

**Planning Department
The Government of the Hong Kong Special Administrative Region**

Licence Agreement for Using Government Digital Planning Data

This Licence Agreement dated the _____ day of _____ 20____ is a legal agreement between the Customer and the Government pursuant to which the Data required by the Customer in the Form are supplied and under Licence No. _____ (*to be completed by Planning Department*).

DEFINITIONS

1. In this Licence, unless the context otherwise requires, the following expressions have the following meanings :

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| “the Charge” | means the charge or charges payable by the Customer to the Government for the supply of Data as calculated and specified in the price list of the Government from time to time; |
| “the Computer Configuration” | means the assembly of computer equipment used by the Customer at the Customer’s location for storing, processing, retrieving, displaying and outputting the Data supplied under the Licence Agreement; |
| “the Licence Agreement” | means the agreement entered into between the Government and the Customer for the supply of the Data on the terms and conditions herein contained; |
| “the Customer” | means any individual, body of persons, corporate or unincorporated who enters into this Licence Agreement with the Government and whose name and address are set out in the Form; |
| “the Data” | means the planning data in digital form produced and owned by the Government and supplied to the Customer under this Licence Agreement; |
| “the Form” | means the order form to be filled in and completed by the Customer to enable the Government to supply the data under request as specified in the order form; |
| “the Government” | means the Government of the Hong Kong Special Administrative Region; |
| “the Government’s Representative” | means the Director of Planning or any person duly authorised by him to act for and on his behalf under this Licence Agreement; |

“the Licence” means the non-exclusive non-transferable licence to use the Data in the manner, for such purposes, in the Computer Configuration, at the location within the Territory as set out in this Licence Agreement;

“the Computer Terminal” means the computer terminal on which the Data supplied under this Licence Agreement is displayed;

“Territory” means the Hong Kong Special Administrative Region.

2. Each gender includes the others and vice versa.

3. The singular includes the plural and vice versa.

GENERAL TERMS AND CONDITIONS

1. The Data under this Licence Agreement is supplied to the Customer on the basis of the particulars and information provided by the Customer in the Form and on the warranty and undertaking that such particulars and information so provided are true and accurate.

2. The use of the Data supplied under this Licence Agreement shall be restricted to the Computer Configuration, for the purposes and at the location within the Territory as specified in the Form.

3. The Customer shall pay the Charge to the Government for the supply of Data as specified in the Form within fourteen (14) days from the date of the demand note issued by the Government.

4. All money paid to the Government under this Licence Agreement shall not be refundable, in any circumstances, whether in part or in whole for any reason whatsoever.

5. The Government’s representative will notify the Customer to collect the purchase Data within fourteen (14) days of the settlement of the payment for the Charge.

6. If the Data supplied is found to be corrupted or defective within one (1) calendar month from the date of collection by the Customer, the Government’s representative shall replace the Data free of charge. The Data will not be regarded as corrupted or defective if it can be loaded into and displayed on the computer system of the Government’s Representative.

7. The Customer shall allow the Government’s Representative to have access without prior notice to the Customer’s location for the purpose of verifying the Computer Configuration in which the Data is stored and used for the purposes and in the manner as specified in the Form by the Customer.

8. The Customer shall notify the Government’s representative in writing any changes to the Computer Configuration, purposes and location as specified in the Form within one (1) calendar month of the occurrence of such changes. Failure to notify as set out herein shall entitle the Government to terminate this Licence Agreement forthwith without notice.

9. This Agreement may be terminated by the Government’s Representative immediately in notice if the Customer is in breach of any of the terms of this Agreement.

10. Upon termination of the Licence Agreement for whatsoever reason, the Customer shall immediately cease using the Data and confirm to the Government's representative in writing within fourteen (14) days that he is no longer in possession of the Data or any part thereof in any medium or in any form and that the same has been permanently erased and/or duly destroyed, as the case may be. The Government's representative shall have the right to enter the Customer's premises at any location to inspect the computer equipment of the Customer and to take such related steps to ensure that the written confirmation so given by the Customer is accurate.

11. The Customer acknowledges that in the event the Licence Agreement is terminated for any reason and he continues to maintain possession or use of the Data in any medium or in any form, he shall be held liable for any infringement of copyright or other intellectual property rights the Government may have in the same and may be called upon to compensate the Government for any loss or damage.

12. The Government shall not be responsible to install the Data or provide any training in the use of the Data and gives no warranty that the data can be processed on the Computer Configuration.

13. The Customer acknowledges that the data has not been prepared to meet his individual requirements and purposes and that he will not have any recourse against the Government for any damage or loss he may suffer in any use or attempted use of the Data.

14. The Government gives no warranty that the data is error-free or is fit for the purposes mentioned in the Form and the Government shall in no way be held liable for any loss or damage which may be suffered by the Customer or any other person from the use of the Data howsoever caused.

15. Except as expressly provided in this Licence Agreement, no warranty, condition, undertaking or term expressed or implied is given or assumed by the Government.

16. The Customer acknowledges that the total liability of the Government in any event under the Licence Agreement will not exceed the aggregate of the sums received by the Government under this Licence Agreement.

17. The Government remains the owner of the Data at all times. The Customer shall not copy or otherwise infringe any intellectual property rights the Government may have in the data, whether in whole or in part.

18. Prior written consent must be obtained from the Government before the Customer is permitted to incorporate the Data (or any part thereof, whether on hard copy, in digital form or in any other form) in any product(in whatever media) for distribution to any third party, with or without charges.

19. In the event that prior written consent is given by the Government in the preceding paragraph, the Customer shall pay to the Government such royalty payments as may be determined by the Government. The Customer shall display on and in the products containing the Data an acknowledgement with the following wording "Planning Data reproduced with permission of the Director of Planning. © Hong Kong".

20. The Customer shall not be entitled to assign, novate or transfer the whole or any part of the benefit of this Licence Agreement or any obligation under it to any party without the prior written consent of the Government's Representative.

21. This Licence Agreement is not exclusive. The Government's Representative shall be at liberty to supply the Data to any other party for their use and application upon the terms to be agreed with those parties.

22. All notice which are required to be given in this Licence Agreement shall be in writing and shall be sent to the address of the recipient set out in this Licence Agreement or such other addresses as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered by hand or by hand or by pre-paid letter or facsimile and shall be deemed to have been served by hand when delivered, if by post 48 hours after posting and if by facsimile when dispatched.

23. This Licence Agreement, the Form and the Guideline for Ordering Government Digital Planning data represent the entire agreement and understanding between the parties hereto with respect to the subject matter and supersedes any other agreements, understandings, representations or warranties written or verbal, that the parties hereto may have had or given, each party warrants to the other that it has not relied on any such representation or warranty in entering into this Licence Agreement.

24. This Licence Agreement shall be governed by and construed in accordance with the Laws of Hong Kong and the parties hereby submit to the exclusive jurisdiction of the courts of Hong Kong.

18 January 2000

Signed by the authorized representative of the Customer for and on its behalf

Signature _____

Name _____

Title _____

Date _____

Company Chop