



HK\$22,000  
weekly rate / Tramcar

## ICONIC TRAMCAR

Remarks

- All bookings are on first-come-first-served basis
- All bookings are non-cancellable
- The weekly rate does not include production, installation, dismantling and reinstatement costs
- 10% Agency Commission is applicable
- 15% Peak Season Loading is applicable from Mar to May and Sep to Dec 2021
- Minimum booking is 4 weeks
- All Tramcars run randomly along all routes
- HK Tramways Limited does not undertake to run Tramcars on any particular route at any particular time
- JCDecaux Cityscape Standard Terms & Conditions apply



## SIGNATURE TRAMCAR

Remarks

- All bookings are on first-come-first-served basis
- All bookings are non-cancellable
- The weekly rate does not include production, installation, dismantling and reinstatement costs
- 10% Agency Commission is applicable
- 15% Peak Season Loading is applicable from Mar to May and Sep to Dec 2021
- Minimum booking is 4 weeks
- All Tramcars run randomly along all routes
- HK Tramways Limited does not undertake to run Tramcars on any particular route at any particular time
- JCDecaux Cityscape Standard Terms & Conditions apply

HK\$24,000  
weekly rate / Tramcar



# Terms & Conditions

## 1. Definitions

- a. "Company" shall mean Top Result Promotion Limited and shall include its successors and assigns.
- b. "Advertiser" shall mean the person, firm or company placing the Order and shall include its successors and assigns.
- c. "Order" shall mean the order placed by an Advertiser with the Company for the Displaying of an Advertisement and any additional services it is requesting.
- d. "Advertisement" shall mean the stickers or any materials provided by the Advertiser to the Company to be Displayed.
- e. "Acknowledgement of Order" shall mean the acknowledgement in writing from the Company that it has accepted an Order from an Advertiser.
- f. "Charges" shall mean those amounts charged by the Company to Display the Advertisement and to provide any additional services requested by the Advertiser.
- g. "Display", "Displayed" and "Displaying" shall mean the exhibition of the Advertisement on the exterior of a tramcar.
- h. "Commencement Date" shall mean the date for the commencement of the Displaying of the Advertisement.
- i. "Creative Production" shall mean any special materials and creations erected or placed on or in the tram car for the display of advertising messages.

## 2. Agencies and Commission

- a. An Advertiser shall be liable for payment of all Charges for Orders placed by it and shall be deemed to have full authority in all matters connected with the placing of Orders or their amendments.
- b. An agency commission, at the Company's current rate, is available to all accredited, recognised advertising agencies and shall be calculated on the net value of the Charges for an Order less any costs or discounts allowed.

## 3. Terms

The placing of an Order by the Advertiser with the Company shall constitute the Advertiser's agreement that these Terms & Conditions shall apply to the exclusion of any other terms stipulated, incorporated or referred to by the Advertiser. No variation of these terms shall be effective unless made by a written agreement signed by the Company and the Advertiser.

## 4. Acceptance

No Order placed by an Advertiser shall be deemed to have been accepted until the Company has completed an Acknowledgement of Order and returned it to the Advertiser.

## 5. Delivery

All Advertisements for Display and any additional materials shall be delivered by the Advertiser, at its expense, to the Company at its address or to such other address or addresses as the Company shall specify, not less than seven (7) days prior to the Commencement Date.

## 6. Display

The Company shall, subject as provided below and so far as is reasonably possible, Display each Advertisement throughout the period specified in the Order commencing on or as close to the Commencement Date specified in the Order as is reasonably possible with no less than three (3) days lead time required for preparation. Charges shall accrue from the date of commencement of the Display or the specified Commencement Date whichever is the later.

## 7. Late or Non-Delivery

In the event of late delivery or non-delivery of the Advertiser's Advertisement and materials, the Charges for the Order shall still be due and payable within 30 days of the Commencement Date. In the event the Advertiser has failed to deliver its Advertisement and materials or has delivered them late the Company shall have the absolute right to Display any alternative advertisements during the period the Advertiser's Advertisements were scheduled to be Displayed.

