

Guidelines in Handling Applications from
Utility Companies for Installations
inside Government Road Tunnels

Suggested Conditions of Licence

1. The Licensee shall observe and comply with all Ordinances, bye-laws, rules, regulations or other enactments relating to the Tunnel which are or may at any time be in force in Hong Kong and shall be subject to any authority appointed under any such Ordinances.
2. Pursuant to Clause (1) above, the Licensee shall apply for an Excavation Permit and/or Expressway Works Permit for any excavation works in connection with their installation work and/or works on expressways. For Tsing Ma Control Area and Tsing Sha Control Area, the Licensee shall apply for a Road Works Permit for any road works.
3. The Licensee shall provide all reasonable facilities for representatives of the Director of Highways (DHY) to be present during execution of any of the works and any visits hereby authorized and shall take such precautions as such representatives may recommend to avoid any damage to the property of the Government which in the opinion of such representatives is likely to arise as a result thereof.
4. The Licensee shall carry out the works hereby authorized in all respects in conformity with all conditions as may be imposed by and to the satisfaction of DHY and the Commissioner for Transport (the Commissioner).
5. The Licensee shall make good or if DHY so requires shall pay on demand to the Licensor the costs of making good any damage, loss or injury which may occur to any Government property, and shall indemnify the Licensor in respect of any damage, loss or injury which may occur to any employee of the Government arising out of or in connection with the execution of any works by the Licensee, its servants, agents, workmen or contractors.
6. The Licensee shall hold the Licensor free from any cost or liability arising out of or as a result of any damage to the Utility which may occur as a result of the installation, operation, maintenance or repair of the Tunnel or any structure, utility services or other Government equipment or property whatsoever therein.
7. The Licensee shall not commence the Repair Works in the area of the Tunnel unless and until the Commissioner shall have first been consulted in respect thereof and has

given his written approval thereto. The Licensee, its servants, agents, workmen and contractors shall, when in the area of the Tunnel, be subject at all times to any directions given by the authorized officers of DHy and the Commissioner in connection with the control and safety of vehicular traffic using the Tunnel, including the obligation to leave the Tunnel.

8. The Licensee shall forthwith consult with, and shall observe any directions of DHy and the Commissioner in the event that the Utility is likely to affect materially the Tunnel or anything contained therein.

9. The Licensee shall ensure that the Repair Works and any necessary works of excavation within the Tunnel Area shall be planned and carried out in close liaison with DHy and the Commissioner, so that any interruption to the vehicular traffic passing through the Tunnel shall be reduced to a minimum.

10. The Licensee shall carry out all works hereby authorized in a good and workmanlike manner to the satisfaction of DHy so as to cause as little damage or disturbance as possible to the Tunnel, and shall take all necessary precautions and do all acts and things necessary for the security of the Utility to ensure that no injury or loss is suffered by any members of the public using the Tunnel, and shall carry out from time to time such maintenance, repairs or other works at its own expense in connection with the Utility as may be required by the DHy PROVIDED ALWAYS that if the Licensee shall fail to carry out the necessary maintenance, repairs or other works in compliance with this sub-clause (the decision of DHy as to such failure shall be final) the Licensor may carry out any such maintenance, making good, repair or other works and the Licensee shall pay to the Licensor on demand a sum equal to the cost thereof, such sum to be determined and certified by DHy whose determination and certification shall be final and shall be binding upon the Licensee.

11. In the event of any damage or disturbance being caused to the Tunnel as a result of the exercise by the Licensee of any of the rights or liberties hereby granted or otherwise the Licensee shall pay to the Licensor on demand the cost of making good such damage or disturbance and of reinstating the Tunnel to its former good condition such cost to be determined and certified in writing by DHy whose determination and certification shall be final and shall be binding upon the Licensee.

12. At the expiration or sooner determination of this Agreement the Licensee shall at its own expense remove the Utility and after such removal shall pay to the Licensor the cost of reinstating the Tunnel in all respects to the satisfaction of DHy provided that if DHy shall be of the opinion that such removal of the Utility as aforesaid should not be carried out at the termination of this Agreement, the Licensee shall pay to the Licensor a sum equal to the total

cost of removal of the Utility and of reinstatement of the Tunnel, such sum to be determined by DHy whose determination shall be final and shall be binding upon the Licensee.

13. The Licensor may require the Licensee to remove the Utility or to divert the course of the Utility if the same shall be required for the improvement of Hong Kong or the Tunnel or for any other public purpose whatsoever (as to which the decision of the Director of Lands shall be final) one calendar month's notice in writing being given to the Licensee of its being so required, and upon the exercise of this power the Licensee shall forthwith on or before the expiration of such notice at its own expense effect such removal or diversion in a good and workmanlike manner and in all respects to the satisfaction of DHy and the Commissioner. If the Licensee fails to effect such removal or diversion when so required by the Licensor as aforesaid the Licensor may cause the necessary removal or diversion works to be carried out at the cost of the Licensee who shall pay to the Licensor on demand a sum equal to the cost thereof, such sum to be determined by DHy whose determination shall be final and shall be binding upon the Licensee.

14. For any proposed alterations to the locations and fixing details of the Utility before, during, or after installation, the Licensee shall submit the proposal together with drawings to DHy for approval prior to implementing the alterations.

15. The licensee shall, within one calendar month from the completion date of the works, provide DHy with as-constructed drawings in which the locations of the Utility are shown with other features in the vicinity and in sufficient details such as cross-sections of the tunnel, elevations and plans, and the fixing details of any attachments onto the tunnel structures. The scale of the as-constructed drawings shall be such that the locations of the Utility and the fixing details are shown clearly to the satisfaction of DHy.

16. The Licensee shall indemnify the Licensor, its officers and servants, against all actions, claims, costs and demands of whatsoever nature brought or made against the Licensor, its officers or servants by reason of any act or omission done or omitted to be done by the Licensee in connection with the exercise of the rights and liberties hereby granted or the performance of any obligations of the Licensee under this Agreement.

17. Wherever in this Agreement it is provided that the Licensor or its duly authorized officers referred to in this Agreement shall or may carry out works of any description (whether on behalf of the Licensee or on the failure of the Licensee to carry out such works or otherwise) at the cost of the Licensee or that the Licensee shall pay or repay to the Licensor or to its duly authorized officers on demand the cost of such works; such cost

shall include such supervisory and overhead charges as may be fixed by the Licensor or by its duly authorized officers.

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- Notes:*
1. Regional Offices should delete whichever is not applicable in para 2. Any detailed requirements should be imposed as Additional Conditions of the Permit.
 2. The term "Utility" should cover all concerned utility installations and equipment in the application.
 3. "Repair Works" means any works of repairs or replacement of the installed facilities. The term used should be consistent with that defined elsewhere in the Licence.