

**SAMPLE ADDITIONAL CONDITIONS OF CONTRACT
FOR
NOISE BARRIERS WITH TRANSPARENT PANELS**

[BLANK PAGE]

ACC Noise Barrier

- (1) Further to NEC Clause 26.1 the sub-contracting of the Noise Barrier Works (as defined in the Particular Specification Section []) shall not relieve the *Contractor* from any liability or obligation under the contract and it shall be responsible for the acts, defaults and neglects of the Noise Barrier Works Subcontractor (as defined in the Particular Specification Section []) (“NBWSC”) or the suppliers, employees or workers of the NBWSC as fully as if they were the acts, defaults or neglects of the *Contractor*.
- (2) The Noise Barrier Works shall remain in a condition conforming to the requirements set out in the Particular Specification Section [] for a period of 10 calendar years commencing from the date of Completion stated in the certificate of Completion with respect to the *works* (except Landscape Softworks and Establishment Works (as defined in the Scope)) (“**certificate of Completion**”) issued pursuant to NEC Clause 30.
- (3) For the purposes of this clause, if different certificates of Completion have been issued for different *section* of the *works* (except Landscape Softworks and Establishment Works) pursuant to NEC Clauses 30 and X5, the expression “certificate of Completion” means the last of such certificates.
- (4) The *Contractor* undertakes that in the event that the Noise Barrier Works fail to remain in the condition conforming to the requirements set out in the Particular Specification Section [] for a period of 10 calendar years commencing from the date of Completion stated in the certificate of Completion issued pursuant to NEC Clause 30 as stated in sub-clause (2) above, it shall, as soon as reasonably practicable after receipt of notification by the *Client*, carry out at its own cost all repair or replacement work including emergency and Temporary Works which are necessary in the opinion of the *Client* to ensure that the Noise Barrier Works conform to the requirements set out in the Particular Specification Section []. All repair or replacement work including emergency and Temporary Works shall be carried out by the *Contractor* at times as specified by the *Client* so as not to interfere with the proper use and functioning of the completed *works*. If such repair or replacement work is not carried out by the *Contractor* in accordance with this sub-clause, the *Client* may, without prejudice to any other remedy, proceed to carry out such work by its own workers or by other contractors and the cost properly incurred by the *Client* in having such work carried out shall be a debt due to the *Client* from the *Contractor* and shall be paid to the *Client* by the *Contractor* immediately on demand.
- (5) The *Contractor* shall enter into a sub-contract with the NBWSC in the Standard Form of Domestic Subcontract published by the Hong Kong Construction Association and shall within 21 calendar days of so doing give deliver to the *Client* a copy of the said executed sub-contract with only such amendments as may previously have been approved by the *Client* in writing.
- (6) The *Contractor* shall be responsible for submitting to the *Client* within 21 days of the appointment of the NBWSC a Deed of Warranty duly executed by the NBWSC in favour of the *Client* in the form appearing at **Appendix []** to the *additional conditions of contract* with only such amendments as may previously have been approved by the *Client* in writing.
- (7) The submission of the Deed of Warranty referred to in sub-clause (6) above is a condition precedent to the issue of the certificate of Completion.
- (8) (a) Except in respect of those Intellectual Property Rights referred to in sub-clause (c), the *Contractor* hereby undertakes and warrants to the *Client* that it is the sole legal and beneficial owner of all Intellectual Property Rights subsisting in the design of the Noise Barrier Works.

