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LANDS DEPARTMENT

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來函檔號 Your Ref. CB(4)/PAC/R61

我們矢志努力不懈，提供盡善盡美的土地行政服務。  
We strive to achieve excellence in land administration.

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覆函請註明本署檔號

Please quote our reference in response to this letter.

9 December 2013

Public Accounts Committee  
Legislative Council  
Legislative Council Complex  
1 Legislative Council Road  
Central, Hong Kong  
(Attn: Ms. Mary SO)

Dear Ms SO,

I refer to your letter of 28 November and would respond according to the same paragraphing of your letter:

- (a) Article 121 of the Basic Law seeks to implement paragraphs 2 and 3 of Annex III to the Sino-British Joint Declaration (JD) concerning the grant and renewal of leases during the period from 27 May 1985 (i.e. the date on which the JD came into force) to 30 June 1997. In respect of leases granted or renewed by the Hong Kong Government during such period and which extend beyond 30 June 1997, the relevant JD provisions restricted the imposition of additional premium as from 1 July 1997 in order to address the lessees' concern that substantial additional premium might be imposed by the HKSAR Government after that date. Such a restriction does not apply to the grant or renewal of leases (including Private Recreational Leases (PRLs)) by the HKSAR Government after 30 June 1997.
- (b) The policy of PRLs had remained unchanged since 1979 until 2011, following the review started by Home Affairs Bureau in 2010. There had been no change in the general lease conditions during such period. After the review, in renewing PRL leases, the provision of greater access to "Outside Bodies" (which include, among others, schools, certain subvented non-government organisations and national sports associations) is amended. According to the new lease extension conditions, the lessees are required to submit for the Secretary for Home Affairs' approval of their "opening-up" schemes and to submit quarterly reports on usage under the approved schemes. Besides, a new condition is added (where the condition is not in the existing lease) that the lessees shall not alter or add to its Memorandum and Articles of Associations without first having obtained the consent in writing of the Director of Lands. Some obsolete lease conditions have also been removed.

A list of changes in general clauses in PRLs introduced for application across-the-board after the review in 2011 is attached at Annex (excluding those relating to technical updating of clauses).

- (c) Based on the information provided by the concerned government departments, the club as referred to in paragraph 9 in Example 12 has been requested to provide explanation of their arrangement with the departments concerned. Lands D will follow up when a reply is received from the club.

As for the installation of radio base stations as referred to in paragraph 4 of Example 13, upon this department's request, the club has recently provided relevant information including details of the club's licence agreement with each of the operators. Based on the information provided, the Lands D considers that the grantee concerned has breached the lease condition on restriction on alienation. A letter has been issued to the club demanding the club either to remove the radio base stations or to submit a waiver application, if approved, will be subject to waiver fees to be imposed by Lands D.

Yours sincerely,



( Alan KL Lo )  
for Director of Lands

Annex

c.c. Secretary for Home Affairs (fax no. 2537 6319)  
Secretary for Development (fax no. 2151 5303)  
Secretary for Financial Services and the Treasury (fax no. 2147 5239)  
Director of Audit (fax no. 2583 9063)

**Conditions included in Lease Extension Documents**

**(A) New Conditions included in Lease Extension Documents**

**Clauses Relating to "Opening Up" Requirements**

Permit Outside  
Bodies to use the lot

( ) (a) Notwithstanding anything contained herein to the contrary, the Grantee shall permit the Outside Bodies (as specified in sub-clause (c) of this Special Condition) to use such part of the lot, the building and the structure thereon together with the facilities thereof as required for conducting sports-related activities for an aggregate of not less than 50 hours per calendar month.

(b) The Grantee shall submit to the Secretary for Home Affairs for approval a scheme with such details as required by the Secretary for Home Affairs on implementation of the obligation imposed in sub-clause (a) of this Special Condition prior to the commencement of the term hereby created. The Grantee shall, at his own expense, implement the scheme as approved by the Secretary for Home Affairs from time to time on the implementation of the obligation imposed in sub-clause (a) of this Special Condition (hereinafter referred to as the "approved scheme") in all respects to the satisfaction of the Secretary for Home Affairs and the Grantee shall not make any variation or substitution of the approved scheme without the prior written consent of the Secretary for Home Affairs provided that the Secretary for Home Affairs shall have the right to vary the approved scheme by serving the Grantee not less than three calendar months' prior written notice to that effect.

