposal and (b) the Financial Proposal which will have to be submitted under a two-envelope system and will be assessed separately.

3.2 The Operator must be a company incorporated under the Companies Ordinance of the laws of Hong Kong (the "RFP Respondent"), and which, if selected, will be required to enter into an agreement in respect of the Premises with the JCCPS for the F&B operation (the "Sub-Tenancy Agreement").

3.3 After the submission of the Proposal, no changes to the RFP Respondent or its shareholding or consortium or joint venture ("JV") arrangement will be allowed without the prior written approval of the JCCPS.

4. The Sub-Tenancy Agreement

4.1 The Sub-Tenancy Agreement to be made between the JCCPS (as landlord) and the Operator (as tenant) will be made pursuant to the JCCPS's right to sub-let and sub-license the premises of the CPS site under the tenancy agreement between the HKSAR Government and the JCCPS

(the “Head Lease”). The term of the Sub-Tenancy Agreement (the “Term”) and the option term (the “Option Term”) are set out in Appendix 1. The granting of the Option Term to the Operator will be subject to satisfactory performance and compliance with all the terms and conditions of the Sub-Tenancy Agreement by the Operator throughout the Term.

4.2 **Potential RFP Respondents, before submitting their Proposals, are required to contact CBRE Limited (see Clause 11.5 below) to obtain a proforma sub-tenancy agreement (the “Proforma Sub-Tenancy Agreement”) on a confidential basis upon signing a non-disclosure undertaking in JCCPS’s prescribed form. Before submitting their Proposals, RFP Respondents should carefully examine the Proforma Sub-Tenancy Agreement to ensure full understanding of the terms and conditions therein.**

4.3 By submitting the Proposal, the RFP Respondents are deemed to have accepted the terms and conditions of the Proforma Sub-Tenancy Agreement. The selected Operator shall sign and return to the JCCPS the Sub-Tenancy Agreement prepared by the JCCPS (without amendment) within fourteen days of issuance by the JCCPS (time shall be of the essence). The Sub-Tenancy Agreement shall incorporate the relevant details of the sub-tenancy as set out in this RFP and the Proposal submitted by the selected Operator (insofar as the same has been accepted by the JCCPS and subject to such changes (if any) which the JCCPS may require) and shall be in such form and on such terms of the Proforma Sub-Tenancy Agreement (as amended by the JCCPS from time to time).

5. Facilities Management

5.1 The Operator shall be responsible for properly managing its daily operation at the Premises and for maintaining and keeping the Premises in good repair and condition.

5.2 If a covered or uncovered licensed area as coloured yellow is shown on the floor plans in Appendix 2, the Operator may upon prior written consent from the JCCPS use such area but the Operator shall enter into a separate licence agreement (in such form and on such terms as prescribed by the JCCPS) for such area with the JCCPS and comply with such terms and conditions of use as specified by the JCCPS from time to time including the payment of a licence fee (as set out in Appendix 1). In addition, any performance and exhibition in the said area (particularly the public address system for outdoor events) are subject to the JCCPS’s approval and specific requirements as stipulated in the Environmental Impact Assessment (“EIA”) Report applicable to the CPS from time to time.

5.3 The Operator shall take particular care to protect the Premises and facilities, and abide by the rules, guidelines, conditions and operation management and maintenance plans issued by the JCCPS from time to time for the protection and operation of the Premises and its facilities.

5.4 Apart from obtaining and maintaining employee compensation insurance and relevant insurance policies associated with its operation, the Operator shall also obtain and maintain appropriate third party liability insurance and property damage insurance for the occupation, use and operation of the Premises.

- 5.5 The Operator shall obtain and maintain all necessary licences and shall comply with the rules and requirements imposed by the relevant Government bureaux, departments and authorities in connection with the occupation and use of the Premises, the covered or uncovered licensed area (if any) and the service licensed area (if any) including, without limitation, the management plan as approved by the Buildings Department for the operation of the CPS site.
- 5.6 The Operator should be aware of the intention to protect the Premises as detailed in the conservation management plans which are accessible on the Tai Kwun website.
- 5.7 In addition, the Operator shall implement its future operation in accordance with the Schedule of Character Defining Elements and the Code Requirements as detailed in Appendix 3 and the RFP Respondents are required to observe and comply with Appendix 3 when preparing their Proposals.
- 5.8 The facilities to be provided by the JCCPS at the Premises upon the commencement of the term of the Sub-Tenancy Agreement are detailed in Appendix 2B.
- 5.9 The Operator is liable to pay the monthly air-conditioning charge and management fee (“the management fee”) and the promotional levy, the respective amounts of which are subject to review by the JCCPS on a regular basis. The air-conditioning operating hours are from 10:00 am to 12:00 midnight. The Operator may be permitted to open the Premises earlier or later but subject to payment of additional air-conditioning charge and submission of a satisfactory patronage control plan approved by the JCCPS.
- 5.10 The Operator will NOT be allowed to sub-lease or sub-license any part of the Premises or their facilities.