- (b) Upon the issue of the certificate of Completion of the *works* (except Landscape Softworks and Establishment Works) or after termination, abandonment or breach of the contract, the *Contractor* is deemed to have granted to the *Client*, its authorised users and the subsequent owners and occupiers of the *works* free of all fees a transferable, sub-licensable, non-exclusive, worldwide, perpetual and irrevocable licence to utilize, use and copy the design of the Noise Barrier Works or any part(s) thereof in connection with the construction of the *works* and/or the subsequent alteration, extension and maintenance thereof and for any purpose connected with construction, use, maintenance, alteration or demolition of the *works* (unless otherwise stated in the Scope) and for other purposes as stated in or contemplated by the Scope and the contract.
- (c) To the extent that legal and beneficial ownership of any Intellectual Property Rights in the design of the Noise Barrier Works is vested in anyone other than the *Contractor* or the *Client*, the *Contractor* procures at its own cost and expense that the relevant legal and beneficial owner grants a licence together with an indemnity to the *Client*, its authorised users and the subsequent owners and occupiers of the *works* upon the same terms mutatis mutandis as those set out in sub-clauses (b) and (f) respectively.
- (d) For the avoidance of doubt, any licence and indemnity granted pursuant to this clause is not determined if the *Contractor* for any reason ceases to be employed in connection with the *works* or the *Contractor's* obligation to Provide the Works be terminated.
- (e) Upon the *Client's* request, the *Contractor* is to do such acts and execute all such deeds and documents (or procure that the same be done or executed) as the *Client*, its authorised users or the subsequent owners or occupiers of the *works* may require for vesting in the *Client*, its authorised users and the subsequent owners and occupiers of the *works* all or any of the rights referred to in this clause. The *Contractor* bears its own costs and expenses in relation thereto.
- (f) The *Contractor* indemnifies the *Client* against all claims, proceedings, actions, damages and losses incurred or sustained by the *Client* arising from the use of the design of the Noise Barrier Works (irrespective of whether the Intellectual Property Rights therein are owned by the *Contractor* or other parties) by the *Client* for purposes referred to in sub-clause (b). The *Contractor* shall at its own cost grant a like indemnity to the subsequent owners or occupiers of the *works* upon request of the *Client*.

APPENDIX [] to additional conditions of contract

Form of Noise Barrier Works Subcontractor's Warranty for Noise Barrier

THIS DEED OF WARRANTY

is made the [] day of [] []

BETWEEN

(1) [] [whose registered office is at] / [of]
[] (the Noise Barrier Works Subcontractor); and

(2) The Government of the Hong Kong Special Administrative Region (the *Client*).

WHEREAS

- (A) By a contract no. (the contract) made between the *Client* and (the *Contractor*) and dated the [] day of [] [] the *Contractor* agreed to execute and complete certain works as more particularly described in the contract relating to _____ (the *works*) upon the terms and conditions contained in the contract.
- (B) The Noise Barrier Works Subcontractor (the Subcontractor) has had an opportunity of reading and noting the provisions of the contract (save for those parts of confidential commercial nature).
- (C) By a contract dated [] (the Subcontract) made between the *Contractor* and the Subcontractor, the Subcontractor agreed to *design, manufacture, supply and *construct and *supervise the Noise Barrier Works forming part of the *works*. The Noise Barrier Works are defined in the Particular Specification.
- (D) Pursuant to the terms of the contract, the *Contractor* agreed to procure the provision of a Warranty on the terms and conditions now set out and executed by the Subcontractor.
- (E) At the request of the *Contractor*, the Subcontractor agreed to provide this Warranty.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Unless otherwise specified, terms used in this Warranty shall have the meaning assigned to them in the contract. The Subcontractor hereby warrants and undertakes to the *Client* that:
- (a) it has executed and completed and will execute and complete the [] [depends on services provided in respect of the Noise Barrier Works] of the Noise Barrier Works, and it has carried out and will carry out each and all of the obligations, duties and undertakings of the Subcontractor under the Subcontract when and if such obligations, duties and undertakings, shall become due and performable, in accordance with the terms of the Subcontract (as the same may from time to time be varied or amended with the consent of the *Client*); and
- (b) it will supply the *Client* with all information as the *Client* may reasonably require from time to time in relation to the progress of the [] [depends on services provided in respect of the Noise Barrier Works] construction of the Noise Barrier Works.

