

SURVEYORS

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Building Surveying



General Practice

Land Surveying

Planning and Development



Property and Facility Management

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Surveying expertise
測量專業範疇



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香港測量師學會

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From the Editor 編者話

At the time of writing, it was still the Chinese New Year holidays. I would like to take this opportunity to wish all members a happy and prosperous Year of the Rat!

As you read through this issue of the *Surveyors Times*, you may find the Council getting into gear on various tasks already. In February, we had the first significant CPD in the year HKSAR Heritage Policy: Case study - HKJC Central Police Station Compound Revitalization Proposal. Another important event is the Surveyors Luncheon when Secretary for Development comes as the honorary guest. To sustain the Institute's development and surveyors' advocacy, more events will be organized. It is going to be a hardworking year and we do them all for you.

The front cover features some designer perspective images on the Institute's Library, they also appear on the back cover yet filled up by many of us, truly reflecting the important role played by members at large. You will find important literature on the surveying profession here, a place where useful reference books are available - all for the benefits of members across the board.

As our tradition goes, the last working Friday of each month is a time for the Surveyors Happy Hours, when drinks are available on a complimentary basis to all members. Please do come and enjoy a chat after office or school. Some snapshots showing past gatherings are on the back cover of this issue.

To save our environment, we are nearer to finalizing the *Surveyors Times - Online Version*. Members may soon choose to continue to receive hardcopies of the *Surveyors Times* or to read online. Details will be announced later. Please keep an eye on *Surveyors Times*. It is your handy companion.

Lesly Lam

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執筆之時，正藉農曆新年假期，在此謹祝大家鼠年進步。

從「測量師時代」本月的報道，你將發覺學會的每項工作經已啟動。在二月，率先為會員帶來本年度其中一個重要的研討會「香港賽馬會建議的中區警署建築群保育活化計劃」。其他重要項目，例如測量師午餐會一由發展局局長為主講嘉賓等，將會一一呈獻。為學會的持續發展而繁忙，甚麼也是值得的。

今期「測量師時代」的封面和封底，分別刊載了學會圖書館不同的影像，突顯出對學會來說，會員具體參與的重要性。圖書館廣泛收藏有關各《測量專業範疇》的書刊及相關參考資料，專為會員而設，歡迎使用。

每月的最後一個星期五工作天，在學會圖書館都會有歡樂時光，免費提供飲品及小食，讓會員在工餘或課餘後，能夠拋開工作，輕鬆一點。過去歡樂時光的片段，可以在封底看得到。

為環保出一分力，「測量師時代」網上版的準備工作已接近尾聲，會員可選擇不再收取印刷版，而改為網上閱讀，詳情容後公佈。敬請留意「測量師時代」，你的手邊夥伴。

林力山

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Surveying expertise

When every household was busy preparing for the Lunar New Year celebrations, General Council and respective Divisional Council members have also been working diligently on promoting various surveying disciplines and expertise. I am grateful to update you on some of the major activities and recent developments.