6. General Requirements

Under the Sub-Tenancy Agreement, the Operator will be subject to various limitations and conditions including, but not limited to, the following:

- 6.1 The Operator has to collaborate with the JCCPS and other occupants on the site to arrange free guided tours for the public in the Premises at the Operator’s own cost during the CPS open days, which will be at least two days per calendar year as designated by the JCCPS. The JCCPS will not be responsible for any loss of profit or business and any other losses and damages that may be caused to or suffered by the Operator as a result of the guided tours or the participation or involvement of the Operator during the open days. During the open days, the Operator may continue to carry out normal business at the Premises.
- 6.2 The Operator is required to support the site-wide heritage, art and cultural programmes and events that may be organised or authorised by the JCCPS or other operators as designated by the JCCPS by participating in these activities.

- 6.3 The Operator shall provide the JCCPS and (upon the request of the JCCPS) the relevant Government bureaux, departments and authorities with such plans, reports, information and materials from time to time and at such time as so required by the JCCPS for their approval, review, comment and/or information (as the case may be) including, without limitation, building management plans, monthly reports, periodic progress reports, information on visitors, visitors satisfaction survey results, cultural / contemporary art / local heritage and community programmes (if any), and other relevant information and materials.
- 6.4 The Operator shall operate in such a manner that the standard and image of all the operations at the Premises shall not adversely affect the image of the JCCPS, the Government and the CPS.

7. Operation Proposals

- 7.1 **Each RFP Respondent should submit its Operation Proposal in a sealed envelope TOGETHER with (a) a reference letter from a reputable financial institution proving its financial ability to set up and operate the proposed concept.**
- 7.2 A Operation Proposal will be disqualified if the Financial Proposal (such as the rental offers, and the cashier's order for payment of the Proposal Deposit) required under Clause 8 of this RFP or any information relating to or indicating the rental offers is included in the Operation Proposal.

8. Financial Proposals

- 8.1 **Each RFP Respondent must submit its Financial Proposal (including the proposed rental offer) in a separate sealed envelope. Otherwise, the Proposal submitted will be disqualified.**
- 8.2 Each RFP Respondents should ensure that rental offers quoted are accurate before submitting the Financial Proposal. Under no circumstances will the JCCPS accept any request for adjustment of the rental offers stated in the Financial Proposal on the ground that a mistake has been made in the Financial Proposal.
- 8.3 **Each RFP Respondent must include in its Financial Proposal a cashier's order for an amount as detailed in Appendix 1 (the "Proposal Deposit"), made payable to "The Jockey Club CPS Limited" and drawn on a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155).** Upon acceptance of the Proposal, the cashier's order submitted therewith will be cashed and the Proposal Deposit shall be retained by the JCCPS and applied as part payment of the first month's base rent and the Cash Deposit (as defined in Clause 14.1) upon execution of the Sub-Tenancy Agreement by the Operator. Any shortfall of Cash Deposit will have to be paid up by the Operator upon its execution of the Sub-Tenancy Agreement and any excess of the Proposal Deposit over the first month's base rent and the Cash Deposit will be held by the JCCPS and be applied as payment or part of rent payable under the Sub-Tenancy Agreement until such excess has been fully utilised. The JCCPS will return to each

unsuccessful RFP Respondent its cashier's order in payment of its Proposal Deposit at the address of the registered office shown on its Proposal.

- 8.4 The RFP Respondents should note that the amount of the Proposal Deposit as required by the JCCPS shall not be taken as indication of the market rental of the Premises or the JCCPS's expected rent of the Premises. The RFP Respondents are advised to make their own assessment and judgement before submitting their proposed rental offers.
- 8.5 Each RFP Respondent should include in the envelope for Financial Proposal a separate information sheet setting out the expected yearly gross receipts for the Premises for each year of the Term and the Option Term of the Sub-Tenancy Agreement with justifications/ supporting information (e.g. actual yearly gross receipts of comparable outlets including the exact address and leasable area of such comparable outlets) for the JCCPS's reference.

