

Property Management Services Agreement

Of

(Name of Property)

(Address of Property)

物業管理服務合約

(物業地址)

(物業名稱)

The Assignor hereby engage and the Manager hereby accepts the provision of property management services to the Property for the period of years commencing from day of to day of (both dates inclusive).

委託人現謹聘任及經理人現謹接受向物業提供物業管理服務，由 年 月 日至 年 月 日為期 年(包括首尾兩天)

3. Duties of the Manager

經理人職責範圍

3.1 Apart from the specific responsibilities specified in this Agreement, the Manager shall have the full rights, duties and responsibilities of the Manager in managing the Property as stipulated in the D.M.C. The Manager shall execute and exercise such rights, duties and responsibilities according to the stipulations contained therein.

除本合約中規定的具體責任，經理人之權力、職務及責任原則上與物業公契所賦予物業經理人之權力與義務相同，並按照物業公契所訂條款相應執行其工作。

3.2 Prior discussion and consent shall be obtained from the Assignor before the Manager shall determine the salary package, deploy, transfers, dismiss any staff of the Property. The Assignor should serve written notice to the Manager should it discover the performance of any staff of the Property is substandard or unacceptable, and the Manager shall change the concerned staff within 14 days from receipt of the notice.

有關物業管理工作人員之僱用、調派及解僱薪酬，經理人需與委託人商討及先徵得委託人同意。但如有個別物業員工不稱職時，委託人應以書面要求提出更換，經理人按照勞工法例及有關僱傭合約要求，必須在接獲通知後十四天內將不稱職物業員工更妥當。

3.3 If duly authorized in writing by the Assignor, the Manager shall act on behalf of the Assignor to initiate legal action against any tenants/owners who are in default to make payments of any nature including but not limited to management fee, renovation contribution funds, sinking fund deposit and or any other outgoings as specified in the D.M.C.

業戶主欠交管理費、物業維修分攤費、基金、按金或物業公契上指定應付之一切費用，當經理人發出書面催交信過期仍未繳付者，經理人獲委託人批准及授權後，代表委託人入稟法庭向欠費業主追討有關欠費。

3.4 In the event of initiating legal action, an administrative fee of HK\$250 per case shall be payable to the Manager by the Assignor. All other charges/expenses incurred including court fee, search fee, copy charges and any necessary outgoings shall be payable via the

Property's Account. All compensation received as adjudicated by court shall be deposited into the Property's Account.

經理人入稟法庭起訴有關欠費時，需收取委託人每件案件行政費港幣 \$250，另加法庭費用，查冊費、影印費及其他一切引致費用，一切費用先由物業管理賬項內支出，但勝訴後法庭判決欠費業主支付所有欠款項連同上述附加費用將存回物業管理賬內。

- 3.5 Upon receipt of written approval and authorization from the Assignor, the Manager shall take out proper insurance with respect to the common area of the Property as well as coverage for public liability. Premium shall be settled against invoice(s). In the event that any/all insurance(s) shall be taken out by the Assignor, the Manager shall be covered by the insurance policy(ies) and copy(ies) of the insurance policy(ies) shall be forwarded to the Manager for record. If the Assignor shall disagree with the Manager to take out the necessary insurance(s) as proposed, if any, and/or the Assignor shall fail to take out proper and adequate coverage by itself, the Manager shall in no event be liable or responsible for any damages that incurred due to the lack of insurance coverage.

經理人獲委託人批准及授權後，經理人有權代物業購買一切公共設備產業保險及公眾責任保險，保險費則為實報實銷。如委託人自行購買上述保險，受保範圍必須包括經理人，並將保單影印本交經理人存案。另外，如委託人不接受經理人提議購買上述保險，其本身又不自行購買，當物業發生任何意外引致公共設備受損或涉及公共責任之損失，經理人概不負任何責任。

- 3.6 Upon receipt of written approval and authorization from the Assignor, the Manager shall, act on behalf of the Assignor; negotiate/discuss any management matter relating to the Property with relevant government authorities.

經理人獲委託人批准及授權後，經理人可代表委託人向政府部門或其他機構商討或交涉有關物業管理事宜。

- 3.7 The Manager should attend all the meetings convened by the Assignor to review the income and expenditure accounts as well as management matters related to the Property. All related agenda and minutes of meetings shall be prepared and distributed by the Manager.

