



**Invitation for Applications**  
**Hong Kong Food Truck Pilot Scheme**

**Tourism Commission**  
**Commerce and Economic Development Bureau**

**March 2016**

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## GLOSSARY OF TERMS

1 Terms and expressions used in this Invitation Document shall, unless the context requires otherwise, have the meanings ascribed to them in this Glossary.

“Agreement”	means an agreement to be entered into between an Operator of a Food Truck and each of the Venues for the operation a Food Truck under the Pilot Scheme.
“Applicant”	means any natural person, sole proprietorship, partnership or Company submitting an application in response to this Invitation Document.
“Application”	means an application made in response to and in the manner required under this Invitation Document.
“Application Form”	means the Application Form contained in Annex A hereto.
“Commencement Date”	means a date to be appointed by the Commissioner for Tourism being the date on which operation of the Scheme is to take effect under an Agreement.
“Company”	shall have the meaning ascribed to it under the Companies Ordinance (Cap. 622).
“Electrical and Mechanical Services Department”	means the Electrical and Mechanical Services Department of the Government.
“End Date”	means the date on which all Agreements come to an end and which date shall be the last day of the second year from the Commencement Date .
“Environmental Protection Department”	means the Environmental Protection Department of the Government.
“Fire Services Department”	means the Fire Services Department of the Government.
“Food and Environmental Hygiene Department”	means the Food and Environmental Hygiene Department of the Government.

“Food Truck”	means a motor vehicle which (a) contains a compartment for preparation, cooking and selling of food to customers and in respect of which a Food Factory Licence has been issued by the Director for Food and Environmental Hygiene; and (b) is classified, registered and licensed as a special purpose vehicle by the Transport Department.
“Government”	means the Government of Hong Kong.
“Hong Kong”	the Hong Kong Special Administrative Region.
“Invitation” or “Invitation Document”	means this document together with its Annexes hereto inviting Applications from members of the public to participate in the Scheme.
“Notice of Conditional Recommendation”	means the Notice of Conditional Recommendation issued to the Selected Applicants pursuant to Paragraph 41 below.
“Operator”	means a Selected Applicant who is recommended by the Tourism Commission and has entered into an Agreement with the Venues to operate a Food Truck under the Scheme.
“Pitch”	means one or more of the pitches located within the Venues at which the Food Trucks are to be operated under the Scheme. The locations of the Pitches are shown for identification purpose on the Plans contained in Annex G hereto.
“Scheme”	means the Hong Kong Food Truck Pilot Scheme.
“Selected Applicant”	means an Applicant who receives a Notice of Conditional Recommendation pursuant to Paragraph 41 below.
“Selection Panel”	means the panel responsible for the selection of Applicants to be recommended to the Venues to participate in the Scheme.

- “Signature Dish” means the signature dish as provided by the Applicant in Item 3.1.4 of the Application Form in Annex A hereto.
- “Start-up Micro-enterprise” means :-
1. a natural person who intends to participate in the Scheme; or
  2. a sole proprietorship / partnership / company which was set up less than two years before the date of submission of an Application having or is to have less than 10 employees for the Food Truck business.
- “Tourism Commission” means the Tourism Commission of the Government.
- “Transport Department” means the Transport Department of the Government.
- “Venues” means those venues as set out in Annex F hereto and where the context permits or requires shall include the venue owners or operators.

- 2 In this Invitation, unless the context otherwise requires, the following rules of interpretation shall apply –
- 2.1 references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions for the time being in force; and shall include all subordinate legislations made under those statutes;
  - 2.2 words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders;
  - 2.3 references to a day mean a calendar day; and
  - 2.4 references to a month or a monthly period mean a calendar month.
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## INTRODUCTION