2. Without limiting the Subcontractor's obligations and liabilities under Clause 4 hereof, the Subcontractor undertakes to indemnify the *Client* against each and every liability which the *Client* may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the *Client* provided that the Subcontractor shall have no greater liability to the *Client* by virtue of its undertaking under this Clause 2 than the liability of the *Contractor* to the *Client* under the contract in so far as and to the extent that the same has arisen by reason of any breach by the Subcontractor of its obligations, duties and undertakings under the Subcontract.
3. Without prejudice to the generality of Clauses 1 and 2 hereof, the Subcontractor further warrants :-
- (a) that the [] [depends on services provided in respect of the Noise Barrier Works] shall be suitable for use as part of the works;
 - (b) that the [] [depends on services provided in respect of the Noise Barrier Works] shall conform to the performance requirements set out in the Particular Specification for a period of ten years from the date of Completion stated in the certificate of Completion with respect to the works (except Landscape Softworks and Establishment Works) issued pursuant to the NEC Clause 30;
 - (c) that the materials, goods and workmanship supplied by the Subcontractor in connection with the Noise Barrier Works shall be and remain of good quality and be fit for the purposes for which they are intended; and
 - (d) that all reasonable skill, care and diligence has been and will be exercised in connection with the design of the Noise Barrier Works (if the design is carried out by the Subcontractor).
4. (a) The Subcontractor undertakes that in the event of a failure or defect in the Noise Barrier Works discovered at any time during the period referred to in Clause 3(b), it shall, as soon as reasonably practicable after receipt of notification by the *Client*, carry out at its own cost all repair or replacement work including emergency and Temporary Works which is necessary in the opinion of the *Client* to ensure that the Noise Barrier Works conform to the warranties set out in Clause 3 hereof. All repair or replacement work including emergency and Temporary Works shall be carried out by the Subcontractor at times as specified by the *Client* so as not to interfere with the proper use and functioning of the completed works. In the event that such repair or replacement work is not carried out by the Subcontractor in accordance with this Clause 4(a), the *Client* may, without prejudice to any other remedy, proceed to carry out such work by its own workers or by other contractors and the cost properly incurred by the *Client* in having such work carried out shall be a debt due to the *Client* from the Subcontractor and shall be paid to the *Client* by the Subcontractor immediately on demand.
- (b) The Subcontractor undertakes to indemnify the *Client* against all losses and claims for injury or damage to any person or property whatsoever which may be caused by any failure or defect in the Noise Barrier Works to conform to the warranties set out in Clause 3 hereof and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
 - (c) The Subcontractor undertakes to make good or, at the option of the *Client*, pay to the *Client* the cost of making good any damage, loss or injury which may occur to any property of the *Client* and undertakes to recompense the *Client* in respect of any damage, loss or injury which may occur to any employee of the *Client* caused by failure or defect in the Noise Barrier Works to conform to the warranties set out in Clause 3 hereof in the Noise Barrier Works.
 - (d) Provided that nothing in Clauses 4(b) and (c) shall be deemed to render the Subcontractor

liable for or in respect of or to indemnify the *Client* against any compensation or damages for or with respect to :

- (i) failure or defect in the Noise Barrier Works caused by work which was not constructed by the Subcontractor, or
- (ii) failure or defect in the Noise Barrier Works caused by repair, maintenance or alteration to the Noise Barrier Works (other than the repair or replacement work carried out by the *Client's* own workers or other contractors in accordance with Clause 4(a) hereof) done after the date of Completion stated in the certificate of Completion with respect to the *works* (except Landscape Softworks and Establishment Works) issued pursuant to the provisions of the contract by persons other than the Subcontractor or its servants or agents.