9. Completeness of Proposals

- 9.1 Each RFP Respondent should ensure that its Proposal covers all aspects, information and documents as required by and under this RFP. Any incomplete Proposals will be rejected. Proposals containing false or misleading statements may also be rejected if such information is intended to misguide the evaluation of the Proposals.
- 9.2 Each RFP Respondent shall further ensure that its Proposal fulfils, complies with and does not alter the requirements and terms stated in this RFP. The JCCPS reserves the right to accept or reject any Proposal which does not fulfil, comply with or which alters the requirements and terms of this RFP.

10. Assessment of Proposals

- 10.1 A "two-envelope" system will be adopted where (a) a Operation Proposal and (b) a Financial Proposal will be submitted separately and which will be assessed separately. The weightings for the Operation Proposal and the Financial Proposal are 70% and 30% respectively. The Financial Proposal will only be considered after completion of the assessment of the Operation Proposal. As part of the selection process, the RFP Respondents may be required to discuss and re-consider their offers made under their Proposals with the JCCPS and to give explanations on their Proposals and supply further information for clarification as and when necessary. Nothing in the Proposals shall be binding on the JCCPS unless and until the relevant details and information in the accepted Proposal (subject to such changes (if any) as the JCCPS may require) have been incorporated in the Sub-Tenancy Agreement signed between the JCCPS and the selected Operator.
- 10.2 The composite score will be the total of the RFP Respondent's marks under the Operation Proposal and the Financial Proposal.

For the purpose of assessment of the composite scores, the RFP Respondent's marks under the Operation Proposal and the Financial Proposal shall be re-scaled to maximum scores of 70 and 30 respectively as follows:

- a. Individual RFP Respondent's re-scaled score for the Operation Proposal:

$$70 \times \frac{\text{the RFP Respondent's mark for the Operation Proposal}}{\text{the highest mark amongst all Operation Proposals}}$$

- b. Individual RFP Respondent's re-scaled score for the Financial Proposal:

$$30 \times \frac{\text{the RFP Respondent's rental offer (both base rent and turnover rent)}}{\text{the highest rental offer amongst all Financial Proposals}}$$

Each RFP Respondent's composite score is the sum of the above re-scaled scores for the Operation Proposal and the Financial Proposal.

10.3 The Operation Proposals will be assessed in accordance with the following weightings:

a. Background and Experience

1. Company background and turnover of past relevant operations
2. Details of past operation experience (reference letters from current/previous landlords)
3. Financial strength
4. Experience and understanding in heritage conservation project

b. Operation Strategy

1. Operation plan and concept delivery
2. Compatibility of offerings to existing trade-mix
3. Marketing and promotion strategy including advertising plans
4. Management and team structure including staff training, complaints monitoring and handling
5. Interior design (supported by perspectives and sample boards)

c. Commitment to the Revitalisation of CPS

1. Experience in and commitment to enhancing and embracing cultural/contemporary art/local heritage offering
2. Commitment to the community (e.g. environment initiatives, social responsibility etc.)

11. Response to the Request for Proposals

- 11.1 RFP Respondents should submit (a) a **hard copy and a disk copy in PowerPoint / Word format** of the Operation Proposal and (b) a **hard copy and a disk copy of** the Financial Proposal in TWO SEPARATE SEALED ENVELOPES.

The envelope containing the Operation Proposal and the envelope containing the Financial Proposal should be marked respectively as follows:

“CONFIDENTIAL – OPERATION PROPOSAL, Response to Request for Proposals for operating a Food & Beverage Outlet at the Central Police Station Compound”

“CONFIDENTIAL – FINANCIAL PROPOSAL, Response to Request for Proposals for operating a Food & Beverage Outlet at the Central Police Station Compound”

and must be deposited in the tender box no later than [●] Hong Kong time on [●] (the “Closing Date”) at the following address:

The Jockey Club CPS Limited
c/o Leasing and Commercial Department
Tender Box at 2/F Block 14, Tai Kwun,
10 Hollywood Road, Central,
Hong Kong

- 11.2 If a Black Rainstorm Signal is issued or Typhoon Signal No. 8 (NW, SW, NE or SE) or above is hoisted or remains in force at any point of time between 9:00 am and 2:15 pm on the Closing Date, the submission deadline will be extended to 2:15 pm on the next working day. A working day means Monday to Friday except public holidays. Late submissions will not be considered or accepted by the JCCPS.
- 11.3 The JCCPS has the absolute discretion to disqualify any RFP Respondent who fails to submit a complete proposal from participating in the selection process.
- 11.4 Each RFP Respondent shall not submit more than one proposal. Otherwise, all proposals submitted by such RFP Respondent will be disqualified.
- 11.5 For any question about this Request for Proposals, the Request for Proposals process or additional information, please contact the CBRE Limited as follows:

