

條款及細則

當簽定報價單時，本條款及細則即隨生效，並與報價單一同具有法律效力。

A. 引言

1. 本公司 / 我們(Crownwell Contracting (HK) Company Limited)具備由香港商業登記署簽發的香港商業登記證明文件給予本公司在香港從事有關行業，作為我們可在香港作為裝飾、營造、維修工程行業。

2. 協議

本條款及細則經雙方確認作為一份補充文件。我們與客戶雙方同意並簽署報價單作為一份總價合約。雙方確認我們提供的工程服務及客戶支付的金額，並於報價單上詳細列出。

3. 展開工程

雙方先通過設計方案，客戶簽署報價單或支付首期款項或材料或施工人員到達現場(以日子較遲為準)，及開始於報價單內所訂明之工作，作為計算首開工日。

Agreement

This Terms and Conditions is part of agreement and binding with the signed quotation. Upon signed on quotation, this Terms and Conditions effective immediately.

Recitals

1. Our Company/ we (Crownwell Contracting (HK) Company Limited) possesses a Business Registered Certificate issued by Hong Kong Company Registry, as which authorised us to carry a business of decoration, construction, maintenance work in the construction industry in Hong Kong.

2. Agreement

This Terms and Conditions as a supplement document and confirmed by both parties. We and our Client both agreed and signed on quotation as a Fixed Term Agreement. The construction service provided by us, and payment paid by Client are mutually agreed and all listed in detail in quotation.

3. Commencement of Works

Both parties shall reach the agreement on design plan first. At the date that Client sign the quotation or pay the 1st installment or materials deliver to the Construction Site or workmen commence to work (whichever is later) for the work stipulated on the quotation as the first day work.

4. 竣工

報價單內所訂立的項目內容全部完成後，經客戶驗收或客戶開始使用單位或營業(以日子較早的為準)，將視作竣工。

5. 驗收合格

客戶在驗收清單上簽收或蓋印將視作為驗收合格。而客戶於未正式竣工或驗收前搬入或使用所指明單位，便視作驗收合格。

6. 工程順延

如非本公司的責任而導致工程進度受影響，工程期限應以相應延遲。在工期順延的情況下，本公司不需承擔任何責任。

B. 工程監督

若工程實行專人作工程監督，客戶應將有關監督人員姓名及公司委託人的姓名、監督範疇、監督人員資歷、聯絡方式等通知本公司。

4. Completion of Works

Client conduct inspection or client start to occupy the premises or operate their business (whichever is earlier), would be deemed as Completion of Work.

5. Acceptance

Client sign or stamp on the acceptance list would be deemed as acceptance of all the work done by us. Client move in or use the designated premises, also would be deemed as acceptance.

6. Extension of Time

In the event that not our fault to affect the progress of the Construction Work and the period of time for those Construction Work has to delay or extend, we are not liable on extension of time.

B. Project Supervision

In the event that a supervisor assigned by Client for the project supervision, Client shall provide the relevant details to us, such as name of the supervisor and name of the authorised person, scope of supervision, the resume of the supervisor and contact method.

C. 設計與圖紙

1. 若客戶自行提供設計，需開工最少七天前提供已確定之施工圖紙予本公司。本公司將會檢閱圖紙，如有改圖必要，將於開工前三天通知客戶。

2. 設計的圖紙包括如下:

- 總平面圖
- 傢俱分佈圖
- 開線圖
- 天花圖
- 地面圖案圖
- 正視圖
- 剖面圖
- 各元件大樣圖
- 設備圖
- 冷氣槽分佈圖
- 電圖
- 燈圖
- 來去水喉圖
- 消防設施圖
- 門及窗之材料和顏色
- 用料分佈圖

3. 所有設計必須符合香港最新的法例、守則、施工標準。

C. Design and Drawings

1. In the event that client use their own design, the confirmed Working Drawings shall be provided to us at least 7 days prior Commence of Work. We would review on the Working Drawings. If an alteration of the Drawings is necessary, we would inform our Client 3 days prior Commence of Work

2. Designed Drawings include the following:

- General Layout
- Furniture Layout
- Setting Out Plan
- Ceiling Plan
- Floor Pattern Plan
- Elevation View
- Section View
- Each Component Detail
- Equipment Layout
- Air conditioning dust layout plan
- Electrical Layout Plan
- Lighting Layout Plan
- Plumbing and Drainage Layout plan
- Fire Service Equipment Plan
- Colour of Door and Windows Schedule
- Material Distribution Layout

3. All design must comply with the latest Laws, Codes and Construction Standard in Hong Kong.

4. 所有在單位內使用的飾面及顏色色版，將會在開工三天前交給客戶；

客戶亦需要在開工前審核飾面用料與色版，最少在開工前一天將意見通知本公司。

若本公司三天內沒有收到客戶對飾面用料及顏色上的書面溝通，本公司可將提交審批的飾面用料及顏色視作已獲客戶批核。

如客戶經過 2 次來回書面溝通後仍未合心意時工程將會順延。

4. All the finishes and colour plates uses in the Construction Site, which would be submitted to Client 3 days prior to Commencement of Work;

Client has an obligation to review the submitted material of finishes and colour plates before Commences to Work, and a comment shall be given to us at least 1 day prior Commences to Work.