or for or in respect of all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

- 5. In the event of different certificates of Completion having been issued for different *section* of the *works* (except Landscape Softworks and Establishment Works) pursuant to NEC Clauses 30 and X5, the expression “certificate of Completion” shall, for the purpose of Clause 3(b), Clause 4(d)(ii) and Clause 9(b), mean the last of such certificates issued.
- 6. No allowance of time by the *Client* hereunder or by the *Contractor* under the Subcontract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Subcontract on the part of the *Client* or the *Contractor*, nor anything that the *Client* or the *Contractor* may do or omit or neglect to do, shall in any way release the Subcontractor from any liability under this Warranty.
- 7. The Subcontractor agrees that it will not without first giving the *Client* not less than twenty-one (21) calendar days' prior notice in writing exercise any right it may have to terminate the Subcontract or treat the same as having been repudiated by the *Contractor* or withhold performance of its obligations, duties and undertakings under the Subcontract.
- 8.
 - (a) In the event that the contract or the employment of the *Contractor* under the contract is terminated for any reason whatsoever and if so requested by the *Client* in writing within twenty-one (21) calendar days of such termination, the Subcontractor shall carry out and complete its obligations under this Warranty and shall enter into a novation agreement with the *Client* and the *Contractor* in which the Subcontractor will undertake inter alia to perform the Subcontract and be bound by its terms and conditions as if the *Client* had originally been named as a contracting party in place of the *Contractor*. The said novation agreement will be in such form as the *Client* may reasonably require.
 - (b) In the event that the *Client* does not require the Subcontractor to enter into a novation agreement as required by sub-clause (a) of this Clause, the Subcontractor shall have no claim whatsoever against the *Client* for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
- 9.
 - (a) Except in respect of those Intellectual Property Rights referred to in sub-clause (c), the Subcontractor hereby undertakes and warrants to the *Client* that it is the sole legal and beneficial owner of all Intellectual Property Rights subsisting in the design of the Noise Barrier Works.
 - (b) Upon the issue of the certificate of Completion of the works (except Landscape Softworks and Establishment Works) or after termination, abandonment or breach of contract, the Subcontractor shall be deemed to have granted to the *Client*, its authorised users and the subsequent owners and occupiers of the works free of all fees a transferable, sub-licensable, non-exclusive, worldwide, perpetual and irrevocable licence to utilize, use and copy the

design of the Noise Barrier Works or any part(s) thereof in connection with the construction of the works and/or the subsequent alteration, extension and maintenance thereof and for any purpose connected with construction, use, maintenance, alteration or demolition of the works (unless otherwise stated in the Scope) and for other purposes as stated in or contemplated by the Scope and the contract.

- (c) To the extent that legal and beneficial ownership of any Intellectual Property Rights in the design of the Noise Barrier Works is vested in anyone other than the Subcontractor, the Subcontractor shall procure at its own cost and expense that the relevant legal and beneficial owner shall grant a licence together with an indemnity to the *Client*, its authorised users and the subsequent owners and occupiers of the works upon the same terms mutatis mutandis as those set out in sub-clauses (b) and (f) respectively.
 - (d) For the avoidance of doubt, any licence and indemnity granted pursuant to this Clause shall not be determined if the Subcontractor shall for any reason cease to be employed in connection with the works.
 - (e) The Subcontractor shall, at the request of the *Client*, do such acts and execute all such deeds and documents (or procure that the same be done or executed) as the *Client*, its authorised users or the subsequent owners or occupiers of the works may require for vesting in the *Client*, its authorised users and the subsequent owners and occupiers of the works all or any of the rights referred to in this Clause. The Subcontractor shall bear its own costs and expenses in relation thereto.
 - (f) The Subcontractor hereby indemnifies the *Client* against all claims, proceedings, actions, damages and losses incurred or sustained by the *Client* arising from the use of the design of the Noise Barrier Works (irrespective of whether the Intellectual Property Rights therein are owned by the Subcontractor or other parties) by the *Client* for purposes referred to in sub-clause (b). The Subcontractor shall at its own cost grant a like indemnity to the subsequent owners or occupiers of the works upon request of the *Client*.
10. In the event of any ambiguity or conflict between the terms of the Subcontract and this Warranty, the terms of this Warranty shall prevail.
11. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the *Client* may have against the Subcontractor whether in tort or otherwise.
12. The *Client* shall be entitled to assign the benefit of this Warranty at any time without the consent of the Subcontractor being required.
13. All documents arising out of or in connection with this Warranty shall be served :-
- (1) Upon the *Client* at [] marked for the attention of [] and
 - (2) Upon the Subcontractor at [] Hong Kong
14. The *Client* and the Subcontractor may change their respective nominated addresses for service of documents to another address in Hong Kong but only with prior written notice to each other. All demands and notices must be in writing.
15. This Warranty shall be governed by and construed in all respects according to the laws for the time being in force in the Hong Kong Special Administrative Region.