- We had a meeting with the Ministry of Construction in Beijing alongside other professionals on 18 January. One of the major issues is how HK professionals can obtain the relevant "practice licence" on the Mainland. A working group has been set up to continue communication with relevant parties on this topic.
- The first CPD in the Year of the Rat "HKSAR Heritage Policy - a case study: HKJC Revitalization Proposal on Central Police Station Compound" was held on 12 February when speakers from the HKSAR Government and the Hong Kong Jockey Club Charities Trust shared with us Government current heritage policy and the revitalization proposal on Central Police Station Compound respectively, it is encouraging to hear members on the floor expressing various areas of concern. Active participation by members in local affairs would be one of the many effective ways to reinforce and consolidate our expertise to both Government and society as a whole.
- January has been a busy month for the HKIS Saleable Area Working Group which had meetings with the Hong Kong Real Estate Developers Association (REDA), various Government departments and local surveying firms. The Executive Committee subsequently endorsed the issuance of a supplement entitled "Supplement to the Code of Measuring Practice" and that has been uploaded onto the home page of the Institute.
- A working group meeting was held on 4 February to review FIG membership. Opinions from the six divisions were gathered and discussed. We shall continue to review the situation.
- A Media Luncheon was successfully held on 16 January to introduce Council members and official spokesmen of the Institute to the local media.
- The Institute will be celebrating its 25th Anniversary in 2009. A committee headed by Vice-President Stephen Yip has been set up to organize a series of events for the celebration. The first meeting was held at the end of January and progress will be reported in the coming issue of the **Surveyors Times**.
- The Surveyors Luncheon has been scheduled on 29 February in World Trade Centre Club. It would be our honour to have Mrs Carrie Lam Cheng Yuet-ngor JP, Secretary for Development of the HKSARG as our guest speaker. All members are encouraged to join this type of gathering as it is both meaningful and helps to foster surveyor fraternity.
- A few days before the lunch, the HKIS Spring Reception would have taken place on 26 February at the Hong Kong Jockey Club in Happy Valley. We would have a number of honorable guests from Government and the academia. The event programme included a certificate award ceremony for all newly qualified surveyors.
- We have scheduled to visit various staff associations in Government and I hope to report on progress soon.

In addition to the above, the Institute is now raising funds for the relief operation in snowstorm-affected areas on the Mainland. We need your generous support and donation.

I wish you good health and fortune in the Year of the Rat.

Yu Kam-hung
President



測量專業範疇

正當各家各戶忙於準備慶祝農曆新年之際，理事會及各組別理事會成員亦努力埋首於推廣學會的專業領域。本人現謹與各位分享學會最新發展與活動：

- 1月18日，本會及其他專業人士與國家建設部會面，其中一項議題是商討香港專業人士如何取得內地「執業牌照」事宜。學會已成立工作小組，繼續與有關方面進行溝通。
- 學會鼠年第一個持續專業發展項目「香港的古蹟保育政策個案研究：香港賽馬會的中區警署建築群活化計劃」，於2月12日完滿舉行。來自香港政府及「香港賽馬會慈善信託基金」的講者與我們分享了政府現行古蹟保育政策和有關中區警署建築群的活化計劃，而學會會員亦表達了不同層面的意見和關注。希望各會員能繼續積極參與本地事務，使測量專業能更受政府及社會各界的瞭解與認同。
- 對「香港測量師學會實用面積釋義工作小組」而言，一月是個相當忙碌的月份。我們曾與香港地產建設商會、政府有關部門及各大測量師行會面。學會執行委員會亦已批准發布「量度作業守則附件」（Supplement to the Code of Measuring Practice），有關資料已上載於學會網頁。
- 我們於2月4日召開了工作小組會議，檢討學會於「國際測量師組織聯盟」的會籍問題，集合及討論了學會六個組別的意見，並將繼續跟進和檢討。

- 學會於1月16日舉辦了媒體午宴，向各本地傳播媒體介紹了一眾學會理事和發言人。
- 學會將於2009年慶祝25週年會慶。由副會長葉滿華擔任主席的委員會，已於一月下旬舉行首次會議，籌備一連串慶祝活動。我們將通過**測量師時代**報告最新籌備進程。
- 今年首次測量師午餐聚會將於2月29日假世貿會舉行。我們非常榮幸邀請了發展局局長林鄭月娥女士作演講嘉賓。希望各會員能踴躍參與。
- 學會將在2月26日假座快活谷香港賽馬會舉辦春節酒會，嘉賓包括多位來自政府及專上學府等人仕。酒會上，我們將進行新合資格會員的証書頒贈儀式。
- 於不久將來，我們將會與政府各部門測量師職工組織會面，並會儘快向各會員報告有關最新進展。

學會現正進行募捐，以解內地正受雨雪災難同胞的燃眉之急。謹呼籲各會員鼎力支持，慷慨解囊。

本人謹祝 各會員鼠年萬事勝意、身體健康！

余錦雄
會長

Campaign on Heritage 2008

Chief Executive Donald Tsang announced in his October 2007 Policy Address that in the next five years, the Administration will press ahead with a series of new initiatives on heritage conservation. To show Government commitment on this and to promote efforts and programmes for heritage conservation in the communication, The Development Bureau has launched a Public Awareness Campaign on Heritage on 15 January.