After summitted finishes and colour plates to Client, approval shall deem as granted if we do not receive any written notice from Client within 3 days;

The period of time of Construction Work is likely to be extended if no agreement has been reached after 2 times written communication with Client.

D. 客戶工作

1. 客戶必須按期支付工程款項予本公司，如客戶未能按期支付，工程將會順延。當收到相關工程款項後，工程將會在順延及另加七天待工作安排妥當後再繼續施工。

2. 客戶有責任在開工前讓本公司進入單位度尺、複尺、視察環境等工作。

3. 客戶有責任在開工時將施工地方清理，以不影響施工為原則。

Client's Duties

1. Client shall settle the project payment on time. In the event that Client fails to pay, the project would be postponed; After the payment has been settled, the project would re-start after 7 days for work preparation.

2. Client has the obligation to give us a permission to enter the Construction Site for measurement and inspection prior Commence to Work.

3. With the principle of no affection on Construction Work, Client has the obligation to clean the Construction Site prior Commence to Work.

4. 客戶必須提供水源、電源、廁所設施給予本公司施工之用。

4. Client shall provide water, electricity and toilet to us for work.

5. 客戶必須協助本公司取得在單位內開工的同意書。若屋苑，商場或管理公司對單位內部裝修有所規範，客戶必須於報價時通知本公司。

5. Client shall assist us to obtain a Permit-to-Work in the Construction Site; Client shall inform us before quotation for any restriction requirements on interior construction by housing estate, shopping mall or management company.

6. 客戶有責任協助本公司協調與鄰理間的關係。

6. Client has the obligation to assist us in coordinating the relationship with neighbor.

7. 客戶不得要求本公司作違反香港法例或要本公司違反專業守則行為。

7. Client shall not request us to violate the laws of Hong Kong or our professional code of conduct.

8. 客戶有責任準時到現場作竣工驗收。

8. Client has an obligation of arriving on time at the Construction Site to carry out a Completion Inspection.

9. 本公司施工中有少數民族工人，殘疾人士，客戶不得作任何歧視行為。

9. Client shall not discriminate on workmen who are minority or disabled and work on the Construction Site.

10. 本公司在進行工程時有特別為工程的宗教儀式(如祈禱，敬地主等)，在不擾及鄰理情況下及造成污染下，客戶不應作出任何宗教歧視行為。

10. Client shall not discriminate on any religious, under the circumstance of not disturbing neighbors and causing pollution, as we have certain religious ceremony (such as pray, worship God etc.) during the Construction Work.

11. 客戶同意在接受本公司所提供服務即接受本公司有可能轉聘其他分判商提供服務。

12. 當客戶所訂購的元件如不能在現場安裝，因而引起之損失，包括增加之費用和施工時間，應由客方承擔。

E. 本公司工作

1. 本公司在施工時嚴格執行施工規範、質量標準、安全操作、防火規定、保護房產、按期完成已簽訂的報價單內所訂明的工程內容。

2. 本公司及其工人將遵守屋苑，商場或管理公司所定的規則。

3. 在未得屋宇署或有關政府部門批准下，不得拆改建築物內的結構及耐火元件。

4. 本公司不會擾及鄰里、到其他單位宣傳及在未經客戶同意下帶第三方人員到客戶單位作參觀等行為。

5. 本公司應嚴格遵守香港《噪音管制條例》及屋苑、商場或管理公司對噪音的管制。

11. Client agree to accept the services provided by us at the same time agree other sub- contractor may be appointed by us to provide service.

12. Client shall bear the loss including the occurred cost and extended time for Construction Work in the event that the ordered materials by Client are not fit to use.

E. Our Duties

1. We would strictly execute construction specifications, quality standard, safety operations, fire protection regulation, properties protection, and complete the jobs specified on the signed quotation.

2. We and our workmen would comply with the rules which stipulated by housing estate, shopping mall and management company.

3. The structure and fire resisting components in the building shall not be demolished without approval from Building Departments or the relevant government department.