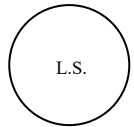
16. (a) Any dispute or difference of any kind whatsoever between the *Client* and the Subcontractor arising under, out of or in connection with this Warranty shall be referred to arbitration in accordance with the provisions of the Arbitration Ordinance (Cap. 609) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. All the provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause. Subject to sub-clauses (b) and (c) of this Clause, the Hong Kong International Arbitration Centre Domestic Arbitration Rules (2014) (the Arbitration Rules) shall apply to any arbitration instituted in accordance with this Clause 16 unless the parties agree to the contrary.
- (b) Notwithstanding any provision of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be the Hong Kong Special Administrative Region unless the parties otherwise agree.
- (c) Article 20.1 of the Arbitration Rules shall be deleted and replaced by:
- “20.1(a) The arbitration proceedings are private and confidential between the parties and the arbitrator. Subject to the provisions of section 18 of the Ordinance and these rules, no information relating to the arbitration shall be disclosed by any person without the written consent of each and every party to the arbitration. Disclosures are permissible where disclosures –
- (a) are necessary for implementation or enforcement;
 - (b) are required by the parties’ auditors or for some other legitimate business reason;
 - (c) are required by any order of the courts of Hong Kong or other judicial tribunal;
 - (d) are necessary for the making of claims against any third party or to defend a claim brought by any third party.
- 20.1(b) Notwithstanding Article 20.1(a) and subject to the following provisions, the party comprising the Government of the Hong Kong Special Administrative Region (the Government party) may disclose the outline of any dispute with the other party and the outcome of the arbitration to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Government party shall inform the other party. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the outcome of the arbitration without the written consent of the other party but such consent shall not be unreasonably withheld. The other party shall be deemed to have given its consent to disclosures on the expiry of the first 6 months from the date of the outcome of the arbitration. The other party may, if it considers necessary to protect the sensitive nature of certain information relating to it, request the Government party to disclose such specified information to the said Committee strictly on a confidential basis. If the Government party considers that there are legitimate grounds to accede to the other party’s request, the Government party shall convey the request to the said Committee for its consideration.”
- (d) In the event that the *Client* is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under, out of or in connection with the contract (the Contract Dispute) then provided that an arbitrator has not already been appointed pursuant to Clause 16(a), the *Client* may by notice in writing to the Subcontractor require, and the Subcontractor shall be deemed to have consented to, the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

- (e) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of acceptance or consent, determination, certificate, statement of objection, assessment or valuation of the *Project Manager*, *Supervisor* or the *Contractor* relating to the dispute or difference.

* - Delete if not applicable.

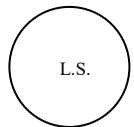
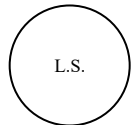
IN WITNESS whereof this Warranty has been executed as a deed on the date first above written.

(a) SIGNED, SEALED and DELIVERED)
by [insert name of sole proprietor])
trading as [name of the firm])
in the presence of:)
)
) *[Signature of the sole*
.....) *proprietor]*
[Name])
[Occupation])
[Address])



Or

(b) SIGNED, SEALED and DELIVERED by)
[]¹ and)
[]²) *[Signature of the individual*
being the partners of [name of Subcontractor]) *partner]*
in the presence of:)
)
) *[Signature of the individual*
.....) *partner]*
[Name])
[Occupation])
[Address])



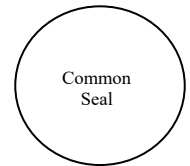
Or

¹ Insert name(s) of partners. Add more names if there are more partners.

² Insert name(s) of partners. Add more names if there are more partners.

(c) Executed and delivered)
as a deed and the COMMON SEAL)
of [name of Subcontractor])
was affixed in the presence of)
[] its [director(s) or)
director and secretary or person(s) authorized to)
sign the contract by its board of directors]³)
in the presence of a witness:)
))
.....)
[Name])
[Occupation])
[Address])

*[Signature of the director(s)
etc]*



Or

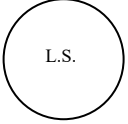
(d) Executed and delivered)
as a deed)
by [name of Subcontractor])
acting through)
[] (its sole director))
or)
[] and)
[] (its directors))
or)
[] (its director) and)
[] (its company secretary)⁴)
in the presence of a witness:)
))
.....)
[Name])
[Occupation])
[Address])

*[Signature of the director(s)
etc]*

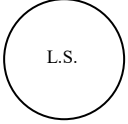
Or

³ Select the correct expression for use. If none is applicable, insert an appropriate expression.

