







































## 4.10 Others

### (1) Can a tenant keep pets in the premises?

Yes, subject to the tenant's prior registration with HKHS and compliance with the House Rules and the Short Lease Agreement.

Pet weighs more than 20 kg will not be recommended. Where more than one person (or animal that weighs 20 kg or more) is present on the premises, and at least one person (or animal) is active and in motion, the No-Motion Sensor may not detect a lack of movement in relation to particular person(s) and the Entrance Door Contact Tracking Device will not be able to detect a lack of entry/exit in relation to particular persons(s).

### (2) Is smoking allowed at The Tanner Hill?

Smoking is prohibited in the common areas of The Tanner Hill.

It is also not recommended to smoke inside the premises as this may trigger the smoke detector.

## 5. Service Agreement

### (1) Who is the Service Operator?

HKHS or any person or entity selected and appointed by HKHS at its sole discretion to provide the services under the Service Agreement.

### (2) What is the term of the Service Agreement?

The term of the Service Agreement is the same as that for the Short Lease Agreement (i.e. from the commencement date of the Short Lease Agreement to the termination date of the Short Lease Agreement).

### (3) What services will be provided to the tenants of The Tanner Hill?

The following services will be provided to the tenants of The Tanner Hill:

- (a) Home Care Support Services, including:
  - (i) Emergency Call Response System;
  - (ii) Entrance Door Contact Tracking (activation required);

- (iii) Health Data Collection and Monitoring (activation required);
  - (iv) Annual Visit by Allied Health Professional;
  - (v) No-Motion Response Detection (activation required)\*; and
- (b) Handyman Service, up to 2 hours of Handyman Service per month per studio unit, while up to 4 hours for all other units, subject to a minimum time charge of 30 minutes for each service call. The handyman will perform minor repair and maintenance works in relation to the plumbing, electricity, carpentry and ironmongeries on the premises (cost of spare parts to be borne by the tenant), including the following scope and type of work:
- (i) general checking of specific systems, equipment and devices;
  - (ii) replacement of spare parts (cost of spare parts excluded); and
  - (iii) minor fixing and repair to fittings.

\*No-Motion Response Detection is an optional service. Upon activation of the No-Motion Response Detection Service, the tenant has to pay an Optional Service Fee during the activation period.

#### **(4) Can we de-activate the services?**

The following services can be de-activated and re-activated at the election of the tenant:

- (a) Entrance Door Contact Tracking;
- (b) Health Data Collection and Monitoring; and
- (c) No-Motion Response Detection.

#### **(5) Is Optional Service Fee payable if the tenant de-activates the optional services or does not use the optional services?**

No Optional Service Fee is payable if the No-Motion Response Detection Service is not activated or (if activated) upon its deactivation.

**(6) Can the Service Operator use or disclose the health data of the tenants collected in the course of provision of the services?**

The Service Operator shall only use the health data of the tenants for the provision of the Home Care Support Services under the Service Agreement, unless the tenant has expressly consented to other usage.

Subject to authorisation by the tenant, the Service Operator may disclose the health data of such tenant to a third party only to such extent and in such manner as authorised by the tenant.

**(7) Can the tenants assume that they are insured with the provision of the services?**

No. The Service Operator is not an insurer and the provision of services is subject to limitation of liabilities in the Service Agreement.

Each tenant shall arrange its own insurance with appropriate coverage, including but not limited to medical, accident, disability and critical illness insurance.

## 6. Charges and Miscellaneous

**(1) Have facilities like wellness centre, TCM clinic, restaurant and refreshment corner commenced operation?**

The wellness and food & beverage facilities are outsourced to professional operators and they are now in full operation. These facilities are subject to change without any prior notice.

**(2) Have the skilled care facilities commenced operation?**

The skilled care facilities are operated by Hong Kong Housing Society and are now in full operation.

**(3) What happens if a tenant were to become mentally incapacitated during the term of the Short Lease Agreement?**

To ensure that a tenant's financial commitment under the Short Lease Agreement and other related documents to HKHS will continue to be honoured notwithstanding that he has become mentally incapacitated, it is recommended that the tenant consider appointing an attorney to

act in relation to his property and financial affairs by an enduring power of attorney (“**EPOA**”) given under the Enduring Powers of Attorney Ordinance (Cap. 501). Where an EPOA is given, then such enduring power will not be revoked by any subsequent mental incapacity of the donor. Tenants of The Tanner Hill are welcome to obtain via our customer service counters at The Tanner Hill a sample template of EPOA which takes into account the special context of The Tanner Hill for further adoption by his appointed attorney.