The Campaign was officiated by Secretary for Development Carrie Lam and the following an abstract on the speech by Mrs Lam.

"I wish to extend my warmest welcome and hearty thanks to you all for taking part in the Launching Ceremony for Publicity Campaign on Heritage Conservation today. In particular, my special thanks to Dr Engelhardt for coming all the way from Bangkok to present a cultural award on behalf of the UNESCO to a heritage conservation project under the Architectural Services Department of the SAR Government...

...To demonstrate our determination and commitment to achieve quick results in heritage conservation, we are introducing step-by-step a series of pragmatic and innovative initiatives that would help build up partnership with non-governmental organisations (NGOs). I would like to take this opportunity to brief you about the initiatives.

The Works Branch of the Development Bureau has just issued a comprehensive technical circular on "Heritage Impact Assessment for New Capital Works Projects" to all our works departments and relevant bureaux and departments for their compliance. This technical circular sets out detailed requirements on conducting heritage impact assessment for all public works projects at the project inception stage. This administrative requirement is imposed with the aim to avoiding new projects affecting historic sites or buildings and to minimizing unavoidable impact by suitable mitigating measures. This requirement can also ensure that members of the public are engaged at the initial stage of the project.



The "Revitalising Historic Buildings Through Partnership Scheme (RHBT Scheme)" which aims to promote adaptive re-use of government-owned historic buildings, has gained support of NGOs and the LegCo Home Affairs Panel through briefings and consultation. The Scheme will be launched immediately upon funding approval by the Finance Committee of the LegCo on February 1. This Scheme provides the opportunity for direct public participation in heritage conservation. Under the Scheme, NGOs can submit proposals for adaptive re-use of government-owned historic buildings. We hope that creative approaches in preserving our historic buildings and expanding their usage can be adopted to transform them into unique cultural landmarks. As a pilot, seven buildings will be offered under the Scheme, including the Old Tai Po Police Station 舊大埔警署, Lui Seng Chun 雷生春, Lai Chi Kok Hospital 荔枝角醫院, North Kowloon Magistracy 北九龍裁判法院, Old Tai O Police Station 舊大澳警署, Fong Yuen Study Hall 芳園書室 and Mei Ho House 美荷樓.

The work of adaptive re-use of historic buildings is not limited to the RHBT Scheme. Other projects which are actively pursued include the \$1.8 billion Central Police Station Compound Project



proposed by the Hong Kong Jockey Club and designed by the internationally-renowned architect Herzog & de Meuron; the daring trial of "retention of both the house and the residents" in the "Blue House conservation project" in Wan Chai; and two projects to be steered by the Government, i. e. the Cantonese Opera Centre to be redeveloped from the Yau Ma Tei Theatre and an interim Museum Plus from the club house of the former Royal Yacht Club in Oil Street, North Point.

In fact, the Hong Kong Heritage Discovery Centre we are now in is a good example of adaptive re-use. This Barrack, built in 1910, has successfully undergone adaptive-reuse into a multi-purpose cultural exhibition and education centre after careful and prudent conservation work. Dr Engelhardt will present the award to the Architectural Services Department in a moment to commend this innovative cultural conservation and adaptive work.

The Government has not overlooked the value of privately-owned historic buildings. To prevent privately-owned historic buildings from being demolished for redevelopment or damaged because of lack of maintenance, we will consider using appropriate economic incentives to encourage the owners to preserve those buildings. King Yin Lei, which has drawn quite a lot of attention, at 45 Stubbs Road is an example of our active handling of privately-owned historic buildings. We are also planning to expand the existing scheme of repair and restoration works to privately-owned declared monuments to assist private owners of graded historic buildings in carrying out repairs works.