## 8. Right of Rejection & Removal

The Company shall have the absolute right at any time to refuse to Display or continue to Display any Advertisement, which it determines in its sole discretion is objectionable, unsuitable, impractical, illegal, libellous, likely to give offence, or which either the Company or Hong Kong Tramways Limited ("HKT") or the Government of Hong Kong SAR has decided should not be Displayed for reasons including, but not limited to, the circumstances described at Condition 26 below. If an Order in whole or in part, has been cancelled as a consequence of the foregoing, the Company shall have no responsibility or liability to the Advertiser in respect of the same and, to the extent that the Order has not been cancelled, it shall continue in full force and effect.

## 9. Indemnification and Hold Harmless

The Advertiser hereby undertakes to indemnify and hold harmless the Company and HKT from any and all liability of whatever nature arising out of any third party claims or sanctions filed against or imposed upon the Company and HKT in relation to the content of Advertisement provided by the Advertiser.

## 10. Payment

Unless otherwise stipulated by the Company and subject to clause 11 below, all Charges shall be paid before the Commencement Date of the Display. The Company shall have the right to cancel any Order when payment is overdue.

## 11. Deposit

The Company may require a deposit not less than 25% of the value of the Charges for an Order. For any Order which has a Display period of eight (8) weeks or less the Company may require full payment of the Charges in advance of the Display or Commencement Date, whichever is sooner.

## 12. Interest

- a. Interest on all Charges due and owing after 30 days from the Commencement Date of the Display shall accrue at the rate of 2% above the HSBC base rate per calendar month until payment is received.
- b. Payment shall be made in Hong Kong dollars (unless otherwise specified) at the office of the Company without any deduction or set off.

## 13. Dates of Displaying

The Company shall use all reasonable endeavours to Display the Advertisements on the dates specified in the Order, with not less than three (3) days lead time required for preparation, but in the event it is not possible to do so despite the best good faith efforts of the Company it shall not be liable to the Advertiser for any liabilities, claims, costs or damages of any kind.

## 14. Damage or Loss

The Company shall not be responsible for any loss of or damage to Advertisements or any other materials supplied to the Company except insofar as such loss or damage arises due to the gross negligence of the Company, its employees or agents, and in any event (a) if the loss or damage shall occur prior to or subsequent to Display, the Company's liability shall never exceed the original cost to the Advertiser of the lost or damaged Advertisements or other materials or (b) if the loss or damage shall occur upon or, during Display then the Company's liability shall be determined in accordance with Condition 20.

## 15. Force Majeure

The due performance of any Order is subject to suspension, variation or cancellation by the Company by reason of war, riot, explosion, fire, flood, typhoon, strike, lock-out or any cause beyond the Company's control.

## 16. Statutory Requirements

The Company accepts full responsibility for compliance with the law so far as it has effects on the use of any site for the Displaying of Advertisements to which an Order relates. However, the Advertiser shall indemnify the Company and HKT against all liabilities, claims costs and damages of any kind which arise from the subject matter or contents of the Advertisement.

## 17. Cancellation

Without prejudice to Condition 8 hereof, the Company may cancel an Order by giving notice in writing to the Advertiser not less than two (2) weeks prior to the specified Commencement Date. The Advertiser may cancel an Order by giving notice in writing to the Company not less than ten (10) weeks prior to the Commencement Date. In lieu of written notice, an Advertiser may pay to the Company the full amount of the Charges for any Order it wishes to cancel. In the event of a cancellation of an Order by an Advertiser, it shall forfeit all deposits or advances paid in respect of the said Order to the Company. The Advertiser shall pay to the Company an amount equal to 5% of the value of the Charges for the cancelled Order as liquidated damages within 30 days of the date of the invoice from the Company for the Order, unless and to the extent that deposits or advances have already been forfeited in relation to that Order.

## 18. Condition of Advertisement

All rates include the maintenance of the display of the Advertiser's materials in good condition and for this purpose the Advertiser is required to change advertising materials every 12 weeks. The Company shall only be liable in respect of any damaged or incorrect display if the defects have not been remedied six (6) working days after notification of the same to the Company by the Advertiser.

## 19. Schedule

The Company may, within its sole discretion at any time re-schedule an Advertiser's Advertisements unless a pre-agreed premium has been paid.

## 20. Limit on Liability

The Company's liability for non-Displaying, incorrect Display or Display of a damaged Advertisement shall not exceed the Charge for the Display of that Advertisement for the period of such non-Display, incorrect Display or Displaying of the damaged Advertisement. The Advertiser shall notify the Company as soon as it becomes aware of any non-Display, incorrect Display or Displaying of any damaged Advertisement and if the Advertiser fails to do so the Company shall not be liable to the Advertiser.