If a tenant has become mentally incapacitated but HKHS is unaware of, or is unable to verify that there is in existence any prior, and enduring, arrangement made by him whereby the financial commitment of the tenant will continue to be taken care of by a third party, then HKHS will be guided by the prevailing laws and regulations of Hong Kong in considering what steps should be taken.

Currently, under the provisions of the Mental Health Ordinance (Cap. 136), if a person shall be incapable, by reason of mental incapacity, of managing and administering his property and affairs, the Court may, on the application of any relative of such person or of the Director of Social Welfare, appoint a committee of the estate of such person to do all such things regarding the property and affairs of such person as the Court may order or direct. Further, the Guardianship Board may, on receipt of a guardianship application made by any relative of such person or by the Director of Social Welfare, by order appoint a guardian to take care of such person.

#### **(4) Who will be responsible to pay the government rent?**

Hong Kong Housing Society (the landlord) will be responsible for the payment of government rent in respect of the lot (including all residential units in the development).

#### **(5) Who is the manager appointed under the latest estate management contribution deed?**

Hong Kong Housing Society.

## 7. Personal Data Collection

### (1) Purpose of personal data collection

- (a) Hong Kong Housing Society collects, uses and maintains data in respect of the individuals identified below for any one or more of the following purposes from time to time:
- (i) For a Wait-listing applicant ("WP Applicant") / an applicant / a proposed Permitted Occupier: Processing and assessment of application (including the wait-listing request); flat selection and confirmation; communication with the WP Applicant, the applicant or the proposed Permitted Occupier (or both); conducting statistical research and analysis; conducting surveys on the quality of services, properties and property management or development or other products provided by Hong Kong Housing Society; marketing services, properties, property developments and products and other subjects; investigating and handling complaints; making disclosures where required by any law, court order, direction, code or guideline applicable in or outside Hong Kong, and for all other incidental or associated purposes relating to any of the above purposes and any other purposes as the WP Applicant, the applicant or the proposed Permitted Occupier may agree. If a WP Applicant / an applicant is successful in his/her application / a proposed Permitted Occupier is approved by the Hong Kong Housing Society, data collected during the application process can also be transferred and used for the purposes described below. Unless indicated otherwise, all information and data required by Hong Kong Housing Society in the Wait-listing Request Form, the application form and process is compulsory and is required for processing and assessment of application purposes. Failure to supply such information and data may result in HKHS not being able to process and/or HKHS rejecting the application; and
  - (ii) For a tenant / a Permitted Occupier: Preparation, execution, maintenance and enforcement of the short lease agreement, service agreement and other agreements (whether made between HKHS and a tenant or otherwise) relating to the leasing of the residential units in The Tanner Hill; handing over of the leased residential unit and incidental arrangements; handling

of the tenant's application for services, products, memberships or benefits provided at The Tanner Hill or by HKHS; processing of any payment by the tenant (including (without limitation) the rental, the deposit and the optional service fee (where applicable)); maintenance, administration and enforcement of the short lease agreement, service agreement and other agreements as mentioned above; tenancy/property management and security; communication with the tenant or the Permitted Occupier (or both); conducting statistical research and analysis; conducting surveys on the quality of services, properties and property management or development or other products provided by Hong Kong Housing Society; marketing services, properties, property developments and products and other subjects; investigating and handling complaints; making disclosures where required by any law, court order, direction, code or guideline applicable in or outside Hong Kong, and for all other incidental or associated purposes relating to any of the above purposes and any other purposes as the tenant or the Permitted Occupier may agree. Unless indicated otherwise, provision of all information and data requested by HKHS from a tenant or a Permitted Occupier is compulsory and is required for the leasing of the residential units at The Tanner Hill. Failure to supply such information and data may result in HKHS not being able to fulfill its property development objectives or to perform and discharge its agreements and obligations (whether as landlord or manager or service provider or otherwise) or to provide a tenant / a Permitted Occupier with the services or products that he/she may require.