經理人需出席委託人召開的會議，檢討物業收支賬目、經理人管理事宜及委託人提議的項目。經理人需負責編寫會議議程、會議紀錄及分發給委託人。

4. Arrangement for the Property's Management Account

物業管理賬項處理

4.1. With effect from Date of Commencement, the Assignor should determine the amount of management fee payable by each unit. The Manager shall act, on behalf of the Assignor, to collect and deposit all monies into a separate bank account of the Assignor. The Manager shall submit within a period of not more than one month for the previous monthly Property management expenditure account with supporting debit notes and bank vouchers for the Assignor' written approval. The Assignor should confirm Monthly Income and Expenditure Account with the Manager within one month upon receipt.

由此合約開始日期，物業每個單位每月應付之管理費數字由委託人釐定，由經理人代收，所收款項將存入委託人在銀行開設之獨立戶口，每月管理支出由委託人審核經理人呈交之收支賬目連單據收條後；由委託人於一個月內確認有關賬目。

4.2. The Manager shall deposit all monies into the trust bank account as soon as practical. The Manager shall not bear any liability for robbery but should exercise due care and report the case to police and insurance agent.

經理人代收之費用須盡快存入指定銀行獨立信託戶口內，如被搶劫，將依法報警處理及申報保險索償，經理人不需負賠償責任。

4.3. During the term of this Agreement, the Manager should have obtained prior approval from the Assignor to execute any repair work the value of which exceeds the amount of HK\$3,000. In case of emergency, break down of common facilities, the Manager shall have the right to pay the repair cost in advance subject to both verbal and written consent shall have obtained from the management committee of the Assignor.

合約期間一切維修工程如超過叁仟元正，必須先得到委託人批准後方能開支，但如在緊急情況下，公共設備發生故障，未能及時與委託人接觸時，經理人可知會委託人其中一名代表經口頭或書面同意後，有權代支有關維修工程費用。

4.4. During the term of this Agreement, the Assignor agrees to pay a fixed monthly charge to the Manager as follows:

委託人同意每月固定包賬形式支付經理人下列費用：

4.4.1. Manager's Remuneration:	HK\$
經理人酬金	港幣\$
4.4.2. Finance & Accounting Fee:	HK\$
會計財務費	港幣\$
4.4.3. HQ's Administration Fee:	HK\$
總寫字樓行政費	港幣\$
4.4.4. Day/Night Shift Officer's Patrol Fee:	HK\$

- | | |
|---|----------------------------|
| 日、夜更主任巡查費 | 港幣\$ |
| 4.4.5. Maintenance of Pumping and Electrical systems:
供水及供電系統保養費 | HK\$
港幣\$ |
| 4.4.6. Salary for Property staff:
物業員工薪酬
(Includes: Off duty Reliever, Staff Wage, Year-end bonus, Mandatory
<u>Provident Fund, Employee Compensation and Uniform</u>)
(包括：休假替更、員工薪酬、年終賞金、強制性公積金、
<u>僱員賠償保險及制服等</u>) | HK\$
港幣\$ |
| 4.4.7. Total:
總額： | <u>HK\$</u>
<u>港幣\$</u> |
- 4.5. Monthly fixed charge for the item 4.4. payable to the Manager should be reviewed and agreed by both parties after the Date of Expiry of this Agreement according to the consumer price index or pay trend in security services sector over a year earlier.
此合約期滿日期後，經理人可調整第 4.4.項每月固定費用，並需獲委託人協議後執行，幅度按香港消費物價指數或管理員薪酬趨勢調查統計按年變動。
- 4.6. Other Property management expenses (such as cleaning services charge, electricity charge, water charge, insurance fee, audit fees, printing & general stationery, travelling & postage, daily operational sundry expenses and contingency repair expense) should be settled against invoices or auto pay by the Assignor.
其他管理上之一切開支(例如：清潔服務費、電費、水費、保險費、核數費、一般文具/影印費、工作所需交通/郵寄服務費用、其他日常物業營運雜項開支及維修事項費用支出)，均以實報實銷方式處理。
- 4.7. All payments due under these provisions will be paid to the Manager within 7 days of invoices thereof being sent to the Assignor; otherwise the Manager has the right to voluntarily suspend the service, without a prior notice to the Assignor until the outstanding payment settled. The Assignor shall pay a late payment charge at the rate of 2 per cent per month on the unpaid balance from the due date to the date of payment.
如管理費乃直接存入經理人自行開設之銀行戶，如遇到入不敷支情況，委託人必需在經理人發出支賬通知單日起計七天內付款予經理人，否則經理人有權自行暫停提供服務，而不需事先通知委託人，直至委託人繳清應繳之費用為止(但無損經理人追收欠款之權利)，過期未付之費用，將會以月息兩厘或按比例收取。

4.8. The Assignor agrees the Manager to keep an operational fund in the amount of HK\$. The monies will be deposited into a trust bank account of the Manager without bearing any interest for miscellaneous expense of daily management operation of the Property. The Assignor will reimburse the total expenditure incurred to the Manager monthly upon approval of the Income and Expenditure Account of the Property for the foregoing month.