We have earmarked sufficient resources to take forward the various initiatives on heritage conservation which I mentioned earlier. To demonstrate that heritage conservation will be an on-going long-term work of the SAR Government, we will soon set up a Commissioner for Heritage's Office in the Development Bureau, which will provide a focal point of co-ordination for public participation, adaptive and repair of historic buildings, as well as for overseas networking. We will employ a few persons who are interested and equipped with heritage conservation knowledge by open recruitment to join the Commissioner for Heritage's Office so as to take forward the related work with no effort spared.

While the Government will continue to put full effort on taking forward these heritage conservation initiatives, I strongly believe that their success relies heavily on the understanding and support by the community.



We have therefore launched this "Public Awareness Campaign on Heritage Conservation". There will be a series of activities, including

roving exhibitions, seminars, open days for historic buildings under the RHBTP Scheme and guided tours, etc. We will also launch a brand new webpage on heritage conservation to enhance the dissemination and exchange of information.

We hope that through this Campaign, the community will have deeper understanding of the importance of heritage conservation, be inspired to contribute their views and ideas, and share our vision for heritage conservation..."

As a gesture to support Government initiative, the Institute formed a delegation to participate in the opening ceremony



on Tuesday 15 January in the Hong Kong Heritage Discovery Centre in the Kowloon Park. The delegation comprises immediate past president Raymond Chan, President Yu Kam-hung, Senior Vice-president Francis Leung, Vice-president Stephen Yip, Honorary Treasurer Ben Chong, Honorary Secretary Lesly Lam, GPD Council immediate past chairperson Serena Lau, PFMD Council Vice Chairman Gary Yeung, QSD Honorary Secretary Antony Man, YSG Chairman Joseph Wong and Staff Editor Linda Chan.

Saleable Area

Chairman of HKIS Saleable Area Working Group Dr Lawrence Poon completed a series of meetings with major stakeholders by 24 January; these included various governmental departments, surveying firms and real estate developers represented by the Hong Kong Real Estate Developers Association.



The meetings were very useful in both collecting views on how these major stakeholders deal with issues pertaining to saleable area and potential impacts if changes to the definition of saleable area as appeared in the HKIS **Code of Measuring Practice** published in 1999 are contemplated.



Dr Poon has scheduled to submit a draft to the Institute's Executive Committee for consideration by February.



On 5 February, the Institute ran a press conference and announced that the Executive Committee has considered the report from Chairman of HKIS Saleable Area Working

Group Dr Lawrence Poon, and concluded that since all relevant Government departments, related organizations and surveying firms basically follow the current Code of Measuring Practice, it would not be necessary to amend the Code for the time being provided sufficient clarification could be given to it. As such, the Executive Committee has endorsed the issue of the Supplement to the Code of Measuring Practice.



Supplement to the HKIS Code of Measuring Practice 1999

Preamble

This supplement is entitled "Supplement to the Code of Measuring Practice" ("this Supplement"). This Supplement should be read in conjunction with the Code of Measuring Practice published by The Hong Kong Institute of Surveyors in March 1999 ("the Code"), and shall form part of the Code.

Saleable Area

Saleable Area shall not include the items specified under Ancillary Accommodation. These items shall be separately measured and stated.

Ancillary Accommodation

Unless otherwise specified by members in their reports, the following items of Ancillary Accommodation shall be measured as follows and stated separately under Ancillary Accommodation:

Cockloft: the area of a cockloft shall be measured from the interior of the enclosing walls and shall include the internal partitions and columns within such cockloft.

Bay Window: the area of a bay window shall be measured from the exterior of the enclosing walls or glass windows

of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit excluding the thickness of such wall.

Carparking Space: the area of a carparking space shall be measured from the interior of its demarcating lines or enclosing walls, as the case may be.

Yard, terrace, garden, flat roof and roof: the area of such items shall be measured from the interior of their boundary lines, and where boundary consists of a wall, then it shall be measured from the interior of such wall.

Superseding

If a new Supplement is issued, this Supplement would be superseded by such a new Supplement automatically.

Clarification

If members of The Hong Kong Institute of Surveyors have any doubt on the interpretation of the Code and this Supplement, they should seek clarification from the President of the Institute in writing.