Senior Director, A&T Retail
CBRE Limited
Mr. Lawrence Wan
Tel: (852) 2820 8170
Mob: (852) 6097 5601
Email: lawrence.wan@cbre.com

12. Amendment to Proposals

The RFP Respondents will not be allowed to make any amendment after submission of their Proposals unless with the prior approval of the JCCPS.

13. Validity Period

- 13.1 Each RFP Respondent may withdraw its submitted Proposals at any time not less than 14 days before the Closing Date by giving notice in writing to the JCCPS, and the JCCPS will return to such RFP Respondent its cashier's order in payment of its Proposal Deposit. Otherwise, the Proposal Deposit for any Proposal that is withdrawn thereafter will be forfeited by the JCCPS.
- 13.2 The RFP Respondents should note that all the submitted Proposals will remain valid for acceptance by the JCCPS for a period of NINE calendar months from and including the Closing Date (the "Validity Period"). The JCCPS may accept any of the submitted Proposals at any time within the Validity Period. RFP Respondents who do not receive any notification of acceptance of their Proposals from the JCCPS within the Validity Period shall assume that their Proposals have not been accepted.

14. Acceptance of Proposal and Execution of Sub-Tenancy Agreement

- 14.1 The selected Operator will be notified of the acceptance of its Proposal and award of the Sub-Tenancy Agreement by the JCCPS within the Validity Period. The selected Operator shall execute the Sub-Tenancy Agreement (in such form and on such terms agreeable to the JCCPS) within fourteen days of issuance by the JCCPS (time shall be of the essence), and shall upon its execution of the Sub-Tenancy Agreement pay to the JCCPS a cash deposit in the amount as set out in Appendix 1 (the "Cash Deposit"), and the first month's base rent due under the Sub-Tenancy Agreement. The Proposal Deposit paid under Clause 8 hereof will be applied as part payment of the Cash Deposit and the first month's base rent, with any shortfall to be paid up by the Operator and any excess to be applied by the JCCPS in the manner as set out in Clause 8 hereof. In addition to the Cash Deposit, the Operator is required to provide to the JCCPS a bank guarantee (in such form and on such terms as previously approved by the JCCPS) duly issued by a bank duly licensed under Section 16 of the Banking Ordinance (Cap.155) in favour of the JCCPS for a sum of one (1) month's base rent (the "Bank Guarantee") within fourteen (14) days after the JCCPS has served the Hand Over Notice on the Operator and in any event before the JCCPS delivers possession of the Premises to the Operator. The JCCPS is entitled to hold the Cash Deposit and the Bank Guarantee as security deposit throughout the term of the Sub-Tenancy Agreement upon and subject to the terms and conditions of the Sub-Tenancy Agreement.
- 14.2 If the selected Operator fails to abide by its Proposal (insofar as the same has been accepted by the JCCPS and subject to such changes (if any) which the JCCPS may require) and/or execute the Sub-Tenancy Agreement and/or pay the first month's base rent and the Cash Deposit and/or render the Bank Guarantee to the JCCPS within the time limit and in such manner as stipulated in this RFP (time shall be of the essence), the Proposal Deposit shall be wholly and absolutely

forfeited by the JCCPS as liquidated damages and not as a penalty but without prejudice to any other right of the JCCPS to claim for damages or losses suffered by the JCCPS or any other remedies against the selected Operator on account of such breach and the JCCPS shall be at liberty to grant a sub-tenancy of the Premises or any part of them to other parties or invite Proposals or otherwise deal with the Premises or any part of them at such time and in such manner as the JCCPS shall deem fit without any claim by the selected Operator.