委託人同意合約期內給予經理人港幣\$ 作為營運金，此項營運金為免息存於經理人戶口內，作為物業每月經常性費用支出。如物業收支確有不敷情況出現，透支之數需由委託人每月補充給經理人。

4.9. The Manager should only be responsible to settle the expenses of Property Management Account during the term of this Agreement and bear no liability for any arrears incurred before the Date of Commencement of this Agreement.

經理人只負責支付由此合約期生效起計物業支出，合約開始日期前物業所欠任何費用，一概與經理人無涉。

5. Renewal and Termination of Management Agreement

管理合約續約與終止方式

5.1. The Manager should serve written notice to remind the Assignor regarding expiry of contract not later than 2 months from the date of expiry. If no notice to quit is served by each party, this contract will be automatically renewed on a year basis with same terms and conditions, except the monthly fixed charge payable to the Manager. The said charge should be reviewed and agreed by both parties, thereafter.

合約期滿前兩個月經理人須書面通知委託人合約屆滿期限，倘雙方無任何書面通知對方不續約，此合約將會自動按年延續，如此類推，所有合約條款照舊，但經理人每月所收之包賬費用按雙方協議調整。

5.2. Notwithstanding the appointment is for 2 years under clause 2 hereof, any party, who wishes to terminate the contract is at liberty to serve 3 months written notice or make cash compensation in total amount of 3 months' expenditure for item 4.4 to other party after first 3 months from Date of commencement. If only written notice has been served for terminating the contract, the Assignee should still exercise the duties in managing the property during these 3 months.

合約期內任何一方如欲終止此合約，必須在合約生效三個月後，給予對方三個月書面通知終止合約；如不足三個月通知期，即根據本合約第 4.4 項中費用按日計算，以作代通知金。但在該通知期間內，收取管理費權力及工作必需仍由經理人負責。

5.3. Each party should settle all outstanding payments to other party within one month upon termination of the Agreement.

當此合約終止不再續約時，雙方均需在合約期滿後之一個月內清付一切欠款予對方。

5.4. If the Assignor does not intend to renew the contract, incoming building manager appointed by the Assignor cannot employ on-site building staff of the Manager unless such act is agreed by the Manager. Otherwise, the Manager reserves the right to claim for any loss and damages.

如委託人不再續約時，除獲經理人同意，否則由管理合約屆滿起計一年內委託人聘請之新經理人均不能僱用經理人派駐物業之管理員工，否則經理人將保留一切法律上所賦予權力，要求賠償損失。

6. Others

其他事項

6.1. During the term of this Agreement except such claim is the result of or due to the act default, negligence or omission of the assignee, its servants, employees, contractors or agents, the Assignee shall not be held liable for any damages, destruction occurred to the Property (or part thereof) or injuries or death resulted from any accident or act of God (including fire, storm, flood, robbery etc), and no claims of any nature whatsoever could be initiated against the Assignee. The Assignee, however, should investigate and arrange subsequent follow-up actions and as well to lodge insurance claims.

在合約期間，如有發生任何意外及天災人禍等事件(包括火警、水浸、劫案等)，以致物業公共設備受到損毀，破壞或導致人命傷亡等事一概與經理人無涉，亦不得以任何方式追究法律責任和金錢之損失，惟經理人需負起事件查究，善後處理工作及申報保險賠償(因經理人僱員失職所引致的損失除外)。

6.2. The Assignor may advise the Manager in writing the area where improvement or repair is required. Upon receipt of the advice, the Assignee should within 14 days from such notice from the Assignor reply to the Assignor providing the Manager the time frame for completing the improvement or repair when such whether or not such improvement or repair is required by any government authorities. The Manager shall, other than handling such improvement or repair, be responsible to communicate with the concerned government authorities.

