

《商業租戶短期保護措施 (2019 冠狀病毒病疫情) 條例》  
(第 644 章)

Temporary Protection Measures for Business Tenants (COVID-19 Pandemic) Ordinance  
(Cap. 644)

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制定史

本為 2022 年第 2 號

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Temporary Protection Measures for Business Tenants  
(COVID-19 Pandemic) Ordinance

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本條例旨在為對蒙受 2019 冠狀病毒病疫情打擊的商業租戶提供短期保護措施，並為實行該等保護措施所需的相關措施，作出規定；以及就相關事宜，訂定條文。

[2022 年 5 月 1 日]

由立法會制定。

### 1. 簡稱

本條例可引稱為《商業租戶短期保護措施 (2019 冠狀病毒病疫情) 條例》。

### 2. 釋義

在本條例中——

**抵押** (security) 指任何不動產 (或可就任何不動產收取的任何租金) 的按揭、押記或任何其他類型抵押，而該按揭、押記或抵押用於保證金錢或金錢等值的還款，**抵押** 並包括就該不動產而設定的任何其後按揭；

**抵押協議** (security agreement) 就某抵押而言，包括按揭契據，亦包括設定或記錄該抵押的任何其他文件；

**保護期** (protection period) 指符合以下說明的期間——

- (a) 在本條例的生效日期 \* 開始；及
- (b) 在自該生效日期起計的 3 個月屆滿之時結束；

**指明處所** (specified premises) 指附表第 2 部指明的任何處所；

**租戶** (tenant) 不包括政府土地承租人，但包括分租戶；

**租賃** (tenancy) 指以口頭或書面訂立的租契，並包括——

- (a) 租賃協議；及
- (b) 分租租賃；

An Ordinance to provide for temporary protection measures for business tenants adversely affected by the COVID-19 pandemic and related measures required for the implementation of such protection measures; and to provide for related matters.

[1 May 2022]

Enacted by the Legislative Council.

### 1. Short title

This Ordinance may be cited as the Temporary Protection Measures for Business Tenants (COVID-19 Pandemic) Ordinance.

### 2. Interpretation

In this Ordinance—

**landlord** (業主)—

- (a) includes a person, other than the Government, who is from time to time entitled to receive rent in respect of any premises; and
- (b) in relation to a tenant, means a person entitled to receive rent from the tenant;

**loan agreement** (貸款協議), in relation to a loan, means the agreement or any other document under which the loan is made;

**protection period** (保護期) means the period—

- (a) beginning on the commencement date\* of this Ordinance; and
- (b) ending on the expiry of the 3 months beginning on that commencement date;

**貸款協議** (loan agreement) 就根據某協議或任何其他文件借出的貸款而言，指該協議或文件；

**業主** (landlord) ——

- (a) 包括每隔一段時期有權就任何處所收取租金的人 (政府除外)；及
- (b) 就某租戶而言，指有權自該租戶收取租金的人。

編輯附註：

\* 生效日期：2022 年 5 月 1 日。

### 3. 條例的適用範圍

除第 4 條另有規定外，即使 ——

- (a) 任何其他條例另有規定；
- (b) 某租賃或關於某租賃的任何其他文件另有條款或契諾；或
- (c) 某抵押協議、貸款協議或關於某貸款的任何其他文件另有條款及條件，

本條例仍然適用。

### 4. 藉合約摒除本條例

**security** (抵押) means a mortgage, charge or any other types of security on any immovable property (or on any rent receivable in respect of any immovable property) for securing repayment of money or money's worth, and includes any subsequent security created on that immovable property;

**security agreement** (抵押協議), in relation to a security, includes the mortgage deed and any other document that creates or records the security;

**specified premises** (指明處所) means any premises specified in Part 2 of the Schedule;

**tenancy** (租賃) means a lease entered into orally or in writing, and includes—

- (a) an agreement for a tenancy; and
- (b) a sub-tenancy;

**tenant** (租戶) does not include Government lessee but includes sub-tenant.

Editorial Note:

\* Commencement date: 1 May 2022.

### 3. Application of Ordinance

Subject to section 4, this Ordinance applies despite—

- (a) the provisions of any other Ordinance;
- (b) the terms or covenants of a tenancy and any other documents in relation to a tenancy; and
- (c) the terms and conditions of a security agreement, loan agreement and any other documents in relation to a loan.