Issued on 5 February 2008
The Hong Kong Institute of Surveyors

3rd party fire safety certification

In reply to a letter from the Fire Services Department, President Yu Kam-hung has written in January to provide the Institute's views on the Consultation Paper on the implementation of Third Party Fire Safety Certification by introducing a Registered Fire Engineers Scheme in Hong Kong. The letter said that the Institute supports in principle the concept but has reservation on the proposed Registered Fire Engineers Scheme and its registration mechanism by stating out the following:

- In paragraph 21 of the Consultation Paper, it points out that several types of professional might be competent to certify the provision of FSI. However, it states without clear elaboration that having considered the uniqueness of fire service installations and ventilating system those with engineering background are desirable. If the primary duty of the certifiers is to specify and inspect the FSI while the detail design and supervision of installation works are still undertaken by the registered fire services installation contractors similar to the current practice, requirement of engineering background should not be a pre-requisite for a certifier. In fact, architects and surveyors could be competent in certifying such facilities with added value, i.e. their professional knowledge on the overall space and layout design, compartmentation design and fire resisting construction of a building. It should be noted that many architects and surveyors are qualified as Authorized Person under the Buildings Ordinance responsible for new building design and building improvement works design in which they are also required to specify and certify the necessary FSI associated with the proposed works. It will not be logical if they are not considered as having the basic qualification for registration as the certifiers.
- In view of the above, the proposed registration mechanism at paragraph 27 will create unnecessary hurdles by introducing two pre-assessments, i.e. to join HKIE (Fire Discipline) and then to register as RPE (Fire). For the control over the Third Party Fire Safety Certifiers, the Institute believes one assessment under a Registration Committee under the FSO (Cap 95) will suffice. That is, Registered Architects, Registered Professional Engineer and Registered Professional Surveyors could apply direct to a Registration Committee for inclusion into a register of Fire Safety Certifiers. Reference could be made to the registration mechanism for Authorized Person under the Buildings Ordinance (Cap 123). It would be more appropriate for the Registration Committee or the FSD entrusted by the Registration Committee to conduct any

assessment considered necessary in verifying the competence of applicants for inclusion into the register independently and not entirely tie up with any single professional body's membership system.

- For large development, it would be very time consuming and costly to require a Fire Safety Certifier to inspect all FSI and ventilation systems. Therefore, the Department may consider arranging top up course for those experienced technical personnel in FSI field to become Fire Safety Inspectors. They may assist the Fire Safety Certifiers in inspecting the less complicated installation. Reference could be made to the Lift Inspectors administered by EMSD and the Minor Work Contractors being contemplated by the Buildings Department.



The President signed off the letter by saying the Institute is very happy to provide further elaboration and views if the Department wishes.

West Kowloon Cultural District

The Institute has replied in January to the LegCo invitation for views on Government proposal on the WKCD project relating to the development parameters, completion date, financial approach, establishment of WKCD Authority and disposal of land. Vice Chairman of the Public and Social Affairs Committee Dr Paul Ho had attended the Subcommittee on WKCD Meeting on 4 January with specific reference to the establishment of a statutory body to take forward the development of the WKCD.

Key development parameters

- While the Institute does not have a strong view on the maximum overall plot ratio of 1.81 and the maximum building heights ranging from 50 to 100 mPD, it is noted that one of the proposed development parameters is on residential development which should not be more than 20% of the total GFA. As land is a valuable resource in Hong Kong, it is questionable whether Government has conducted any study on the best development mixes for this site.
- It is proposed as one of the development parameters that there will be 23 hectares of public open space, but 15 hectares are at ground level. Compared with total site area of approximately 40 hectares within the WKCD, open space to be provided at ground level is only about 37%

and this is considered to be low.

- It is also noted that Government would incorporate the key development parameters and the Master Plan submission requirement into the draft South West Kowloon OZP for the Town Planning Board's approval in the first quarter of 2008. Once the amended OZP has been approved, it would dictate the Master Plan to be prepared by the future WKCD Authority. If some of these key development parameters are inherently inappropriate, the WKCD Authority or the Government may have no way to produce the best Master Plan for the overall benefit of the public.