管理工作如有未盡善之處，委託人有權以書面提出要求改善，經理人需在接獲通知後十四天內書面回覆委託人處理改善時間及限期。如非經理人職責範圍及管轄的問題，經理人須將事件通知有關機構或政府有關部

門跟進／處理。

- 6.3. The Manager is only responsible for collecting, on behalf of the Assignor, the monthly management fee and/or any other charges as approved by the Assignor. The Manager shall keep the Assignor fully inform of the details of such defeat in payment. Where legal actions shall be required, all costs involved shall be at the account of the Assignor.
經理人只負責代表委託人向各業戶收取每月之管理費及委託人通過收取的費用。如追收程式須由法律途徑追收，一切引起有關之法律費用均由委託人支付。
- 6.4. The Manager shall complete bookkeeping and required accounting matters such as preparation of ledgers, the Income and Expenditure Account, Balance Sheet as well as the Property management report monthly, and shall submit the same to the Assignor for endorsement on a regular basis but such works does not include any formal professional auditing of such accounts.
經理人負責會計簿記入賬所需事項，包括制備分類賬目、試算表及結算每季物業收支表及資產負債表予委託人確認，但不包括任何正式專業賬目審計工作範圍。
- 6.5. Member of the Assignor and/or any tenant are expected NOT to lend money to any staff of the Manager. In case, incident of this nature shall occur in private, the Manager will not be held responsible for any consequence and/or be regarded as failure to perform in this contract.
經理人嚴禁所有職員向物業任何業戶私下借貸金錢如有違反，經理人無須負責，亦不同意作為失職論。
- 6.6. The Manager does not encourage its staff to solicit gratuity from owner/tenant of the Property on festivals such as Chinese New Year.
經理人極力反對任何職員自行向各業戶索取節日賞金或新年利是，惟委託人同意，而業戶自動給與，則不作此限。
- 6.7. Unless approved by the Assignor, the Manager shall only provide Property management service but not others such as home-assistance service or installation of equipment.
經理人提供管理工作以外的服務（例如：家居服務）或安裝任何設備等，須得到委託人同意後方可進行。
- 6.8. For technical project under a contract sum of HK\$ _____, the Manager will not levy any administrative fee. While for project over a contract sum of HK\$ _____ and without an independent consultant being employed to supervise the project, the Manager shall have the right to levy certain administrative fee at the rate to be mutually agreed by

both parties.

港幣\$ 以下工程，經理人不收取任何工程行政費；港幣\$ 以上工程，若委託人沒有聘請獨立顧問公司進行工程監督，經理有權收取若干工程行政費，並需獲雙方協議後執行。

- 6.9. Both of the Manager and the assignee shall undertake to keep the terms and conditions of this contract in confidence, and shall not either during the continuance of this Agreement or at any time thereafter disclose to any third party such information unless such disclosure is required by law or such disclosure is for obtaining legal or professional advice. Any person who has not been authorized by the Manager or the Assignee shall not take photocopy, distribute or disclose any details of this agreement to any third party or organizations. The party who divulges such information contrary to this clause shall be responsible for such unauthorized disclosure and shall be liable for loss.

委託人及經理人需承擔本合約保密義務，於此合約期間或其後任何時間均不得透露任何信息給任何第三方；除非獲得雙方書面同意外，任何人士不可將本合約內容資料影印、分派或披露予任何其他人事或組織，若因擴散或遺失而引致糾紛由洩密方負責。

- 6.10. This Agreement shall be governed by and construed in all respects in accordance with the laws of The Hong Kong Special Administrative Region (“HKSAR”), and the parties hereby irrevocably submit to the jurisdiction of the HKSAR courts.

本合約受香港法律約束，雙方亦同意服從香港法庭的非獨有司法管轄權。

- 6.11. In confirmation of agreement as contained herein, both of the Manager and the assignee shall sign this agreement and each party shall keep one of the duplicate copies.

本合約分為一式兩份，委託人及經理人簽署生效各執一份為憑。

- 6.12. In the event of discrepancy or inconsistency between this English version of the terms and conditions and the Chinese version of this agreement, the English version shall prevail.

本合約所有條款及細則之中、英文版如有歧異，概以英文版為準。

IN WITNESS whereof the parties hereto have duly executed this Agreement on the date first above written.

本合約雙方當事人在上述日期簽署本合約，特此為證。

SIGNED WITH CHOP for and on behalf of)

)

)

)

代表簽署及蓋印)

in the presence of:-)

見證人簽署)

SIGNED WITH CHOP for and on behalf of by)

)

)

)

代表簽署及蓋印)

in the presence of:-)

見證人簽署)