### 4. Contracting out

- (1) 凡在保護期內，任何處所的業主及租戶就該處所的租賃，訂立書面協議，而第 5(4) 及 (5) 條或第 5(6) 條就該處所而適用，如根據該協議，雙方議定關於以下事宜的任何通融——
  - (a) 須繳付作為租金的款額；或
  - (b) 須繳付任何租金的限期，本條例即停止就該租賃而適用。
- (2) 凡在保護期內，有人就某貸款，訂立書面協議，而第 7(3) 及 (4) 條就該貸款而適用，如根據該協議，協議各方議定關於以下事宜的任何通融——
  - (a) 還款時間表；或
  - (b) 任何還款的款額，本條例即停止就該貸款而適用。

## 5. 保護期內對租戶的保護

- (1) 如任何處所的租賃在保護期開始當日之前生效，而在該日，該處所完全或主要用作指明處所，則在該日及之後，第 (4) 及 (5) 款就該租賃而適用，直至以下兩個時間中的較早者為止——
  - (a) 保護期屆滿之時；
  - (b) 第 (4) 及 (5) 款根據第 (9) 款停止就該租賃而適用當日開始之時。
- (2) 如任何處所的租賃在保護期開始當日或之後生效，而在該租賃的生效日期，該處所完全或主要用作指明處所，則在該生效日期及之後，第 (6) 款就該租賃而適用，直至以下兩個時間中的較早者為止——
  - (a) 保護期屆滿之時；
  - (b) 該款根據第 (9) 款停止就該租賃而適用當日開始之時。

- (1) Once a written agreement is entered into during the protection period in respect of a tenancy for any premises (in relation to which section 5(4) and (5) or section 5(6) applies) and, under the agreement, any forbearance is agreed in respect of—
  - (a) the amount that is to be paid as rent; or
  - (b) the time when any rent is payable,this Ordinance ceases to apply in relation to the tenancy.
- (2) Once a written agreement is entered into during the protection period in respect of a loan (in relation to which section 7(3) and (4) applies) and, under the agreement, any forbearance is agreed in respect of—
  - (a) the repayment schedule; or
  - (b) the amount of any repayment,this Ordinance ceases to apply in relation to the loan.

## 5. Protection to tenants during protection period

- (1) Where a tenancy for premises commences before the day on which the protection period begins, if the premises are used wholly or primarily as specified premises on that day, subsections (4) and (5) apply in relation to the tenancy on and after that day until the earlier of the following—
  - (a) the expiry of the protection period;
  - (b) the beginning of the day on which those subsections cease to apply in relation to the tenancy under subsection (9).
- (2) Where a tenancy for premises commences on or after the day on which the protection period begins, if the premises are used wholly or primarily as specified premises on the commencement date of the tenancy, subsection (6) applies in

- (3) 如某類型處所在某日根據第 9 條加入附表第 2 部，而在該日，任何處所完全或主要用作該類型處所，則在該日及之後，第 (6) 款就該處所的租賃而適用，直至以下兩個時間中的較早者為止——
- (a) 保護期屆滿之時；
  - (b) 該款根據第 (9) 款停止就該租賃而適用當日開始之時。
- (4) 現禁止任何租賃的業主就 (或繼續就) 有關租戶在指明期間內沒有遵照該租賃繳付租金，採取任何一項或多於一項第 (7) 款所指明的行動；上述指明期間，指符合以下說明的期間——
- (a) 在 2022 年 1 月 1 日開始；及
  - (b) 在以下兩個時間中的較早者結束——
    - (i) 保護期屆滿之時；
    - (ii) 本款及第 (5) 款根據第 (9) 款停止就該租賃而適用當日開始之時。
- (5) 如任何租賃的業主採取任何行動，而該行動 (或其任何部分) 是就第 (4) 款描述的有關租戶沒有繳付租金而採取的，若該行動 (或部分行動) 在保護期開始時尚未了結，則該行動 (或部分行動) 須予以擱置，直至以下兩個時間中的較早者為止——
- (a) 保護期屆滿之時；
  - (b) 本款及第 (4) 款根據第 (9) 款停止就該租賃而適用當日開始之時。
- (6) 現禁止任何租賃的業主就 (或繼續就) 有關租戶在指明期間內沒有遵照該租賃繳付租金，採取任何一項或多於一項第 (7) 款所指明的行動；上述指明期間，指符合以下說明的期間——
- (a) 在本款開始適用於該租賃當日開始；及
  - (b) 在以下兩個時間中的較早者結束——

- relation to the tenancy on and after that date until the earlier of the following—
- (a) the expiry of the protection period;
  - (b) the beginning of the day on which that subsection ceases to apply in relation to the tenancy under subsection (9).
- (3) If a type of premises is added under section 9 to Part 2 of the Schedule on a day, subsection (6) applies on and after that day in relation to the tenancy for any premises that are used wholly or primarily as that type of premises on that day until the earlier of the following—
- (a) the expiry of the protection period;
  - (b) the beginning of the day on which that subsection ceases to apply in relation to the tenancy under subsection (9).
- (4) The landlord of a tenancy is barred from taking, or continuing to take, any one or more of the actions specified in subsection (7) in respect of the tenant's failure during the period—
- (a) beginning on 1 January 2022; and
  - (b) ending on the earlier of the following—
    - (i) the expiry of the protection period;
    - (ii) the beginning of the day on which this subsection and subsection (5) cease to apply in relation to the tenancy under subsection (9),
- to pay the rent in compliance with the tenancy.
- (5) Any action (or any part of an action) taken by the landlord of a tenancy in respect of the tenant's failure described in subsection (4), if pending when the protection period begins, is to be stayed until the earlier of the following—
- (a) the expiry of the protection period;