1. The Financial Secretary announced in his 2015-16 Budget Speech that the Government would consider introducing Food Trucks, which is popular abroad, to the mix of Hong Kong's existing food scene. The Tourism Commission is the authority responsible for taking forward the food truck initiative. In December 2015, the Tourism Commission briefed the Panel on Economic Development of the Legislative Council through the LC Paper No. CB(4)305/15-16(09) the proposal of launching the Scheme as a tourism project to test out the consumer market and to gain experience in the regulation and operation of the food truck business in Hong Kong. The Scheme aims to add fun and vibrancy to tourist attractions in Hong Kong by providing diverse, creative and high quality food options to tourists and the locals while at the same time showcasing good hygiene and food safety. The Tourism Commission has then set out in the LC Paper No. CB(4)305/15-16(09) regarding six tourist attractions that would be designated to take part in the Scheme by providing up to 2 Pitches at their respective Venues.
2. In his 2016-17 Budget Speech, the Financial Secretary further announced that 2 more tourist attractions will take part in the Scheme. The total number of Pitches has therefore increased from 12 to 16. The details about the Venues and their respective Pitches are set out in Paragraph 57 below.
3. Applications are now invited from members of the public, amongst whom up to sixteen (16) Applicants will be selected for recommendation to the Venues for entering into Agreements for operation of Food Trucks at the Venues under the Scheme.
4. The Applicants are advised to read this Invitation Document carefully prior to submitting an Application and ensure that they understand all requirements and assessment criteria of the Scheme in the Invitation Document.
5. To encourage Start-up Micro-enterprise to apply for the Scheme, the Tourism Commission has secured the Hong Kong Mortgage Corporation Limited (“HKMC”) to agree to provide assistance to any Applicant considered suitable by HKMC in its absolute discretion under its existing Microfinance Scheme. Assistance by HKMC includes:-
  - (a) a loan of up to \$300,000; and
  - (b) mentoring services and entrepreneurial training courses.

6. Applicants who are interested in obtaining the assistance of the HKMC under the Microfinance Scheme may refer to Annex B hereto for details.
  7. In addition, a Start-up Micro-enterprise will be given a weighting of 10% in the assessment criteria in the First Stage selection process (as detailed in Paragraph 35 below).
  8. A dedicated office will be established under the Tourism Commission to coordinate the implementation of the Scheme and related matters, providing one-stop service for the Applicants.
  9. The Scheme is intended to run for a period of two (2) years starting from the Commencement Date. There will be a review on the Scheme to evaluate its outcome. Subject to the result of the review, the Tourism Commission will notify Operators three months before the completion of the Scheme on arrangements beyond the End Date.
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**PART I**  
**APPLICATION PROCEDURE**

**Eligibility of Applicants**

10. A person is eligible to submit an Application if:-
- 10.1 the person, being a natural person or a sole proprietor, is a Hong Kong resident aged 18 years or above, and is a holder of a valid Hong Kong Permanent Identity Card or a holder of a valid Hong Kong Identity Card who is not subject to any condition of stay other than a limit of stay as defined in section 2(1) of the Immigration Ordinance (Cap. 115); or
  - 10.2 the person, being a partnership, of which each and every one of its partners is a Hong Kong resident aged 18 years or above, and is a holder of a valid Hong Kong Permanent Identity Card or a holder of a valid Hong Kong Identity Card who is not subject to any condition of stay other than a limit of stay as defined in section 2(1) of the Immigration Ordinance (Cap. 115); or
  - 10.3 the person is a Company.

**Filling in the Application**

11. An Application should be made by way of the Application Form contained in Annex A hereto.
12. Each Applicant is allowed to submit one Application for one Food Truck only. An Applicant who has submitted more than one Application will be requested by the Tourism Commission to choose only one from the Applications submitted for further processing while the others will be rejected. For the purpose of the Scheme, a group of companies<sup>1</sup> may only submit one Application.
13. Each Application should be accompanied by the following:-
- 13.1 Drawing(s), photograph(s) and attachment(s) as mentioned in Part III of the Application Form (electronic file should be in JPEG or PDF format); and
  - 13.2 Where the Applicant is a natural person/ sole proprietorship, a copy of:-
    - 13.2.1 the Hong Kong Permanent Identity Card of the person/sole proprietor;  
or
    - 13.2.2 the Hong Kong Identity Card and travel document showing his/her current limit of stay in Hong Kong (applicable to the person/proprietor who is not subject to any condition of stay other than a limit of stay as

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<sup>1</sup> As the term is defined under the Companies Ordinance, Cap.622.



defined in section 2(1) of the Immigration Ordinance, Cap. 115); or

13.3 Where the Applicant is a partnership, a copy of:-

13.3.1 the Hong Kong Permanent Identity Card of each of the partners of the partnership; or

13.3.2 the Hong Kong Identity Card and travel document showing his/her current limit of stay in Hong Kong (applicable to each of the partners of the partnership who is not subject to any condition of stay other than a limit of stay as defined in section 2(1) of the Immigration Ordinance, Cap. 115); or

13.4 Where the Applicant is a Company, a copy of:-

13.4.1 the Applicant's Certificate of Incorporation; and

13.4.2 if there has been a change of name, the last Certificate on Change of Name of the Applicant; and

13.5 Where the Applicant declares itself a Start-up Micro-enterprise, a copy of:-

13.5.1 the relevant documentary proof (e.g. Application form of the Business Registration, profits tax return or statutory declaration, etc.).