## (2) Disclosure and transfer of personal data

- (a) Personal data collected may be transferred, disclosed and exchanged to any of the following parties (whether within or outside the Hong Kong Special Administrative Region) in connection with any of the purposes mentioned in **Note 7(1)** above:
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, cashier and other services to or support the functions of Hong Kong Housing Society including (without limitation) application and balloting system; such agent, contractor or third party are

subject to confidentiality obligations to the Hong Kong Housing Society that any personal data transferred to it will be used for the purposes mentioned above only, and will not be transferred by it to any other third party without seeking express consent from the Hong Kong Housing Society;

- (ii) any person under a duty of confidentiality to Hong Kong Housing Society including (without limitation) the accountants, legal advisers and other professional advisers of Hong Kong Housing Society;
- (iii) any person involved in the relevant lease transaction; and
- (iv) any person to whom Hong Kong Housing Society is required to make any transfer, disclosure or exchange of data under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

### **(3) Personal Data Retention**

- (a) For the purposes of data collection, all personal data of the individuals identified in **Note 7(1)** above will be kept only for as long as is necessary to fulfill the purposes mentioned above. Hong Kong Housing Society collects, uses and retains personal data pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) and the relevant rules, regulations and law in Hong Kong. All personal data will be destroyed after the purposes are fulfilled.

### **(4) Access to personal data**

- (a) Each of the individuals identified in **Note 7(1)** above has the right of access to, obtaining and correction of his/her/their personal data in accordance with the terms of the Personal Data (Privacy) Ordinance (Cap.486). Any data access request or data correction request shall be made in writing under Hong Kong Housing Society's prescribed form addressing to: Personal Data Privacy Officer, Hong Kong Housing Society (marked confidential) 8/F, 1063 King's Road, Quarry Bay, Hong Kong.
- (b) In accordance with the terms of the Personal Data (Privacy) Ordinance (Cap.486), Hong Kong Housing Society has the right to charge a reasonable fee for the processing of any data access request.

## (5) Enquiry

- (a) Any enquiry regarding request for access to or correction of personal data can be made to Personal Data Privacy Officer, Hong Kong Housing Society
  - (i) Address: Hong Kong Housing Society Operations Headquarters (marked confidential) 8/F, 1063 King's Road, Quarry Bay, Hong Kong
  - (ii) Email: [enquiry@thetannerhill.hkhs.com](mailto:enquiry@thetannerhill.hkhs.com)

## 8. Remarks

- (1) In the event of any discrepancy between the English and Chinese versions of this Important Notes, the English version shall prevail.
- (2) Subject to the provisions of the land grant in respect of the land on which The Tanner Hill is erected and held from the Government, HKHS reserves the right to underlet, part with the possession of or otherwise dispose of the residential units of The Tanner Hill upon whatever terms and arrangements other than those specified in the application form as HKHS shall think fit. No WP Applicant, applicant or tenant shall have no claim, right or action whatsoever against HKHS for or in respect thereof.
- (3) This Important Notes is for reference only and shall not be legally binding on HKHS. All information provided in this Important Notes are based on the existing terms, policies, principles and guidelines upon which HKHS will lease the residential units in The Tanner Hill by way of a “short lease”. HKHS reserves the right to amend the terms and conditions and its policies, principles and guidelines relating to the leasing of the residential units in the Tanner Hill and the information set out in this Important Notes without notice.
- (4) This Important Notes only sets out the salient terms upon which HKHS will lease the residential units in The Tanner Hill by way of a “short lease”. Please refer to the Short Lease Agreement, the Service Agreement, the List of Rental, the House Rules and any other documents and materials (collectively, the “lease documentation”) to be released by HKHS from time to time for details, and if any WP Applicant/applicant consider necessary, he/she should seek independent legal advice on the lease documentation before submitting his/her lease application. Forms of the Short Lease Agreement, the Service Agreement the Estate Management Contribution Deed and the House Rules are available for inspection at The

Tanner Hill Leasing Office. In the event of any discrepancy between this Important Notes and the leasing documentation, the terms of the lease documentation shall prevail over this Important Notes.

- (5) HKHS shall not be regarded as having made any warranties or representations about the accuracy and completeness of this Important Notes, and HKHS will not bear any responsibility for any loss or damages suffered by any person arising from his/her/their reliance on all or any part of the contents herein.