- (i) 保護期屆滿之時；
  - (ii) 本款根據第 (9) 款停止就該租賃而適用當日開始之時。
- (7) 有關行動是——
- (a) 就有關的處所，中止提供公用設施服務或其他服務；
  - (b) 從有關業主持有的按金中，扣除有關租戶在第 (4) 或 (6) 款描述的情況下沒有繳付的租金的任何款額；
  - (c) 如在保護期開始前，有關業主已就第 (4) 款描述的有關租戶沒有繳付租金，從持有的按金中扣除任何款額——要求該租戶支付任何金錢或給予任何金錢等值，以補足按金在作出該項扣除後短欠之數；
  - (d) 追討有關租戶在第 (4) 或 (6) 款描述的情況下沒有繳付的租金所孳生的利息，或追討對該等租金施加的附加費；
  - (e) 終止有關租賃；
  - (f) 行使重收權或沒收租賃權；
  - (g) 針對有關租戶，在法院（包括審裁處）提出訴訟；
  - (h) 針對有關租戶，根據《仲裁條例》(第 609 章) 展開仲裁程序；
  - (i) 針對有關租戶，根據《破產條例》(第 6 章) 提出破產呈請；
  - (j) 根據《公司條例》(第 622 章) 第 670 條申請召開債權人會議，以同意關於有關租戶的某妥協或安排；
  - (k) 針對有關租戶，根據《公司(清盤及雜項條文)條例》(第 32 章) 提出清盤呈請；
  - (l) 針對有關租戶的財產展開任何執程序、扣押該等財產予以徵取，或針對該等財產展開其他法律程序；及
  - (m) 針對有關租戶的財產，委任接管人或經理人。

- (b) the beginning of the day on which this subsection and subsection (4) cease to apply in relation to the tenancy under subsection (9).
- (6) The landlord of a tenancy is barred from taking, or continuing to take, any one or more of the actions specified in subsection (7) in respect of the tenant's failure during the period—
- (a) beginning on the day on which this subsection becomes applicable to the tenancy; and
  - (b) ending on the earlier of the following—
    - (i) the expiry of the protection period;
    - (ii) the beginning of the day on which this subsection ceases to apply in relation to the tenancy under subsection (9),
 to pay the rent in compliance with the tenancy.
- (7) The actions are—
- (a) suspending the provision of utility services or other services in relation to the premises concerned;
  - (b) deducting from the deposit held by the landlord any amount of the rent that the tenant fails to pay in the circumstances described in subsection (4) or (6);
  - (c) if, before the beginning of the protection period, the landlord has already deducted from the deposit held by the landlord any amount in respect of the tenant's failure described in subsection (4)—demanding the tenant to pay any money or money's worth to make good any shortfall in the deposit;
  - (d) recovering interest or surcharge on the rent that the tenant fails to pay in the circumstances described in subsection (4) or (6);



- (8) 為免生疑問，凡某事宜不屬第 (4) 或 (6) 款描述的有關租戶沒有繳付租金，第 (4) 或 (6) 款 (視情況所需而定) 不禁止有關業主以 (或繼續以) 該事宜為理由，採取任何行動。
- (9) 如以下條件獲符合，第 (4)、(5) 及 (6) 款即停止就任何處所的租賃而適用——
- (a) 該租賃終止，而終止理由並非第 (4) 或 (6) 款 (視情況所需而定) 描述的有關租戶沒有繳付租金；
  - (b) 該租賃屆滿或在其他情況下完結，但如在緊接完結後，該租賃自動重訂，或該租賃因有人行使該租賃下的重訂權而重訂，則屬例外；或
  - (c) 該處所不再在該租賃下完全或主要用作指明處所，或該指明處所自附表第 2 部剔除。
- (10) 如任何業主在違反第 (4) 或 (6) 款的情況下，採取或繼續採取任何行動，該業主即屬犯罪，一經循公訴程序定罪，可處符合以下說明的罰款——
- (a) 凡該業主就有關的行動聲稱某款額的租金逾期未付——相等於該款額的兩倍；及
  - (b) 無論如何不少於 \$50,000，但如法庭 (包括裁判官) 認為，判處較低罰款在有關個案的情況下屬公平及公正，則不在此限。
- (11) 在第 (7)(c)、(g)、(h)、(i)、(j)、(k)、(l) 及 (m) 款中——
- 租戶** (tenant) 就某租賃而言，包括符合以下說明的、有關租戶的保證人或擔保人：一旦該租戶沒有遵照該租賃繳付租金，該保證人或擔保人根據任何文件，對有關業主負有法律責任。