14. An Application should be completed in ink or typescript and in either Chinese or English.

15. An Application may not be considered if false, incorrect, or inaccurate information is given therein, or if complete information is not given with the Application or if any particulars and data asked for in the Invitation Document are not furnished in full in the manner specified.

### **Submission of Application**

16. An Application should be submitted in the following manner:-

16.1 One original duly signed Application Form and any supporting documents specified in Paragraph 13 above marked as "ORIGINAL" on the front cover;

16.2 3 copies of the Application Form and any supporting documents specified in Paragraph 13 above; and

16.3 One electronic copy of the Application Form and any supporting documents specified in Paragraph 13 above on a CD-R in Adobe Acrobat (.pdf) formats.

16.4 Each Application together with any supporting documents required and completed in accordance with the Invitation Document should be submitted and enclosed in a sealed plain envelope marked "CONFIDENTIAL – Application for the Hong Kong Food Truck Pilot Scheme". It must be submitted by registered mail to the Tourism Commission of the Commerce and Economic Development Bureau located at 22/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong by 30 May 2016 Hong Kong Time (the "Closing Date"). Late Applications

submitted after the Closing Date will not be considered.

17. The above notwithstanding, where a black rainstorm warning signal or a typhoon signal No. 8 or above is in force for any duration between 9:00 am and 12:00 noon on the Closing Date or an announcement is made by the Hong Kong Observatory that such signal will be in force between the above hours and such announcement remains in force up to 9:00 am on the Closing Date, the Closing Date shall be extended to 12:00 noon on the immediately following working day (Saturday excluded) on which no such signal is in force for any duration between 9:00 am and 12:00 noon.

### **Cost of Application**

18. Applicants submit their Applications at their own cost and expense. Each Applicant is solely responsible for the fees, costs, expenses, liabilities, losses and damage suffered or incurred in preparing and submitting the Application, or subsequent responses or initiatives on the part of the Applicant. The Government will under no circumstances be liable to the Applicant for any such fees, costs, expenses, liabilities, losses or damage whatsoever arising out of or in connection with this Invitation.

### **Clarification of Application**

19. The Applicant may be requested to provide clarification in connection with an Application. If an Applicant fails, refuses or omits to comply with such request, its Application may not be considered.

### **Supplementary Information/Invitation Addenda**

20. At any time before the Closing Date, addenda regarding the Invitation may be issued and posted on the Tourism Commission's website at <http://www.tourism.gov.hk/english/foodtruck/foodtruck.html>. Applicants are advised to check the said website from time to time for any issue of addendum and the contents thereof.

### **Intellectual Property Rights**

21. An Application may not be considered in the event of a claim or an allegation or the Government having grounds to believe that any thing(s) or material(s) to be supplied or recommended by the Applicant in its Application infringe or will infringe any intellectual property rights of any person.
22. The Applicant confirms and warrants that all documents or materials submitted do not and will not infringe any intellectual property rights of any person.

23. The Government has the right to copy the Applications and all the related documents or materials submitted by the Applicants, and to distribute copies of the above documents to the Selection Panel, for the purpose of evaluating the Applications.

### **Applicants' Enquiries**

24. Any enquiries relating to the Invitation should be in writing and made to the Tourism Commission by email at [foodtruck@cedb.gov.hk](mailto:foodtruck@cedb.gov.hk) or by fax at 2121 1468.
25. The Tourism Commission will, to the extent necessary and appropriate, reply to any enquiries made pursuant to Paragraph 24 above. Enquiries together with the Government's responses or clarifications, will be posted on the said website, without disclosing the identity of the person(s) submitting the enquiries.