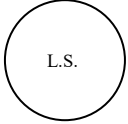
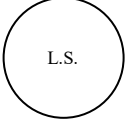
⁴ Select the correct expression for use. If none is applicable, insert an appropriate expression.

(e) SIGNED, SEALED and DELIVERED by)
 [name of Subcontractor] by [])
 his[^]/her[^]/its[^] attorney under power of attorney)
 dated []) *[Signature of the attorney]* 
 in the presence of:)
)
)
 [Name])
 [Occupation])
 [Address])

Or

(f) ⁵SIGNED, SEALED and DELIVERED)
 by [name of participant] being a participant)
 of the [name of the unincorporated joint venture])
 in the presence of:)
) *[Signature of the participant]* 
)
)
 [Name])
 [Occupation])
 [Address])

Or

(g) ⁶SIGNED, SEALED and DELIVERED) *[Signature of the individual*
 by [name of partner] and [name of partner]⁷) *partner]* 
 being the partners of [name of participant])
 being a participant)
 of the [name of the unincorporated joint venture]) *[Signature of the individual*
 in the presence of:) *partner]* 
)
)
)
)
)
 [Name])
 [Occupation])
 [Address])

Or

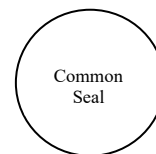
⁵ Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the incorporated joint venture.

⁶ Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the incorporated joint venture.

⁷ The deed shall be executed by all the partners. Add more names if required.

[^] Delete as appropriate.

(h) ⁸Executed and delivered)
as a deed and the COMMON SEAL)
of [name of participant] being a participant)
of the [name of the unincorporated joint venture]) *[Signature of the director(s)*
was affixed in the presence of) *etc]*
[] its [director(s) or)
director and secretary or person(s))
authorized to sign the contract by its)
board of directors]⁹)
in the presence of a witness:)
))
.....)
[Name])
[Occupation])
[Address])



Or

(i) ¹⁰Executed and delivered)
as a deed)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture])
acting through)
[] (its sole director)) *[Signature of the director(s)*
or) *etc]*
[] and)
[] (its directors))
or)
[] (its director) and)
[] (its company secretary)¹¹)
))
in the presence of a witness:)
))
.....)
[Name])
[Occupation])
[Address])

Or

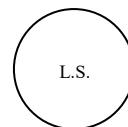
⁸ Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the incorporated joint venture.

⁹ Select the correct expression for use. If none is applicable, insert an appropriate expression.

¹⁰ Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the incorporated joint venture.

¹¹ Select the correct expression for use. If none is applicable, insert an appropriate expression.

(j) ¹²SIGNED, SEALED and DELIVERED)
 by [name of participant] being a participant)
 of the [name of the unincorporated joint venture])
 by [])
 ^his/^her/its^ attorney under power of attorney) *[Signature of the attorney]*
 dated [])
 in the presence of:)
)
)
 [Name])
 [Occupation])
 [Address])



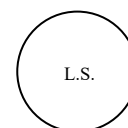
Notes for selection of sample attestation clauses in a deed for use by a single Subcontractor:

- (a) For use where the Subcontractor is a sole proprietor.
- (b) For use where the Subcontractor is a partnership.
- (c) For use where the Subcontractor is a company incorporated in Hong Kong and executes the deed with a Common Seal.
- (d) For use where the Subcontractor is a company incorporated in Hong Kong and executes the deed without a Common Seal.
- (e) For use where the Subcontractor executes the deed under a power of attorney.

Notes for selection of sample attestation clauses in a deed for use by an unincorporated joint venture:

- (f) For use where the joint venture participant is a sole proprietor.
- (g) For use where the joint venture participant is a partnership.
- (h) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.
- (i) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.
- (j) For use where the joint venture participant executes the deed under a power of attorney.

SIGNED, SEALED and DELIVERED by)
 the *Client* by)
 [insert name and appointment of officer])
 in the presence of:)
)
) *[Signature of the officer]*
)
 [Name])
 [Occupation])
 [Address])



¹² Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the incorporated joint venture.

^ Delete as appropriate.