- (e) terminating the tenancy;
  - (f) exercising a right of re-entry or forfeiture;
  - (g) bringing an action in a court (including a tribunal) against the tenant;
  - (h) commencing any arbitral proceedings under the Arbitration Ordinance (Cap. 609) against the tenant;
  - (i) presenting a bankruptcy petition under the Bankruptcy Ordinance (Cap. 6) against the tenant;
  - (j) making an application under section 670 of the Companies Ordinance (Cap. 622) for a meeting of creditors to be summoned to agree to a compromise or an arrangement in relation to the tenant;
  - (k) presenting a winding-up petition under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) against the tenant;
  - (l) commencing or levying an execution, distress or other legal proceedings against the tenant's property; and
  - (m) appointing a receiver or manager over the tenant's property.
- (8) To avoid doubt, a landlord is not barred under subsection (4) or (6) from taking, or continuing to take, any action on a ground other than the tenant's failure described in subsection (4) or (6) (as the case requires).
- (9) Subsections (4), (5) and (6) cease to apply in relation to a tenancy for any premises once—
- (a) the tenancy is terminated on a ground other than the tenant's failure described in subsection (4) or (6) (as the case requires);

## 6. 第 5 條的補充條文

- (1) 在第 5(4) 及 (5) 條或第 5(6) 條 (視情況所需而定) 就某租賃而適用的期間內，凡該租賃的業主或某人代表該業主作出任何行為，該行為不得視為該業主放棄就有關租戶沒有遵照該租賃繳付租金，而行使在該租賃下的權利，但如該行為屬書面明示放棄該權利，則屬例外。

- (b) the tenancy expires or otherwise comes to an end, unless the tenancy is renewed immediately afterwards either automatically or in exercise of a right of renewal under the tenancy; or
- (c) the premises are no longer used wholly or primarily as specified premises under the tenancy, or the specified premises are removed from Part 2 of the Schedule.

- (10) A landlord who takes, or continues to take, any action in contravention of subsection (4) or (6) commits an offence and is liable on conviction on indictment to a fine—

- (a) that is equal to twice the amount of the rent claimed, in relation to the action concerned, by the landlord to be in arrears; and
- (b) that is, in any event, not less than \$50,000, unless the court (including a magistrate) considers that imposing a lower fine is just and equitable in the circumstances of the case.

- (11) In subsection (7)(c), (g), (h), (i), (j), (k), (l) and (m)—

*tenant* (租戶), in relation to a tenancy, includes the guarantor or surety of the tenant who incurs liability to the landlord under any document on the tenant's failure to pay the rent in compliance with the tenancy.

## 6. Provisions supplementary to section 5

- (1) No conduct by or on behalf of the landlord of a tenancy, while section 5(4) and (5) or section 5(6) (as the case requires) applies in relation to the tenancy, other than giving an express waiver in writing, is to be regarded as waiving a right of the landlord under the tenancy in respect of the tenant's failure to pay the rent in compliance with the tenancy.

- (2) 凡若非第 5 條的實施，任何租賃的業主本可作出任何作為，則該業主可在以下兩個時間中的較早者 (**結束時間**) 之後，作出該作為——
- (a) 保護期屆滿之時；
  - (b) 第 5(4) 及 (5) 條或第 5(6) 條 (視情況所需而定) 根據第 5(9) 條停止就該租賃而適用當日開始之時。
- (3) 就第 (2) 款而言，如任何租賃的業主具有權利，採取或繼續採取第 5(7) 條所指明的任何行動，而根據任何法律或文件，該權利只可在某限期內行使，則該限期須在結束時間之後，延長一段期間，為期相等於該業主採取或繼續採取該行動的權利受第 5 條所規限的期間。

## 7. 某些處所的抵押的執行

- (1) 凡任何處所的業主為了某貸款 (**有抵押貸款**)，就該處所 (或該處所中的任何權益，或可就該處所收取的任何租金) 設定以某貸款人為受惠方的抵押，如第 5(4) 及 (5) 條或第 5(6) 條在某期間 (**受影響期**) 內就該處所 (**抵押品處所**) 的租賃而適用，則在以下前提下，第 (3) 及 (4) 款就該有抵押貸款而適用——
- (a) 有關租戶沒有遵照該租賃繳付租金，但該業主就 (或繼續就) 該租戶沒有繳付租金而採取任何行動的權利，受第 5 條所規限；及
  - (b) 於——
    - (i) 如第 5(4) 及 (5) 條就該租賃而適用——由 2022 年 1 月 1 日開始至受影響期屆滿之時結束的期間內；或
    - (ii) 如第 5(6) 條就該租賃而適用——受影響期內，