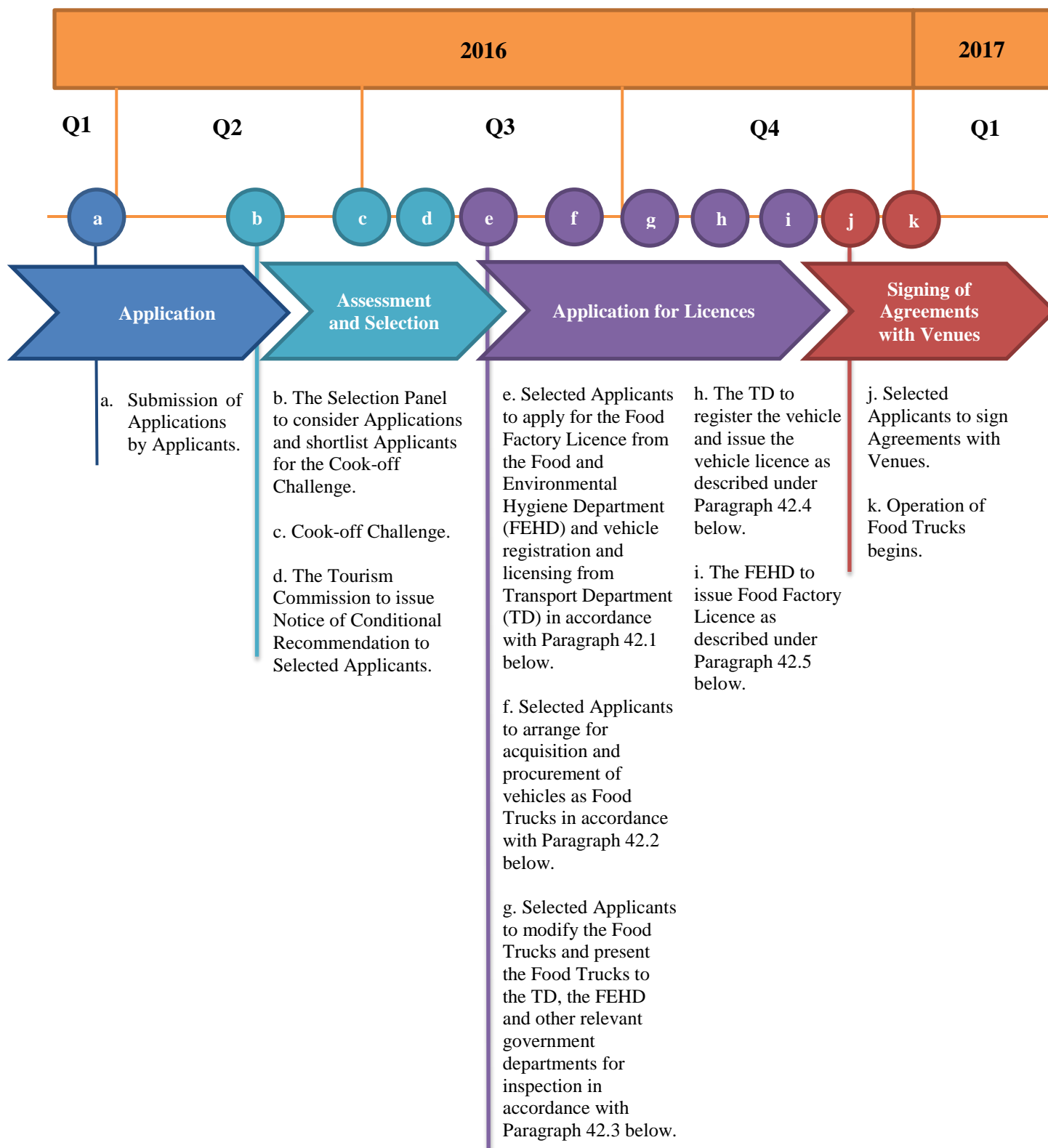
### **Personal Data Provided**

26. All personal data provided in the Application will be used by the Government for the purpose of this Invitation and all other purposes arising from or incidental to it.
  27. By submitting an Application, an Applicant is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Application, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purpose set out in Paragraph 26 above.
  28. An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to individual's personal data as provided for in sections 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual's personal data provided in the Application at a reasonable charge.
  29. Enquiries concerning the personal data collected by means of this Invitation including the making of access and corrections, should be addressed to the Data Protection Officer of the Commerce, Industry and Tourism Branch, Commerce and Economic Development Bureau, located at 23/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.
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**PART II**  
**SELECTION OF APPLICANTS**

**Timeline of Selection Process**

30. A tentative timeline of the selection process of Applicants and key milestones are appended below:-



**Selection Panel and Selection Process**

- 31. A Selection Panel will be set up by the Government to select Applicants for recommendation to the Venues to participate in the Scheme. The decisions of the Selection Panel will be conclusive and final.
- 32. The selection of Applications will comprise two stages, i.e., the first stage - assessment of Applications (the “First Stage”); and the second stage - a cook-off challenge (the “Second Stage”).
- 33. Only those Applicants shortlisted from the First Stage will be invited to participate in the Second Stage.
- 34. Applicants may wish to note the following selection criteria.