4. We would not disturb the neighbors of the premises, marketing to other units and not to bring the third party to the premises for visiting without consent from Client.

5. We would comply with the Noise Control Ordinance of Hong Kong, and the noise control policy stipulated by housing estate, shopping mall and management company.

F. 後加工程

在施工期間對已簽訂的報價單內所訂明的工程內容有所更改或後加工程工作，雙方應當協商一致並簽訂另一份後加報價單。

G. 材料供應

1. 在連工包料的設計及營造之總單價協議中，本公司將按照設計圖的安裝，有關的飾面材料及配件在現場完成安裝工作。

2. 在局部性包料的協議中，本公司將會按工程中包括材料及不包括的材料項目列在附件的物料清單中。

3. 如客人提供的材料，會按照設計圖樣再跟客人商議數量。

4. 材料送抵現場時，本公司在可行的時間進行檢測外觀的完整性，客戶則負責物料的质量。

F. Additional Work in Construction

An additional quotation shall be signed by both parties for any work change and add during the Construction Work.

G. Material Supply

1. In negotiating the total price of the labour and material inclusively and construction, we would base on the design plan for installation, and the relevant finishes materials and parts would be installed at the Construction Site.

2. In negotiating the material partial inclusive, we would list all materials inclusive and non-inclusive on the material list.

3. In the event that materials provided by client, we would base on the designed plan to negotiate the quantity with Client

4. While the materials deliver to the Construction Site, we would examine the appearance completeness in applicable time, and Client shall check on the quality of the materials.

5. 本公司有責任於開工前確認客戶所訂購的材料的送貨期，如材料不能按時送抵現場，本公司將於開工或訂購前知會客戶，並協商更改或順延工程工期，因延誤所產生的損失由客戶負責。

6. 本公司可行的情況下，協助客戶訂購的材料，材料的品質、操作性及是否適合客戶使用，並於在購買前提點客戶。

7. 若訂購的材料是不合法所得、侵犯版權物品、未完稅商品、不明來歷或違法商品等的材料，任何一方在不知情況下，而將此等材料安裝於現場，負責訂購的一方(客戶或本公司)需負上全責包括更換、賠償等費用。

5. We would responsible to confirm with Client for the deliver date of the ordered material. In the event that late delivery, we would inform Client before Commences to Work or order the material, and discuss to change or postpone the completion date of construction. The Client shall solely responsible for the loss caused by delay.

6. Before procurement on any materials, we would be responsible to remind and assist Client in ordering materials, in regard to the quality of materials, operation and suitable to use.

7. In the event that the ordered materials are illegally obtained, infringing goods, unpaid tax products, from an unknown source or illegal goods, which installed in the Construction Site and unaware by both parties, the party who order such materials, shall be responsible for all costs including alternation and damages etc.

8. 如任何一方對另一方提供的材料持有異議而需進行第三方檢驗，檢查費由異議一方先行墊付，檢查費、多花工程期及有關受影響的費用由負方付。

8. In the event that the ordered materials are doubted by one party, and carry out an examination by third party, the examination fee shall be paid by the doubting party first. In the event that, the result shown that the ordered materials are appropriate to use, the doubting party shall bear examination fee, the expenses of additional construction days and all the cost occurred in regard to the third-party examination. in the event that, the result shown that the ordered materials are inappropriate to use, the opposite party shall bear all the cost including the examination fee, the expenses of additional construction days and all the cost occurred in regard to the third-party examination.

H. 工程延誤

如有以下情況發生，工程應當延遲，需要時間與客戶商討。

H. Delay

If the following occur, the Construction Work shall be postponed and discussed with Client.

1. 工程量變化或設計變更，改動的項目直接影響施工流程。
2. 得到客戶一同同意工期順延。
3. 客戶未按已簽訂的報價單內所訂明之協議完成其應當負責的工作而影響進度。
4. 客戶必須按期支付工程款項予本公司，如客戶未能按期支付，工程將會順延。當收到相關工程款項後，工程完工日期將會順延及另加七天待工作安排妥當後再繼續施工。

1. The change of construction workload or design, project alteration which directly affect the construction process.
2. Both parties agree to extend the construction period.
3. Client fails to complete his obligation which stipulated in the signed quotation, and affect the process.
4. Client shall pay the project payment to us on time. In the event that Client fails to pay, the project would be postponed; After the payment has been settled, the project would re-start after 7 days for work preparation.