15. Disclaimer and Rights of the JCCPS

By responding to this Request for Proposals, the RFP Respondent agrees to accept and be bound by the terms and conditions set out below:

- All information and materials, including their preparation and submission, are provided by the RFP Respondent at their own cost and expense. The Trust/JCCPS shall under no circumstances be liable for any such fees and expenses.
- Any information and materials received from the RFP Respondent will not be returned.
- The Trust/JCCPS does not owe to the RFP Respondent any duty of confidentiality and is not responsible for and does not guarantee the confidentiality, of any of the information and materials received from the RFP Respondent.
- All information and materials provided by the RFP Respondent are original works, are prepared in good faith and are factually correct and without misrepresentation or infringement. Any breach or non-compliance by the RFP Respondent shall, without affecting the RFP Respondent's liability for such breach or non-compliance, result in its Proposal being invalidated. If the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.
- Additional information will be provided by the RFP Respondent in a timely manner upon request for clarification.
- Consent is granted to the JCCPS and/or its consultants for verification with third parties concerning information and materials received from the RFP Respondent.
- Consent is granted to the JCCPS and/or its consultants to disclose the name and background of the RFP Respondent and, if the RFP Respondent is a consortium or JV, the name and background of each member of the consortium or JV in such manner and at such time as the JCCPS deems fit.
- Consent is granted to the JCCPS to make necessary disclosure to the Government or such other persons in accordance with the requirements of the Head Lease.
- The JCCPS may, and reserves the right to, incorporate in tender or other documents on the Project, or otherwise use for and in connection with the Project, any information or

materials received from the RFP Respondent, including, without limitation, the RFP Respondent's name and logo.

- Personal data contained in the proposal submitted by the RFP Respondent will be used for the purposes of this RFP and all other purposes arising from or incidental to this RFP including, without limitation, for the purposes of assessment and selection of the Operator and resolution of any dispute arising from this RFP.
- The RFP Respondent has obtained the consent from each individual whose personal data is provided in the proposal for the disclosure, use and further disclosure by the JCCPS of the personal data for the purposes mentioned in the foregoing paragraph.
- The JCCPS reserves the right to modify or revise any provision of this RFP or issue any addendum at any time and will not be liable to any RFP Respondent or any other party for any costs incurred.
- Information provided in this RFP is for reference only. The RFP Respondent should make its own independent investigation, analysis and assessment.
- The JCCPS reserves the right to accept or reject any proposal without giving reasons or justification or accept any proposal subject to such conditions (if any) and variations (if any) as the JCCPS may require. The JCCPS is not obliged to give any reasons for its acceptance or rejection of any Proposals
- The JCCPS reserves the right to terminate this RFP process at any time (whether before or after the Closing Date) by notice without incurring any liability.
- The JCCPS reserves the right to accept or reject any informality or irregularity of any proposal, and accept or reject any proposal which has not been prepared in strict conformity with the terms of this RFP.
- The JCCPS reserves the right to shortlist any RFP Respondent at any time during the RFP process and is not obliged to discuss with any party regarding its shortlisting and selection progress.
- The JCCPS reserves the right (whether before or after its acceptance of the Proposals) to negotiate the details in the offers made under any submitted Proposals with, and make counter-proposals to, any one or more of the RFP Respondent(s) and the selected Operator and is not bound to accept any proposal.
- The RFP Respondent participates in this process entirely at its own risk and the JCCPS will not under any circumstances be liable in any manner whatsoever for any loss, damage, cost or expense incurred by the RFP Respondent in connection with the preparation of the proposal, attending any interviews or otherwise connected with this RFP, irrespective of whether the JCCPS proceeds with the award of the Sub-Tenancy Agreement.

- No warranty or representation is given or to be implied against the JCCPS on any of the contents and information expressed or contained herein as to their accuracy or completeness. All contents and information contained in this document are given as of this date and are subject to change without prior notice. The JCCPS is not obliged to provide any update or change of information. The JCCPS disclaims any liability whatsoever for any misstatements, errors or omissions to the fullest extent as permitted by law.
- Consents and approvals from the JCCPS are required for use or distribution or exploitation of the contents and/or information herein.
- Neither this document nor any activities in connection therewith shall create any legal obligations or liabilities in any way on the part of the Trust.
- The RFP Respondent shall not, and shall procure that its employees, agents and consultants shall not, offer, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in respect of or in connection with the RFP and the execution of the Sub-Tenancy Agreement. Failure to so procure or any act of offering, soliciting or accepting advantage referred above committed by the RFP Respondent or by an employee, agent or consultant of the RFP Respondent shall, without affecting the RFP Respondent's liability for such failure and act, result in its Proposal being invalidated and if the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.
- The RFP Respondent shall prepare the Proposal independently, and without consultation, communication, agreement, arrangement or collusion with any other RFP Respondent making the same or similar proposal or any other person in any manner whatsoever for and in connection with the RFP, the execution of the Sub-Tenancy Agreement or otherwise with the Project. Any breach or non-compliance by the RFP Respondent shall, without affecting the RFP Respondent's liability for such breach or non-compliance, result in its Proposal being invalidated and if the Sub-Tenancy Agreement has been awarded, the Sub-Tenancy Agreement is liable for termination by the JCCPS without compensation.
- The RFP Respondent shall keep its Proposal open for acceptance throughout the Validity Period (or such longer period as may be agreed in writing) without unilaterally varying or amending its terms and, if applicable, without any member withdrawing or any other change being made in the composition of the shareholding, consortium or JV on whose behalf the proposal is submitted unless prior approval has been obtained from the JCCPS.
- The RFP Respondent shall ensure that it, any group company, any associated company, and the respective shareholders, partners, directors, staff, agents or consultants, will keep confidential all information and materials received from or provided to the JCCPS, including all communications and negotiations with the JCCPS, save where such information or material has come into the public domain otherwise than through the fault or negligence of the RFP Respondent.