**The First Stage: Assessment of Applications**

- 35. During the First Stage, all Applications will be assessed according to a set of criteria.
  - 35.1 PART A – Mandatory requirements
    - Details on the internal installation of the Food Truck together with photographs and/or drawings provided pursuant to Item 3.3.3 of the Application Form must meet the mandatory requirements as stated in Annex C hereto. Applications that fail to meet the mandatory requirements will not be further considered in Part B Assessment.
  - 35.2 PART B – Assessment of Applications

Assessment Criteria	Weighting %
<p><b>1. Concept/Theme of Menu and Mode of Operation of the Food Truck</b></p> <ul style="list-style-type: none"> <li>1.1 Creativity of the proposed food concept/theme to be provided by the Food Truck</li> <li>1.2 Menu with price points and photographs</li> <li>1.3 The mode of operation of the Food Truck</li> <li>1.4 Applicant demonstrates the necessary skills and ability to operate the Food Truck under Application</li> </ul>	40
<p><b>2. Outlook Design and Environmental Management</b></p> <ul style="list-style-type: none"> <li>2.1 Proposed outlook design and draft layout and/or photographs of the Food Truck and description (e.g. decorative features etc.)</li> <li>2.2 Environmental management plan as proposed by the Applicant, if any, beyond the mandatory requirements in Annex C hereto, regarding:               <ul style="list-style-type: none"> <li>2.2.1 refuse, minimization of waste, waste water or food waste, odour/smoke, oil and/or grease, noise, vehicle emission and any other potential environmental problems that may arise</li> <li>2.2.2 other plans, such as environmental friendly utensils/ packaging and cleansing schedule, etc.</li> </ul> </li> </ul>	25

Assessment Criteria	Weighting %
<b>3. Viability of the Business and Financial Plan</b> 3.1 The Applicant demonstrates that the Food Truck proposal is commercially and financially viable	25
<b>4. Start-up Micro-enterprise</b> 4.1 The Applicant is a Start-up Micro-enterprise	10

### **Second Stage: Cook-off Challenge**

36. Applicants who pass the First Stage will be shortlisted to participate in the Second Stage. Applicants not selected for the Second Stage will be notified accordingly.
37. The Second Stage will be a cook-off challenge, in which the shortlisted Applicants will make demonstrations of the Signature Dish proposed in their Applications at a time and location specified by the Tourism Commission for assessment by the Selection Panel.
38. Shortlisted Applicants will be divided into groups according to the category as stated in Part III of their Application Forms and will demonstrate only the Signature Dish stated in the Applications. No alteration of the Signature Dish will be allowed after the submission of Application and throughout the Scheme. The Selection Panel reserves the final decision to determine the category which the Signature Dish belongs to and how to group the Applicants for the Cook-Off Challenge.
39. Applications will be assessed by the Selection Panel according to the following assessment criteria:

Assessment Criteria	Weighting %
1. The Taste – e.g. Is it good? Would it make people come back for it?	35
2. The Food – e.g. Does it demonstrate good cooking skill, good food safety and hygiene? Is the food attractive and packaging convenient for consumption as a take-away food?	35
3. The Menu – e.g. Overall speaking, is it attractive and value for money? Will it enrich Hong Kong’s food option?	20
4. The Food Concept – e.g. Is it of good quality and creative?	10

40. Based on the score obtained by the shortlisted Applicants at the Second Stage, the Selection Panel will select up to sixteen (16) Applicants for joining the Scheme and draw up a waiting list not more than eight (8) Applicants, who will be notified after the conclusion of the Second Stage. In case of withdrawal from the Scheme by a Selected Applicant after the Second Stage, those on the waiting list may be selected to replace a withdrawn Selected Applicant.

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**PART III**  
**COMPLIANCE OF CONDITIONS BY THE SELECTED APPLICANTS**  
**FOR RECOMMENDATION**

41. It is expected that within 14 days after conclusion of the Second Stage of the selection process, the sixteen (16) selected Applicants will receive a Notice of Conditional Recommendation notifying of their conditional recommendation to the Venues subject to their complying with the conditions set out in Paragraph 42 below.
  