Targeted completion date

It is very fortunate that the whole WKCD project has to be re-planned from scratch after nearly 10 years fruitless debate. There is no doubt that the public wishes the WKCD project to be completed soonest possible. However, phase 1 of the core arts and cultural facilities (CACF) would not be able to be operative until 2014 - 15, i.e. 7 years from now. It is thus considered that Government should find the best way possible to accelerate the progress of the project. Where possible, Government should target to complete and open the phase 1 arts and cultural facilities within 5 years from now.

Financing approach

- In previous submissions, the Institute has clearly pointed out that the WKCD is not financially free-standing and will require cross-subsidies through the property development on this 40-hectare land. This view has been shared by the Subcommittee. Based on the Government's paper No. 17/2007, the capital costs of about \$21 billion are essentially financed by the revenue generated from the land sale of the residential, hotel and office parts of the WKCD site, whereas the operating deficits of the core arts and cultural facilities of about \$6.7 billion are met by the rental incomes from the retail, dining and entertainment facilities. The arts and cultural facilities require significant public subsidies both in capital and operating costs. Thus, as a matter of accountability for the public, Government should demonstrate the value for money by a cost-benefit analysis for the overall (if not individual) arts and cultural facilities within the WKCD.
- With a substantial increase in land prices in the recent years, it is expected that the land sale proceeds would be higher than those amount estimated in the year 2006. There is no need to reduce the original scale of the core arts and cultural facilities and release more GFA for office

development in order to bridge the funding gap as suggested in the aforesaid paper.

- The future WKCD Authority would need to run a sizeable portfolio of commercial properties in order to earn \$6.7 billion rental incomes to subsidy its operating deficits. In other words, the rental income from the commercial properties is primarily the life blood of the arts and cultural facilities. Thus, whether the whole WKCD Authority will operate on a "self-sustainable basis" hinges on how good the future WKCD Authority will run the property business. If this financing approach is ultimately adopted, it is considered that Government should appoint the appropriate board members to look after this important business.

Establishment of the WKCD Authority

- As pointed out in previous submissions by the Institute, modern management of arts and cultural facilities is moving towards community-centred (rather than bureaucratic) approach for catering the changing community's needs. It is better to keep the WKCD out of Government structure. If the WKCD organisation is to own all valuable public assets of the WKCD including its properties, art collections and fiduciary interests, it would be necessary to set up a statutory WKCD Authority for managing the whole arts and cultural district within the WKCD boundary. The proposed WKCD Authority should be backed up with the relevant legislations including its functions, powers, composition of the governing board, establishment of the chief executive officer, financial arrangement, land grants, reporting, audit and accountability arrangements in the similar manner as the Airport Authority Ordinance and Urban Renewal Authority Ordinance.
- However, the Institute would like to point out that the establishment of the WKCD Authority by itself would not be able to fulfil its vision to be an integrated arts and cultural district, meet the long-term infrastructure needs of Hong Kong's arts and cultural development, organic growth and development of culture and creative industries, cultural hub for attracting and nurturing talents, and impetus to improve quality of life and cultural gateway to the Pearl River Delta; otherwise, Government should firstly set up a similar authority to take over the arts and cultural facilities managed by the Leisure and Cultural Services Department. It appears that the success of WKCD relies on whether Government would be able to appoint the appropriate committed and competent members into its governing board and, more importantly, how well the executive arm of the WKCD Authority would execute its jobs in a business-like manner, while taking care of the

changing community's needs.

Disposal of commercial land

In line with previous submissions by the Institute, it is agreeable that commercial sites for residential, office and hotel development within the WKCD should be disposed of by Government to private developers based on normal land sale mechanism.

Department to amicably accommodate the interests of most stake holders.

The draft is very confusing and reflects a total lack of consistency with the existing building control system. The notion of "minor works" and "prescribed requirement minor works" is inconsistent with the LegCo Brief. It creates anomalies in both enforcement of and compliance with the new regime. The Institute therefore has grave reservation to the draft amendments.

Building (Amendment) Bill 2007



The following is the Legislative Council Brief presented by Professor Barnabas Chung and Vincent Ho at the Bills Committee meeting on Saturday 26 January 2008.