- (2) The landlord of a tenancy may, after the earlier of the following (**ending time**)—
- (a) the expiry of the protection period;
  - (b) the beginning of the day on which section 5(4) and (5) or section 5(6) (as the case requires) ceases to apply in relation to the tenancy under section 5(9),
- do any act that could have been done by the landlord but for the operation of section 5.
- (3) For the purposes of subsection (2), if the right of the landlord of a tenancy to take, or continue to take, any action specified in section 5(7) may, under any law or document, only be exercised within a period, that period is to be extended after the ending time by a period of time that is of the same length as the period during which the landlord's right to take, or continue to take, that action is subject to section 5.

## 7. Enforcement of security on certain premises

- (1) Where a security is created on any premises (or on any interest in any premises or any rent receivable in respect of any premises) in favour of a lender by the landlord of the premises (**subject premises**) for a loan (**secured loan**), and section 5(4) and (5) or section 5(6) applies in relation to the tenancy for the subject premises for a period of time (**affected period**), subsections (3) and (4) apply in relation to the secured loan if—
- (a) the tenant fails to pay the rent in compliance with the tenancy, but the landlord's right to take, or continue to take, any action in respect of the tenant's failure is subject to section 5; and
  - (b) there is a default during—

在遵照有關的貸款協議償還該有抵押貸款的任何款額 (或就該貸款繳付任何其他款項) 方面, 出現違約 (**還款違約**), 而在顧及第 (2) 款所指明的因素後, 該業主可合理地確立 (a) 段描述的事宜, 是其無能力避免還款違約的唯一原因, 或是一個重要原因。

- (2) 有關因素是 ——
- (a) 有關租戶沒有遵照有關租賃繳付租金和上述還款違約的性質, 以及其嚴重性; 及
- (b) 有關業主的整體財務狀況。
- (3) 現禁止有抵押貸款的貸款人在受影響期內就 (或繼續就) 還款違約, 採取任何一項或多於一項第 (5) 款所指明的行動。
- (4) 如有抵押貸款的貸款人採取任何行動, 而該行動 (或其任何部分) 是就第 (1)(b)(i) 款描述的還款違約而採取的, 若該行動 (或部分行動) 在受影響期開始時尚未了結, 則該行動 (或部分行動) 須予以擱置, 直至受影響期屆滿之時為止。
- (5) 有關行動是 ——
- (a) 強制執行就抵押品處所 (或抵押品處所中的任何權益, 或可就抵押品處所收取的任何租金) 設定的抵押;
- (b) 就未償還款額的還款, 提出訴訟;
- (c) 追討未償還款額所孳生的利息, 或追討對該款額施加的附加費;
- (d) 行使《物業轉易及財產條例》(第 219 章) 附表 4 第 2、3、4、5、6、7、8 及 9 段所述的任何權力;
- (e) 就抵押品處所行使管有權;
- (f) 出租或出售抵押品處所;
- (g) 申請交付抵押品處所的管有權;

- (i) if section 5(4) and (5) applies in relation to the tenancy—the period beginning on 1 January 2022 and ending on the expiry of the affected period; or
- (ii) if section 5(6) applies in relation to the tenancy—the affected period,

in repayment of any amount of the secured loan (or payment of any other sum in respect of the loan) in compliance with the relevant loan agreement (**repayment default**) and, having regard to the factors specified in subsection (2), the landlord can reasonably establish that the matters described in paragraph (a) are the sole reason or a significant reason for the landlord's inability to avoid the repayment default.

- (2) The factors are—
- (a) the nature and magnitude of the tenant's failure and the repayment default; and
- (b) the overall financial condition of the landlord.
- (3) During the affected period, the lender of a secured loan is barred from taking, or continuing to take, any one or more of the actions specified in subsection (5) in respect of the repayment default.
- (4) Any action (or any part of an action) taken by the lender of a secured loan in respect of the repayment default described in subsection (1)(b)(i), if pending when the affected period begins, is to be stayed until the expiry of the affected period.
- (5) The actions are—
- (a) enforcing the security created on the subject premises (or on any interest in the subject premises or any rent receivable in respect of the subject premises);
- (b) suing for repayment of the amount in default;