- The RFP Respondent undertakes to indemnify and keep indemnified the JCCPS against all losses, damages, costs and expenses arising out of or in relation to any breach of any of the above terms or conditions.

Appendix 1 – Premises Specific Schedule

1. Premises

[●] (the “Premises”)

2. Permitted Trade

Restaurant Premises

3. Fixed Term

A term of [●] ([●]) years commencing on and from such date as determined by the JCCPS.

4. Option Term

A term of [●] years commencing on and from the date immediately following the expiry date of the Fixed Term.

5. Leasable Area

Approx. [●]s.f.

6. Licensed Area

Approx. [●] s.f.

7. Licence Fee

The licence fee for the licensed area is currently set at HK\$ [●] per month (inclusive of management fee for the licensed area) during the Term.

8. Proposal Deposit

An amount in Hong Kong currency equivalent to one month’s average base rent of the Term offered by the RFP Respondent, or Hong Kong Dollars [●] only (HK\$[●]), whichever is the higher, made payable to “The Jockey Club CPS Limited” to be included in the Financial Proposal submitted by a RFP Respondent.

9. Cash Deposit

A cash deposit equivalent to three months’ average monthly base rent, management and air conditioning charges and promotional levy payable for the Premises or Hong Kong Dollars [●], whichever is the higher, under the Sub-Tenancy Agreement to be signed between the JCCPS and the selected Operator.

10. Rent Free Period

A rent free period of [●] days from the commencement date of the Sub-Tenancy Agreement during which the Operator is not liable to pay the base rent and turnover rent but has to pay the management and air conditioning charges, rates, promotional levy, utility charges and other outgoings.

11. Management and Air Conditioning charges

The management and air conditioning charges, being the contributions towards the costs, charges, expenses and fees for the provision of standard air-conditioning service to the Premises during the Normal Air-conditioning Hours and the standard management services to the Premises, is Hong Kong Dollars [●] only (HK\$[●]) per month at the date of commencement of the term of the Tenancy Agreement, subject to increase from time to time during the term of the Tenancy Agreement.

12. Promotional levy

The sum payable from time to time for the provision of promotional services, being Hong Kong Dollars [●] only (HK\$[●]) per month at the date of commencement of the term of the Sub-Tenancy Agreement, subject to increase from time to time during the term of the Sub-Tenancy Agreement.

13. Bank Guarantee

A bank guarantee (in such form and on such terms as previously approved by the JCCPS) duly issued by a bank duly licensed under Section 16 of the Banking Ordinance (Cap.155) in favour of the JCCPS for a sum of one (1) month's base rent within fourteen (14) days after the JCCPS has served the Hand Over Notice on the Operator and in any event before the JCCPS delivers possession of the Premises to the Operator

14. Special Conditions

Appendix 2

This Appendix 2 is for identification and reference purposes only; and is subject to change by the JCCPS.

Content

2A – Floor Layout Plan

2B – Technical Provision

Appendix 2A – FLOOR LAYOUT PLAN

[Intentionally Deleted]

Appendix 2B – TECHNICAL PROVISION

[Intentionally Deleted]

Appendix 3

This Appendix 3 is for reference purposes only; and is subject to change by the JCCPS.

Content

3A – Relevant Schedule of Character Defining Elements

3B – Means of Escape Code Requirements

Appendix 3A – RELEVANT SCHEDULE OF CHARACTER DEFINING ELEMENTS

[Intentionally Deleted]

Appendix 3B – MEANS OF ESCAPE CODE REQUIREMENTS

[Intentionally Deleted]