42. Upon receiving the Notice of Conditional Recommendation from the Tourism Commission, each Selected Applicant should do the following with a view to entering into an Agreement with the Venues:-
  - 42.1 Within 30 days from the date of the Notice of Conditional Recommendation apply for a Food Factory Licence in accordance with the stipulations of Food Business Regulation (Cap. 132X) and Vehicle Registration and Licensing in accordance with Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E) respectively. It should be noted that it is required by the Food and Environmental Hygiene Department and the Transport Department respectively that the said applications should be accompanied by a detailed layout plan of the Food Truck;
  - 42.2 Make its own arrangement for acquisition and procurement of a vehicle (“Vehicle”), the chassis of which should normally have been type approved as a goods vehicle, to be used as the Food Truck under the Scheme;
  - 42.3 Modify the Vehicle according to the requirements set out in Annexes C and D hereto and any other instructions given by the Food and Environmental Hygiene Department and the Transport Department respectively. Upon completion of the modification, present the modified Vehicle for inspection by the Transport Department and the Food and Environmental Hygiene Department in consultation with other relevant government departments such as the Fire Services Department, the Environmental Protection Department and the Electrical and Mechanical Services Department;
  - 42.4 After passing of inspection under Paragraph 42.3 above, the Vehicle will, upon payment of relevant tax and/or licence fees, be registered and licensed by the Commissioner for Transport as a “Special Purpose Vehicle” with the body type “food processor” under the Road Traffic (Registration and Licensing of Vehicles) Regulations (Cap. 374E);
  - 42.5 Having been satisfied that all licensing requirements under the Food and Environmental Hygiene under Food Business Regulation (Cap. 132X) are complied with, the Vehicle will be issued a Food Factory Licence by the Director of Food and Environmental Hygiene thereunder upon the presentation of the vehicle licence



referred to in Paragraph 42.4 above and payment of the applicable licence fee; and  
42.6 Comply with such other conditions as may be specified by the Tourism Commission.

43. Save where extension of time is given by both the Government and the Venues, the Notice of Conditional Recommendation of a Selected Applicant will lapse if a Selected Applicant fails to comply with Paragraph 42 above within six (6) months from the date of the Notice of Conditional Recommendation.
  
  44. Once the Tourism Commission is satisfied that a Selected Applicant has complied in full with Paragraph 42 above, the Selected Applicant will be recommended to the Venues for entering into an Agreement to participate in the Scheme.
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**PART IV**  
**THE AGREEMENT**

45. The Agreement is expected to contain, amongst others, the terms set out in this Part. (Details regarding the Service Fees, Security Deposits and other relevant matters are listed in Annex E hereto for reference.)

**Period of the Scheme**

46. The Scheme is expected to continue for a period of two years from the Commencement Date.

**Maintenance of Licences**

47. An Operator will be required to maintain valid Food Factory Licence and Vehicle Registration and Licence referred to under Part III hereof throughout the term of the Agreement.

**Rotation**

48. Under and during the currency of the Agreement, all Operators are required to operate the Food Trucks at the Pitches according to a rotation schedule (“Rotation Schedule”) pursuant to which all Food Trucks will operate at and move from one Venue to another at an interval of one and a half months or such other interval as may be determined by the Tourism Commission (“Trading Period”). The rotation of Food Trucks under the Rotation Schedule will be determined by lottery to be conducted by the Tourism Commission. .

**Food to be sold by the Food Trucks**

49. Sale of liquor, tobacco, non-food souvenirs and merchandise by Food Trucks will not be allowed.

50. No change to the menu set out in an Operator’s Application will be allowed save with the prior written approval of the Venue and the Food and Environmental Hygiene Department.

**Outlook of Vehicle**

51. Save with the prior written approval of the Tourism Commission and the Venue, any

alteration to the outlook, design or construction of a Food Truck will not be allowed. Any form of publicity/promotion on the exterior of a Food Truck, save that for the Operator's own food sold from the Food Truck, will not be allowed.