(c) For the purpose of these Conditions, Outside Bodies shall be as follows:

- (i) any school as defined in s. 3(1) of the Education Ordinance (Cap. 279); any regulations made thereunder and any amending legislation;
- (ii) any non-governmental organization that are receiving recurrent subvention from the Social Welfare Department;
- (iii) any national sports association that is affiliated to its respective International Federations and is a member of the Sports Federation & Olympic Committee of Hong Kong, China;
- (iv) any uniformed group and youth organisation that are receiving recurrent subvention from the Home Affairs Bureau; and
- (v) any Government department.

Permit NSA to use  
the lot

( ) (a) Notwithstanding anything contained herein to the contrary, the Grantee shall:

- (i) permit the squads and representative players recommended by the national sports association (as defined in sub-clause (c) of this Special Condition) to use such part of the lot, the

building and the structure thereon together with the facilities thereof for training or the playing of local league and related competitions sanctioned by the national sports association for an aggregate of not less than 10 hours per calendar month; and

- (ii) permit the national sports association to use such part of the lot, the building and the structure thereon together with the facilities thereof for hosting major international sporting events sanctioned by its International Federations. For the purpose of this Special Condition, the decision of the Secretary for Home Affairs on what constitutes a major international sporting function shall be final and binding on the Grantee.

(b) The Grantee shall submit to the Secretary for Home Affairs for approval a scheme with such details as required by the Secretary for Home Affairs on implementation of the obligation imposed in sub-clause (a) of this Special Condition prior to the commencement of the term hereby created. The Grantee shall, at his own expense, implement the scheme as approved by the Secretary for Home Affairs on the implementation of the obligation imposed in sub-clause (a) of this Special Condition (hereinafter referred to as the "approved NSA scheme") in all respects to the satisfaction of the Secretary for Home Affairs and the Grantee shall not make any variation or substitution of the approved NSA scheme without the prior written consent of the Secretary for Home Affairs provided that the Secretary for Home Affairs shall have the right to vary the approved NSA plan by serving the Grantee not less than [three calendar months' prior written notice] to that effect.

(c) For the purpose of these Conditions, national sports association means any sports association that is affiliated to its respective International Federation and is a member of the Sports Federation & Olympic Committee of Hong Kong, China.

Submission of  
quarterly statement

( ) The Grantee shall submit to the Secretary for Home Affairs a quarterly statement on the dates as specified by the Secretary for Home Affairs containing such details as the Secretary for Home Affairs shall require to prove to the satisfaction of the Secretary for Home Affairs that the approved scheme and the approved NSA scheme have been implemented in all aspects.

Publication of  
information

( ) The Grantee shall publish on its website information about the facilities on the lot to the satisfaction of the Secretary for Home Affairs .

#### Clause Relating to Approval Prior to Alteration of Memorandum and Articles of Association

Memorandum and  
Articles of  
Association

( ) Notwithstanding anything contained in the Companies Ordinance, any regulations made thereunder and any amending legislation permitting alteration of or addition to Memorandum and Articles of Association the Grantee shall not alter or add to its Memorandum and Articles of Association in force at the date of this Agreement without first having obtained the consent in writing of the Director.

**(B) Conditions deleted in Lease Extension Documents**

**Clause relating to "The lot to be used by other organization as requisitioned by competent authority"**

The lot to be used by other organisation as requisitioned by competent authority

( ) (a) Subject to sub-clause (b) of this Special Condition, the Grantee shall when required so to do by the competent authority permit the lot or any part thereof to be used :

- (i) for sports meetings or other similar activities of schools, youth organisations, welfare organisations; or
- (ii) for sports, physical education exercises or displays of the Armed and Auxiliary Services, Government Departments; or
- (iii) by sports teams visiting Hong Kong or participating in open sports events.

