



An Outline of Terms and Conditions on Scout Properties

Pursuant to the circular re-categorization with effect from 1 January 2018, this Circular substitutes Estate Circular No. 01/2007 issued on 15 August 2007 with contents unchanged.

Scout properties refer generally to those land and premises held by the Scout Association of Hong Kong. The property documents, mainly in the form of land grant and tenancy agreement issued by Government, tenancy agreement by Housing Authority, and deed of assignment etc, should all be executed by the Association. The subject unit and/or the respective management body should thoroughly understand and undertake to obey all the terms and conditions before the Association completes the signatory. In fact, the terms and conditions of every property vary from each other. Generally speaking, they can be summed up in the following aspects:

- (1) The property document clearly designates the lease term and period, and property boundaries annotated with a plan indicating the area, partitioning, users' constraints on specific locations and permitted uses;
- (2) Rentals are usually charged at a concessionary or nominal rate while the rates, repair & maintenance charges, capital improvements, and other expenses and fees related to the property shall be borne by the respective unit;
- (3) Without the prior consent from the Association, the Government and respective authorities, the property or any part thereof cannot be used or permitted or suffered to be used for any purpose other than the approved usage. For example, the property cannot be used as sleeping quarters or domestic premises, or to allow any person to remain in the premises overnight without prior consent;
- (4) The property or any part thereof cannot be assigned, underlet or disposed of its possession;
- (5) The property should be maintained in a good and tenantable condition including its land, building structure, building services, e.g. ventilation, fire services, waterworks and electrical installations, security system, drainage, road, car parking spaces, slope, retaining wall, pier etc. For property with sea, foreshore and waterworks in the proximity, the statutory requirements on pollution prevention shall be observed and fulfilled;
- (6) During the lease term, the subject unit should hold relevant licences in connection with the activity carried out in the property and fulfil Buildings Ordinance, Regulations and other statutory requirements etc, e.g. Hotel and Guesthouse Accommodation Ordinance and Deed of Mutual Covenant. Related insurance coverage should be adequately provided;
- (7) The subject unit shall observe carefully the constraints drawn up in the property title document on the development of the property. For any development plan proposed involving demolition, construction, addition and/or alteration of buildings and structures, prior consent should be sought from the Association, the Government and respective authorities. Also Buildings Ordinance, Regulations and other statutory requirements etc should be complied with;
- (8) Except with prior consent, the land and slope etc adjoining the property cannot be cut away, removed or set back. For trees and other landscape, their treatment should follow strict regulations;
- (9) On the termination or expiration of the lease or tenancy, the subject unit should deliver up vacant possession of the property together with completed reinstatement of the building structures, fixtures and fittings etc back to the original state of accommodation; and

- (10) If the unit breaches the terms and condition or it is due to other reasons, the Government and respective authorities have full power to terminate the lease or tenancy and resume, re-enter upon and retake possession of all or any part of the property with no compensation.

When handling the affairs regarding the property, the subject unit or the respective management body should have the obligation to comply and fulfil all the requirements as stipulated in the property title document and relevant legislation. When there are any uncertainties, it is necessary to consult the respective Estate/Management Committee of the Region/Campsite etc. Whenever appropriate, advice from the Association, legal practitioner and/or relevant professional has to be sought to secure the benefits of the Association.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Terence LO
Assistant Chief Commissioner (Estate)