The purpose and justification "to rationalize the building control system in respect of minor works" is well presented and is fully endorsed. The Hong Kong Institute of Surveyors appreciate the good efforts taken by the Buildings

Existing Building Control System

<p>All General Building Works are subject to full scrutiny by the BA</p> <ul style="list-style-type: none"> (a) approval of plans and consent before commencement (b) works to be supervised by authorized persons (AP) (and RSE and RGE for specialized works as appropriate) (c) works to be carried out by registered contractors (RC) (d) certification upon completion for occupation (OP) 	<p>Exempted Works by virtue of section 41</p> <ul style="list-style-type: none"> (a) no approval (b) no AP (c) no RC (d) no OP
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Building Control System with the New Minor Works Regime set out in the Brief

<p>General Building Works 一般工程 Approval + AP + RC + OP 基本(監管審批)程序</p>	<p>Minor Works 小型工程 (comprising class I, class II and class III minor works)</p> <ul style="list-style-type: none"> (a) no approval (but notice to commence); (b) no AP (except for class I minor works); (c) works to be carried out by registered minor works contractors (RMWC) (d) no OP (but certificate of completion) <p>簡易(自我審查)程序</p>	<p>Exempted Works 豁免工程 (subject to certain new criteria)</p> <p>no approval no AP no RC no OP</p>
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System created by the Bill - confusing the issue!

<p>General Building Works 一般工程 [= General Building Works as they always are]</p>	<p>Minor Works 小型工程 [no difference from General Building Works]</p>	<p>Prescribed Requirement Minor Works 訂明規定小型工程 [= Minor Works in the new regime]</p>	<p>Exempted Works [as in the new regime] and Designated Exempted Works</p>
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┌────────────────── "Major" (?) Works ───────────────────┐ ┌────────────────── Minor Works ───────────────────┐

The new regime does not differentiate the magnitude or value of works.” Minor” does not refer to scale per se but to the degree of BA scrutiny required. Only in prescribed situations that the BA relieves his scrutiny and allows self-certification. Works that may have such privileges are inevitably minor in scale, but not all minor scale works can be self-certified. Those works even though minor in nature but have geotechnical implications and involving OP should still be subject to full scrutiny and therefore should not be classified as “Minor Works”. Notwithstanding, the new regime is still optional in that building owners carrying out Minor Works may still choose to put the works through full scrutiny as for General Building Works.

The provisions relating to “Minor works” and “Prescribed requirement minor works” in the Bill should be revised to reflect what the Brief has set out and as manifested in the Building (Minor Works) Regulation. It is noted that the term “Prescribed requirement minor works” does not appear in the draft Building (Minor Works) Regulation.

綜合意見

立法會文件編號DEVB(PL-B)30/30/120立論清晰明白，香港測量師學會全力支持以簡易程序處理小型建築工程，自我審查模式有利於促進業界自律，助長有關業主守法。可惜《二零零七年建築物（修訂）條例草案》繁複難明，並不能簡單地表達新增措施，使讀者摸不著頭腦，無所適從。皆因此草案對小型工程有不必要的過份分類，使簡單的概念複雜化，與原有建築監管機制並不協調，也不符合立法會文件所載內容。加上定義混亂，條文累贅，內容含糊，在未有相關的規例的詳細解釋前，實難以完全掌握草案要義。

本會要求立法會仔細檢視草案條文，糾正錯誤，（詳細的分析及意見附錄在後），並要求發展局及屋宇署繼續與業界磋商，務求使將出爐的相關規例完善化。茲複述本會數年前對《二零零三年建築物（修訂）條例草案》的意見如下：

『最後，本會希望這個「精簡建築監管制度」的草案，能夠名乎其實，用精簡的文字，立精簡的法例，讓這個「還政於民，自我審查」的機制得以貫徹執行，杜絕違例建築，保障樓宇安全。若法例過於繁複或含糊，市民在不了解的情況下必定依然故我，違例建築如舊。而認可人士等也會望之而卻步，寧願沿用舊有辦法。一九九零年增加原法例第24B條，本擬提供一個快速辦法，使建築事務監督可優先拆卸有逼切性及不良影響的違例建築，但條文繁複不便引用，至今只有寥寥幾個個案，法例形同虛設，希望政府引以為鑑。』