### **Service Fees payable to the Venues**

52. Each Operator will be required to pay to a Venue a monthly service fee ("Service Fee") for the operation of the Food Truck at that Venue during that Trading Period. The Service Fee will cover the occupation during a Trading Period by a Food Truck of a Pitch at each Venue as well as the supply of any grid electricity and other supporting facilities / services by each of the Venues to a Food Truck. The Service Fee payable to each of the Venue will be charged at a fixed percentage of the Food Truck's gross revenue during a calendar month and the remaining part of the Trading Period or at a pre-determined service charge, whichever is the higher. A Point of Sale (POS) systems/devices is required to be installed for generating revenue reports which will be used to calculate the monthly service charge payable to Venues. Rebate on the Service Fee on a pro-rata basis will be given for dates in a Trading Period on which any Pitch is not made available for the Food Truck by any Venue.
53. Under the Agreement each Operator will be required to pay a security deposit (the "Security Deposit") to a Venue not less than seven (7) days in advance of the commencement of a Trading Period at that Venue. The Security Deposit will be refunded to the Operator within fourteen (14) days after the end of the Trading Period subject to any lawful deductions the Venue may make by reason of the Operator's breach under the stipulations of the Agreement.
54. Details regarding the expected Service Fee and Security Deposit payable for and supporting facilities / services available at each Venue are listed in Annex E hereto.

### **Insurance**

55. Each Operator will be required to effect and keep in force at its own expense a policy of insurance, in the joint names of the Venues, the Operators and the Government against all liability to pay damages or compensation with an insurance company authorized to carry out the relevant insurance business under the Insurance Companies Ordinance (Cap. 41) during the continuance of the Agreement.
56. The comprehensive liability insurance should include without limitation, cover for contractual liability, operations liability, products liability (include liability arising from sale/distribution of foods and drinks by the Operator), third party liability and property

damage liability in respect of the Venue for a minimum indemnity amount of HK\$10 million per incident and for an unlimited number of claims during the currency of the Agreement.

### Locations and Operating Hours of the Food Trucks at the Venues

57. Subject to any changes as may be made by the Venues and the Tourism Commission, all the Food Trucks will be allowed under the Agreement to operate at the Pitches during the operating hours of the Venues specified in the table below. The table also sets out the sizes of the Pitches and the black-out dates in respect of the Pitches.

Venues	Venue Owner/ Operator	Measurements of Pitches	Term of Agreement	General operating hours of the Venues	Black-out Dates on which the Pitches will not be available
Ocean Park	Ocean Park Corporation	4m x 8m	From the Commencement Date till the End Date	10 am – 7 pm in general, may differ according to the arrangement of festive events	N.A.
HK Disneyland	Hongkong International Theme Parks Limited by Hong Kong Disneyland Management Limited	5m x 10m	From the Commencement Date till the End Date	9 am – 9 pm	N.A.
Golden Bauhinia Square	Hong Kong Convention and Exhibition Centre (Management) Limited	5m x 10m	From the Commencement Date till the End Date	9 am – 9 pm	<ul style="list-style-type: none"> <li>● 28 Apr – 4 May</li> <li>● 24 Jun – 1 Jul</li> <li>● 26 Sep – 1 Oct</li> </ul>
Salisbury Garden <sup>2</sup>	Government acting through the Leisure and Cultural Services Department or its Agent	4m x 8m	After completion of renovation work to the End Date	10 am – 10 pm	To be advised upon signing of Agreement
TST Art Square	Government acting through the Leisure and Cultural Services Department	5m x 10m	From the Commencement Date till the End Date	11 am – 10 pm	<ul style="list-style-type: none"> <li>● Chinese New Year (CNY) Night Parade (the 2<sup>nd</sup> day before CNY, CNY's eve</li> </ul>

<sup>2</sup> Salisbury Garden is currently under renovation which is expected to be completed in Q2 2017. The Agreement with the Salisbury Garden Venue will commence effect after the renovation works have been completed and continue till the End Date.

Venues	Venue Owner/ Operator	Measurements of Pitches	Term of Agreement	General operating hours of the Venues	Black-out Dates on which the Pitches will not be available
					and 1 <sup>st</sup> day of CNY) <ul style="list-style-type: none"> <li>● Firework Display on the 2<sup>nd</sup> day of CNY and 1<sup>st</sup> Oct</li> <li>● the 20<sup>th</sup> Anniversary of the Establishment of the Hong Kong SAR (1<sup>st</sup> July 2017)</li> <li>● HK Cyclothon (1-2 days in Oct / Nov)</li> </ul>
Central Harbourfront Event Space <sup>3</sup>	Central Venue Management Limited	4m x 8m	<ul style="list-style-type: none"> <li>- First Agreement: from Commencement Date to 22 May 2017.</li> <li>- Second Agreement: from 23 May 2017 or a date to be advised by the Lands Department till the End Date.</li> </ul>	7 am – 11 pm in general, may vary during events	Tentatively 23-29 May 2017
Energizing Kowloon East Venue 1	Government acting through the Development Bureau	5m x 10m	From the Commencement Date till the End Date	7 am – 11 pm	N.A.