## 21. Indemnity

The Advertiser shall hereby undertake to fully indemnify the Company and Hong Kong Tramways Limited, and their respective associated companies, from and against any loss, damage, expense, actions, proceedings, fees, liabilities and claim, as may be caused to any of the two parties aforesaid by reason of or arising out of the design and/or display of the advertisements provided by the Advertiser.

## 22. Change of Terms

(a) The Company reserves the right at any time but with not less than ten (10) weeks' notice in writing served on the Advertiser to alter the Charges hereunder and any of these Terms and Conditions. Any such alterations shall take effect on the date specified by the Company or ten (10) weeks after service of written notice on the Advertiser whichever is the later. The Advertiser shall be entitled to cancel or terminate without any payment for any Order by giving notice in writing to the Company within 10 days of the service of alteration of the Charges on the Advertiser and (b) in the event that the Company ceases to be a licensee for tramcar advertising, the Advertiser agrees that Hong Kong Tramways Limited (or such licensee as it shall direct) shall take up the Company's rights and responsibilities under the Order and these Terms and Conditions.

## 23. Assignment

The Advertiser shall not assign any benefit under this Order without the consent in writing of the Company.

## 24. Company's Lien

The Company shall be entitled to a general lien on all Advertisements and other materials in the Company's possession for all the amount of all Charges or other sums, whether liquidated or not, due from the Advertiser to the Company.

## 25. Notices

Any notice given hereunder may be delivered or sent by hand or by post and shall be deemed to be served if sent by hand at the time of delivery and if sent by post to the address of the party to be served specified on the Order or such other address as may be notified in writing from time to time 48 hours after posting.

## 26. Governing Law and Standards

- a. This agreement shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong SAR") and the Advertiser submits to the jurisdiction of the Courts of the Hong Kong SAR.
- b. Advertisements will not be accepted for, or retained for Display if, in the sole opinion of the Company, they:
  1. Are calculated to demoralise, extenuate crime, break the law, or incite persons to do so;
  2. Are indecent or obscene;
  3. Are likely to offend the general public due to the nature of the product or service being advertised or because of the wording of the product or of the Advertisement, or the possibility of its defacement;
  4. Advertise films which have not been granted permission for public exhibition or which do not show the certificate from the Television and Entertainment Licensing Authority. The attention of Advertisers particularly for "Teaser" campaigns is drawn to Note (ii) below;
  5. Might offend or wound racial susceptibilities or seek to incite racial controversy;
  6. Refer to religious or sacred subjects in a manner that might give offence or seek to use advertisements as a medium for religious controversy;
  7. Feature an image of the Hong Kong currency that is an offence under the laws of Hong Kong SAR;
  8. Are of a political or religious nature;
  9. Might foment social unrest;
  10. Do not comply with the laws of Hong Kong SAR or the By-Laws of HKT;
  11. Conflict with the Hong Kong Code of Advertising Practice;
  12. Contain animation, illustrations or copy which are distorted or exaggerated in such a way as to convey false impressions; are calculated to deceive the public, contain statements of an extravagant nature, denigrate other products or services, or are in any way either directly or through implication defamatory;
  13. Contain animation or illustrations that depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the written consent of that person is obtained and produced to the Company. The Company will require an indemnity against any action by that person or on that person's behalf before such animation, illustrations, quotations or references will be accepted;
  14. Might adversely affect in any way the interests of the Company.
  15. Promote the business or image of public transport competitors of Hong Kong Tramways Limited.

## Notes:

- i) The attention of Advertisers is drawn to the fact that Advertisements depicting murder, scenes of terror, horror, acts of violence, nudity or having sexual connotations will come under special scrutiny.
- ii) Advertisements must carry some indication as to their source if this is not already implied in the copy.
- iii) To obviate last minute difficulties and the possibility of wasted production costs, the Company will willingly advise on the likelihood of an Advertisement's acceptability before production starts.
- iv) 'Slipping' to cover portions of a Display is considered to be undesirable and cannot be undertaken.
- v) Designs incorporating features resembling the logos of Hong Kong Tramways, JCDecaux Cityscape or Top Result Promotion must be specially submitted for prior approval.