5. 由客戶所訂購的物料不能按時送抵現場，影響進度而延誤，受影響的費用及工期由客戶負責。

6. 因懸掛八號或以上颱風訊號或黑色暴雨警告訊號而影響工程進度，完工日期理應順延。

I. 工程驗收

在施工過程中，分下列項目對工程質量進行驗收：

- 材料驗收
- 隱蔽工程驗收
- 水電工程及設備測試
- 竣工驗收

本公司將會通知客戶有關日期，客戶必須按期驗收，如客戶沒有檢查，本公司可視作合格。

J. 竣工驗收

1. 本公司將在完工前通知客戶驗收日期，客戶應按時親自或派員到場現場檢查及驗收完成物品。

5. In the event that the materials ordered by Client and fails to deliver on time, Client shall be responsible for the incurred cost and construction period caused by the late delivery.

6. Due to Typhoon Signal No.8 or above or Black Rainstorm Signal is hoisted and affecting the progress of the Construction Work, the Completion Date would be postponed.

I. Inspection

During the Construction Work, the following inspection shall be taken:

- Material Inspection
- Concealed Construction Inspection
- Water and Electricity and Facility Testing
- Completion Inspection

We would inform Client for the date of inspection, and Client shall take the inspection on time. In the event that Client fails to take the inspection on the specific date without informing us, all the construction work shall be deemed as check and accept by the Client.

J. Completion Inspection

1. We would inform Client regarding to the date of Completion Inspection before completion; Client shall in person or authorised a representative for the Completion Inspection and check on the finished goods.

2. 當客戶竣工驗收後如發現有施工質量或用料問題，必須即時通知本公司。

3. 如雙方未辦理驗收手續，如客戶擅自入住或使用或開始經營業務，將視同驗收合格，如有損失，將由客戶承擔。

4. 本工程驗收合格或入住或使用或開始經營業務之日起 (以較早為準)，在正常使用條件下室內裝修工程保養期限為六個月。

5. 本公司必須在客戶簽妥竣工證明書後的三十天內，將有關圖則交予客戶。

K. 違約責任

1. 協議一方未按約定履行協議。

2. 協議一方未按約定履行協議之義務和責任引致協議的另一方損失，違約方應當承擔賠償責任。

3. 因工程違反有關香港法律條例而受到處罰，應由違約方負責。

2. In the event that there are problems in quality or materials after completion, Client shall inform us promptly.

3. In the event that Client unauthorizedly live or use or start to operate his business before completion inspection, which shall be deemed as satisfied with all the construction work, and Client shall bear its own cost

4. From the date of signature of Certificate of Completion by both parties, or Client enter and live in or use or start to operate his business (whichever is earlier), the maintenance period last for 6 months under normal usage of the premises.

5 We shall issue the relevant Drawings to Client within 30 days after the date Client signed of the Certificate of Completion.

K. Default

1. The party fails to perform as agreed.

2.The party fails to perform his obligation and responsibility caused the loss of damages of the other party, the default party shall liable for compensation on the loss.

3. The default party shall liable for the construction work violates the laws and regulation of Hong Kong.

4. 協議一方將無法繼續履行協議，應當盡快通知協議的另一方，並由違約方承擔因協議解除而造成的損失。

5. 客戶未按協議所訂明的期數定期支付第二、三、四期款項，每延誤一日，應當向本公司支付協議總額的 0.2% 違約金，賠償最高額為協議總額的 5%。

L. 附則

1. 本協議條款及細則經客戶及本公司簽訂報價單及確認後即時生效。

2. 本公司有權使用該項目的完成相片或圖則作市場推廣用途。

3. 本協議條款及細則於履行完畢後自動終止。

4. 本協議條款有中英文版本，若出現分歧時將會以繁體中文版本為最終版本。

5. 本公司有權對條款及細則作出更改、刪除及增加，唯該等改變將在本公司公佈或通知客戶後即時生效。

4. The party who aware not able to perform as agreed, shall inform the other party promptly, and the default party shall bear the loss caused by agreement cancellation.

5. In the event that Client fails to pay the amount of 2nd, 3rd and 4th installment, a fine 0.2% of the contract sum shall be paid each day. The maximum fine would be 5% of the contract sum.

L. Provisions

1. Upon quotation signed and confirmed by Client and us, this Terms and Conditions effective accordingly.

2. We are entitled to use the finished photo and Drawings for marketing use.

3. This Terms and Condition terminate automatically upon completion of performance.

4. In the event that discrepancies between the Chinese and English version of this Terms and Conditions, the Traditional Chinese version shall prevail.

5. We reserve the rights to amend, delete and add the Terms and Conditions, effective upon announcement or notification to our Client.

6. 以上條款及細則只適用於冠藝工程有限
公司的客戶。

6. This Terms and Conditions only
applicable to the Client of Crownwell
Contracting (HK) Company Limited.

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