- (h) 強制執行有抵押貸款的其他附屬抵押品；
  - (i) 由於還款違約觸發任何關於連帶違責的合約條款，針對有關業主，根據任何其他追索權利提出索求或訴訟；
  - (j) 針對有關業主，在法院（包括審裁處）提出訴訟，包括止贖訴訟；
  - (k) 針對有關業主，根據《仲裁條例》（第 609 章）展開仲裁程序；
  - (l) 針對有關業主，根據《破產條例》（第 6 章）提出破產呈請；
  - (m) 根據《公司條例》（第 622 章）第 670 條申請召開債權人會議，以同意關於有關業主的某妥協或安排；
  - (n) 針對有關業主，根據《公司（清盤及雜項條文）條例》（第 32 章）提出清盤呈請；
  - (o) 針對有關業主的財產展開任何執行情序、扣押該等財產予以徵取，或針對該等財產展開其他法律程序；及
  - (p) 針對有關業主的財產，委任接管人或經理人。
- (6) 為免生疑問，凡某事宜不屬還款違約，第 (3) 款不禁止有關貸款人以（或繼續以）該事宜為理由，採取任何行動。
- (7) 如任何貸款人在違反第 (3) 款的情況下，採取或繼續採取任何行動，該貸款人即屬犯罪，一經循公訴程序定罪，可處符合以下說明的罰款——
- (a) 凡該貸款人就有關的行動聲稱某款額屬還款違約的款額——相等於該款額的兩倍；及
  - (b) 無論如何不少於 \$50,000，但如法庭（包括裁判官）認為，判處較低罰款在有關個案的情況下屬公平及公正，則不在此限。
- (8) 在本條中——

- (c) recovering interest or surcharge on the amount in default;
- (d) exercising any of the powers mentioned in paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 of the Fourth Schedule to the Conveyancing and Property Ordinance (Cap. 219);
- (e) entering into possession of the subject premises;
- (f) letting or selling the subject premises;
- (g) applying for delivering the possession of the subject premises;
- (h) enforcing other collateral securities for the secured loan;
- (i) making demand against, or suing, the landlord under any other right of recourse as a result of the repayment default triggering any contractual cross default clause;
- (j) bringing an action (including a foreclosure action) in a court (including a tribunal) against the landlord;
- (k) commencing any arbitral proceedings under the Arbitration Ordinance (Cap. 609) against the landlord;
- (l) presenting a bankruptcy petition under the Bankruptcy Ordinance (Cap. 6) against the landlord;
- (m) making an application under section 670 of the Companies Ordinance (Cap. 622) for a meeting of creditors to be summoned to agree to a compromise or an arrangement in relation to the landlord;
- (n) presenting a winding-up petition under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) against the landlord;
- (o) commencing or levying an execution, distress or other legal proceedings against the landlord's property; and

**業主 (landlord) —**

- (a) 在第 (1)(b)、(2) 及 (5)(i)、(j)、(k)、(l)、(m)、(n)、(o) 及 (p) 款中，就有抵押貸款而言，包括符合以下說明的人：根據有關抵押協議、貸款協議或關於該貸款的任何其他文件，該人有義務償還該貸款的任何款額（或就該貸款繳付任何其他款項）；及
- (b) 在第 (5)(i)、(j)、(k)、(l)、(m)、(n)、(o) 及 (p) 款中，就有抵押貸款而言，亦包括符合以下說明的有關業主（或 (a) 段所述的人）的保證人或擔保人：一旦發生還款違約，該保證人或擔保人根據任何文件，對有關貸款人負有法律責任。

**8. 第 7 條的補充條文**

- (1) 在受影響期內，凡第 7(1) 條所指的有抵押貸款（**有抵押**

- (p) appointing a receiver or manager over the landlord's property.
- (6) To avoid doubt, a lender is not barred under subsection (3) from taking, or continuing to take, any action on a ground other than the repayment default.
- (7) A lender who takes, or continues to take, any action in contravention of subsection (3) commits an offence and is liable on conviction on indictment to a fine—
  - (a) that is equal to twice the amount of the repayment default claimed, in relation to the action concerned, by the lender; and
  - (b) that is, in any event, not less than \$50,000, unless the court (including a magistrate) considers that imposing a lower fine is just and equitable in the circumstances of the case.
- (8) In this section—  
**landlord** (業主)—
  - (a) in subsections (1)(b), (2) and (5)(i), (j), (k), (l), (m), (n), (o) and (p), includes, in relation to a secured loan, any person who, under the security agreement, loan agreement or any other documents in relation to the loan, is under an obligation to repay any amount of the loan (or pay any other sum in respect of the loan); and
  - (b) in subsection (5)(i), (j), (k), (l), (m), (n), (o) and (p), also includes, in relation to a secured loan, the guarantor or surety of the landlord (or a person mentioned in paragraph (a)) who incurs liability to the lender under any document on a repayment default.