(b) The permitted uses of the lot or any part thereof specified in sub-clause (a) of this Special Condition shall not include the use of any building or structure (including, for example, swimming pools) erected thereon save and except any changing room or toilet facilities (but not any toiletry items provided therein), and shall not unduly interfere with the reasonable use of the lot or any part thereof or the facilities thereof by the Grantee, its members, their guests and sports teams for the purpose for which it is granted under these Conditions.

(c) The competent authority shall not exercise his rights hereunder unless and until he shall have given to the Grantee not less than six weeks' notice in writing and satisfied himself that such use shall not be on a weekend or public holiday, shall not exceed a maximum of 3 sessions of 3 hours each per week including all other applications by any competent authority, and shall not interfere with the proper care and maintenance of the lot or with the Grantee's own proper use thereof. Any such notice served by the competent authority shall be addressed to the Grantee at his registered office and shall specify the name of the school, youth organisation or welfare or other organization as defined in sub-clause (a) of this Special Condition, part of the lot required and the precise purpose for which, the date upon which, and the approximate number of persons for whom the lot or any part thereof is required.

Competent Authority

(d) For the purpose of this Special Condition, the competent authority shall be as follows :

- (i) The Director of Education, in respect of schools or activities organised by or under the auspices of the Education Department;
- (ii) The Director of Social Welfare in respect of welfare organisations;
- (iii) The Director of Leisure and Cultural Services in respect of groups of activities organised by or under the auspices of the Leisure and Cultural Services Department;
- (iv) The Secretary for the Civil Service in respect of Government Departments or activities organised by or under the auspices of a Government Department

- or Departments; and
- (v) The Secretary for Home Affairs in respect of all other matters referred to in sub-clause (a) of this Special Condition.

Clause relating to "Conditions for the requisition of the lot"

Conditions for the requisition of the lot

- ( ) Upon any requisition of the lot or any part thereof by the competent authority under Special Condition (13) hereof it shall be lawful for the Grantee to provide as a condition of such requisition that :
- (a) any damage to the lot or any part thereof or any building or structure thereon (including a swimming pool) occurring during the occupation of the lot or any part thereof by the body for whom it was requisitioned shall be made good and repaired by the Grantee at the expense of such body which shall pay for the same upon the production by the Grantee of a certificate of costs from the contractors who carried out such repairs;
- (b) any increase in insurance premium which may become payable as a result of such requisition or as a result of the occupation of the lot or any part thereof by the body for whom it was requisitioned shall be paid by such body;
- (c) the body for whom the lot or any part thereof is requisitioned shall at its own expense insure with an insurance company approved by the Grantee against death, injury, loss or damage from whatever cause arising from the use of the lot by such body and shall prior to using the lot lodge the insurance policy together with the receipt for the premium with the Grantee, and if such body shall fail to lodge with the Grantee the insurance policy and the receipt for the premium in manner aforesaid it shall be lawful for the Grantee to refuse the use of the lot, or any part thereof by such body; and
- (d) any miscellaneous charges including the cost of electricity, gas, water, electrical equipment, microphones and marking of grounds incurred as a result of the occupation of the lot or any part thereof by the body for whom it was requisitioned shall be paid by such body.

**(C) Conditions amended in Lease Extension Documents**

**Amended clause relating to Liability for damage or loss resulting from requisition of the lot**

Liability for damage or loss resulting from requisition of the lot

( ) The Government shall not be liable for any damage or loss sustained by the Grantee by reason of the use of the lot, the building and the structure thereon together with the facilities thereof or any part thereof by any Outside Bodies or national sports association .

**Original clause**

Liability for damage or loss resulting from requisition of the lot

( ) The Government shall not be liable for any damage or loss sustained by the Grantee by reason of any requisition of the lot or any part thereof by the competent authority or by reason of the occupation of the lot or any part thereof by the body for whom it was requisitioned under Special Condition ( ) hereof unless the body so occupying the lot is a Government Department.

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