<sup>3</sup> The Central Harbourfront Event Space (CHES) is a site let to the tenant under Short Term Tenancy (STT) No. NHX-783 which expires on 22 May 2017. The CHES will be the subject of an open tendering exercise for a new STT of three years commencing from 23 May 2017 or a date to be advised by the Lands Department. Each Operator will be required to enter into a fresh Agreement with the tenant under the new STT. The amount of service fees to be paid by Operators, and supporting facilities and services to be provided by the Venue are subject to changes and would be specified in the Agreements between Operators and the Venue.

Venues	Venue Owner/ Operator	Measurements of Pitches	Term of Agreement	General operating hours of the Venues	Black-out Dates on which the Pitches will not be available
Wong Tai Sin Square	Government acting through the Leisure and Cultural Services Department	5m x 10m	From the Commencement Date till the End Date	11 am – 10 pm	● The 1st, 2nd and 3rd day of CNY

### **Overnight Parking**

58. Each Operator will need to arrange for their own parking of Food Trucks when they are not in operation, unless overnight parking at any Venue is permitted.
59. The Terminal Operator of the Kai Tak Cruise Terminal has indicated willingness to make available a limited number of overnight parking spaces for the Food Trucks at a monthly fee of around \$4,000. Separate fees for add-on services (e.g. electricity supply) would apply.

### **Events**

60. During the term of the Agreement, Operators will be required to operate the Food Trucks at up to four tourism events which will last no more than six (6) days each year such as the Dragon Boat Carnival (June/July), the Cyclothon (October/November) and Hong Kong New Year Countdown Celebrations (New Year’s Eve) as designated by the Tourism Commission and organized by the Hong Kong Tourism Board (“HKTB”). The Operator will be required to pay to the HKTB a charge of not more than 15% of their gross turnover for each event and to comply with the terms and conditions as may be determined by the HKTB for the event.

### **Provision of Business Data for Evaluation of the Scheme**

61. Under the Agreement, each Operator will be required to provide business data, such as monthly turnover and patronage, to the Tourism Commission or the Tourism Commission’s nominee for evaluation of the Scheme.

### **Nature of an Agreement**

62. The Agreement is non-transferrable and personal to an Operator. Any purported transfer will entitle the Venues to terminate the Agreement.

## **Termination**

63. The Agreement may be terminated by a Venue if the Operator fails or neglects to observe or perform any of the terms and conditions of the Agreement, including but not limited to those relating to the Rotation Schedule, operating hours, Signature Dish, vehicle design/ construction of the Food Truck.
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**PART V**  
**DISCLAIMER**

64. This Invitation is not a tender exercise. This Invitation Document and any related statements, clarifications and briefings do not create any legal obligation on the Government, and the Government is not obliged to proceed with the implementation of the Scheme. Nothing in this Invitation Document shall constitute any commitment by the Government to any Applicant in respect of any Application submitted.
65. The Applicant shall not construe this Invitation Document, or any other communication by or on behalf of the Government or any of its officers, agents or advisors, as financial, legal, tax or other advice. Each Applicant shall conduct its own due diligence and consult its own professional advisors as to financial, legal, tax or other matters concerning any proposed participation in the Scheme.
66. Whilst the Invitation Document has been prepared in good faith, the Government does not claim that the Invitation Document is comprehensive or has been independently verified. Neither the Government, nor any of its officers, agents, or advisors, accepts any liability or responsibility, as to, or in relation to, the adequacy, accuracy or completeness of the information contained in this Invitation Document or any other written or oral information, which is, has been or will be provided or made available to any Applicant; nor do they make any representation, statement or warranty, express or implied, with respect to such information or to the information on which this Invitation Document is based. Any liability in respect of any such information or inaccuracy in or omission from the Invitation Document is expressly disclaimed. Nothing in this Invitation Document nor in any other written or oral information which is, has been or will be provided or made available to any Applicant shall be relied on as a representation, statement or warranty as to the intentions, policy or action in future of the Government, its officers or agents. Each Applicant is required to independently ascertain and certify the accuracy, correctness, completeness or validity of all information in this Invitation Document.
67. Each Applicant shall make its own independent assessment of the information contained in this Invitation Document after making such investigation and taking such professional and other advice as may be prudent in order to assess the risks and benefits and to prepare the Application.

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Tourism Commission  
Commerce and Economic Development Bureau  
March 2016