**8. Provisions supplementary to section 7**

- (1) No conduct by or on behalf of the lender of a secured loan

**貸款**) 的貸款人作出 (或某人代表該貸款人作出) 任何行為, 該行為不得視為該貸款人放棄就第 7(1) 條所指的還款違約, 而行使在有關抵押協議、貸款協議或關於該有抵押貸款的任何其他文件下的權利, 但如該行為屬書面明示放棄該權利, 則屬例外。

- (2) 凡若非第 7 條的實施, 有抵押貸款的貸款人本可作出任何作為, 則該貸款人可在受影響期屆滿之後, 作出該作為。
- (3) 就第 (2) 款而言, 如有抵押貸款的貸款人具有權利, 採取或繼續採取第 7(5) 條所指明的任何行動, 而根據任何法律或文件, 該權利只可在某限期內行使, 則該限期須在受影響期屆滿之後, 延長一段期間, 為期相等於受影響期。
- (4) 在本條中 ——

**受影響期** (affected period) 就有抵押貸款而言, 其涵義如下: 凡該貸款的貸款人具有權利, 採取或繼續採取第 7(5) 條所指明的任何行動, 而在某期間內, 該權利受第 7 條所規限, 該期間即屬**受影響期**。

## 9. 修訂附表

財政司司長可藉於憲報刊登的公告, 修訂附表。

(within the meaning of section 7(1)) (**secured loan**) during the affected period, other than giving an express waiver in writing, is to be regarded as waiving a right of the lender under the security agreement, loan agreement or any other documents in relation to the secured loan for a repayment default (within the meaning of section 7(1)).

- (2) The lender of a secured loan may, after the expiry of the affected period, do any act that could have been done by the lender but for the operation of section 7.
- (3) For the purposes of subsection (2), if the right of the lender of a secured loan to take, or continue to take, any action specified in section 7(5) may, under any law or document, only be exercised within a period, that period is to be extended after the expiry of the affected period by a period of time that is of the same length as the affected period.
- (4) In this section—

**affected period** (受影響期), in relation to a secured loan, means the period during which the right of the lender of the loan to take, or continue to take, any action specified in section 7(5) is subject to section 7.

## 9. Amendment of Schedule

The Financial Secretary may, by notice published in the Gazette, amend the Schedule.

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第 644 章

附表 —— 第 1 部

Schedule—Part 1

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Cap. 644

## 附表

[ 第 2、5 及 9 條 ]

### 指明處所

#### 第 1 部

#### 釋義

1. 在本附表中 ——  
**幼兒中心** (child care centre) 指《幼兒服務條例》(第 243 章) 所指的幼兒中心；  
**表列處所** (scheduled premises) 具有《第 599F 章》第 2 條所給予的涵義，但不包括 ——
  - (a) 郵輪；及
  - (b) 超級市場；**旅行代理商** (travel agent) 指《旅行代理商條例》(第 218 章) 所指的旅行代理商；  
**《第 599F 章》** (Cap. 599F) 指《預防及控制疾病 (規定及指示) (業務及處所) 規例》(第 599 章，附屬法例 F)；  
**補習學校** (tutorial school) 指《教育 (豁免) (提供非正規課程的私立學校) 令》(第 279 章，附屬法例 F) 第 2 條所界定的獲豁免學校；  
**超級市場** (supermarket) 指《第 599F 章》附表 2 第 1 部第 23 項描述的自助商店；  
**郵輪** (cruise ship) 具有《第 599F 章》附表 2 第 2 部第 1 條所給予的涵義；

## Schedule

[ ss. 2, 5 & 9 ]

### Specified Premises

#### Part 1

#### Interpretation

1. In this Schedule—  
**Cap. 599F** (《第 599F 章》) means the Prevention and Control of Disease (Requirements and Directions) (Business and Premises) Regulation (Cap. 599 sub. leg. F);  
**catering business premises** (餐飲業務處所) has the meaning given by section 2 of Cap. 599F;  
**child care centre** (幼兒中心) means a child care centre within the meaning of the Child Care Services Ordinance (Cap. 243);  
**cruise ship** (郵輪) has the meaning given by section 1 of Part 2 of Schedule 2 to Cap. 599F;  
**employment agency** (職業介紹所) has the meaning given by section 50(1) of the Employment Ordinance (Cap. 57);  
**scheduled premises** (表列處所) has the meaning given by section 2 of Cap. 599F, but excludes—
  - (a) a cruise ship; and
  - (b) a supermarket;**supermarket** (超級市場) means a self-service shop described in item 23 of Part 1 of Schedule 2 to Cap. 599F;



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第 644 章

附表 —— 第 2 部

**餐飲業務處所** (catering business premises) 具有《第 599F 章》第 2 條所給予的涵義；

**職業介紹所** (employment agency) 具有《僱傭條例》(第 57 章) 第 50(1) 條所給予的涵義。

## 第 2 部 指明處所

第 1 欄 項	第 2 欄 處所類型
1.	表列處所
2.	餐飲業務處所
3.	根據《食物業規例》(第 132 章, 附屬法例 X)(《 <b>第 132X 章</b> 》)、《食物業規例 (豁免第 31(1) 條規定) 公告》(第 132 章, 附屬法例 Z)、《冰凍甜點規例》(第 132 章, 附屬法例 AC) 或《奶業規例》(第 132 章, 附屬法例 AQ) 經營任何以下食物業所在的處所 (超級市場除外) —— (a) 《第 132X 章》第 31(2) 條所界定的食物製造廠； (b) 《第 132X 章》第 31(2) 條所界定的食肆； (c) 《第 132X 章》第 31(2) 條所界定的工廠食堂；

Schedule—Part 2

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Cap. 644

**travel agent** (旅行代理商) means a travel agent within the meaning of the Travel Agents Ordinance (Cap. 218);

**tutorial school** (補習學校) means an exempted school as defined by section 2 of the Education (Exemption) (Private Schools Offering Non-Formal Curriculum) Order (Cap. 279 sub. leg. F).

## Part 2 Specified Premises

Column 1 Item	Column 2 Type of premises
1.	Scheduled premises
2.	Catering business premises
3.	Premises (other than supermarket) where any of the following food businesses is carried on under the Food Business Regulation (Cap. 132 sub. leg. X) ( <b>Cap. 132X</b> ), the Food Business Regulation (Exemption from Section 31(1)) Notice (Cap. 132 sub. leg. Z), the Frozen Confections Regulation (Cap. 132 sub. leg. AC) or the Milk Regulation (Cap. 132 sub. leg. AQ)— (a) food factory (as defined by section 31(2) of Cap. 132X); (b) restaurant (as defined by section 31(2) of Cap. 132X); (c) factory canteen (as defined by section 31(2) of Cap. 132X);

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第 644 章

附表 —— 第 2 部

第 1 欄 項	第 2 欄 處所類型
	(d) 《第 132X 章》第 31(2) 條所界定的燒味及滷味店；
	(e) 《第 132X 章》第 31(2) 條所界定的新鮮糧食店；
	(f) 《第 132X 章》第 31(2) 條所界定的凍房；
	(g) 《第 132X 章》第 31(2) 條所界定的綜合食物店；
	(h) 《第 132X 章》第 31(2) 條所界定的冰凍甜點製造廠；
	(i) 《第 132X 章》第 31(2) 條所界定的奶品廠
4.	幼兒中心
5.	幼稚園
6.	私立小學日校及私立中學日校，包括國際學校、私立獨立學校及其他提供正規課程的私立中小學日校
7.	零售店鋪，但不包括超級市場
8.	補習學校
9.	用作提供興趣班的處所
10.	用作經營旅行代理商業務的處所
11.	用作經營郵輪業務的處所

Schedule—Part 2

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Cap. 644

Column 1 Item	Column 2 Type of premises
	(d) siu mei and lo mei shop (as defined by section 31(2) of Cap. 132X);
	(e) fresh provision shop (as defined by section 31(2) of Cap. 132X);
	(f) cold store (as defined by section 31(2) of Cap. 132X);
	(g) composite food shop (as defined by section 31(2) of Cap. 132X);
	(h) frozen confection factory (as defined by section 31(2) of Cap. 132X);
	(i) milk factory (as defined by section 31(2) of Cap. 132X)
4.	Child care centre
5.	Kindergarten
6.	Private primary day school and private secondary day school, including international school, private independent school, and other private primary day school and private secondary day school offering formal curriculum
7.	Retail shop, but excluding supermarket
8.	Tutorial school
9.	Premises where hobby classes are provided
10.	Premises where the business of travel agents is carried on
11.	Premises where the business of cruise ships is carried on

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第 644 章

附表 —— 第 2 部

第 1 欄 項	第 2 欄 處所類型
12.	用作經營職業介紹所業務的處所
13.	用作經營舉辦流行音樂會業務的處所
14.	用作經營學校及專上院校餐飲供應商業務的處所
15.	用作經營洗衣業的處所
16.	用作經營洗餐具業的處所
17.	藝術文化界的表演藝術團體用作營運其業務的處所
18.	用作經營生鮮食品批發業務的處所

Schedule—Part 2

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Cap. 644

Column 1 Item	Column 2 Type of premises
12.	Premises where the business of employment agencies is carried on
13.	Premises where the business of organizing pop concerts is carried on
14.	Premises where the business of providing catering services for schools and post secondary education institutions is carried on
15.	Premises where the laundry trade is carried on
16.	Premises where the dishware washing trade is carried on
17.	Premises where a performing arts group in the arts and culture sector operates the business of the group
18.	Premises where the fresh food wholesale business is carried on