Detailed observations

Clause 7 (new section 4A(2))

The appointment of persons to handle minor works should

resemble that for general building works (in section 4), that is, authorized persons to co-ordinate the works, and registered structural and geotechnical engineers in respect of structural and geotechnical elements where required. This has in fact been spelt out in the draft regulation. There is no need for repeating it in the Ordinance.

For safety reasons, all works that have geotechnical implications must necessitate BA’s scrutiny and therefore works involving geotechnical elements should not be classified as minor works. The appointment of RGE for minor works is henceforth not necessary.

Clause 7 (new section 4B(2)(d), (e) & (f))

Authorized persons are the only persons competent to discharge the duties to ensure compliance with fire service requirements and town planning restrictions. Engineering consultants should not be made equally liable.

Clause 7 (new section 4B(2)(a))

The duty of the appointed person to supervise minor works should not involve supervision plans as they are not relevant.

Clause 7 (new section 4B(2)(c) and Clause 13 (new section 9AA(5)(b))

The plans required to be submitted with the notice to carry out minor works are not “Approved plans” and therefore cannot be made the basis for assessing compliance or contravention of regulations.

Clause 18 (new section 21(6)(da) and (db))

Approval of plans and occupation permits are the fundamental elements of building control of general building works. Works that will result in a new building (which involves OP based on approved plans) should not be classified as minor works. The new provisions should be deleted.

Clause 22 (new section 24AA(1)(b) and (c))

Where minor works have been carried in contravention of the Ordinance, they should be subject to the same enforcement action applicable to all general building works under the extant section 24. If it is desirable to action against building works for contraventions of draft plans or master lay-out plans under the Town Planning Ordinance in addition to contravention of the Buildings Ordinance, these new provisions should be introduced in the existing section 24 (1) instead.

Clause 24 (amendment to section 38(1))

It is agreed that the regulation should provide for the specific framework for the simplified procedure to be adopted for minor works as against the basic framework for general

building works in the principal Ordinance. It is considered desirable only to set out the principles for the categorization and classification of minor works in the regulation while the many minor works items should be incorporated in a Code of Practice for regular updating. We feel that this is a learning process for the new regime to mature and it is undesirable to pre-empt future speedy updating. We also request that the industry be consulted before any draft regulation is made by the Secretary.

Clause 25 (amendment to section 39A(1)(b))

This is not relevant as RMWC are not involved with supervision plans.

Clause 26 (new section 39C(1))

The validation is too wide open and could lead to abuse. It should be more specific in line with paragraph 19 of the Brief to refer to existing unauthorized “supporting frames for air conditioners, drying racks and small canopies”. This is in fact a transitional arrangement to regularize existing minor structures that have already been constructed. Once the new regime is in place, this transitional arrangement will in time be no longer necessary. There is really no need to explode the problem in such a scale to demand such complicated legislation involving yet another new term “prescribed buildings or prescribed building works” as if it is an ongoing process (in new section 38(1)(kd) and section 39, and Part 7 and Schedule 6 in the draft Building (Minor Works) Regulation.

Clause 26 (new section 39C(4))

To require the appointed person to carry out “alteration, rectification or reinforcement works” is improper and unfair. It must be the owner of the works who should be liable to rectify any deficiency in safety.

Clause 27(9) (new section 40(2A)(ba))

As stated earlier, the plans submitted with the notice to carry out minor works are not definitive and do not constitute BA’s sanction. There is therefore no basis to assess deviation or divergence, as amendment plans and record plans are always available. This provision should be deleted.

Clause 27(11) and (12) (amendment to section 40(2AB) and (2AC))

The extant section 17(1) involves conditions to be imposed with approval or consent. As it does not apply to minor works and RMWC cannot carry out any building works requiring approval and consent, these provisions should be deleted.

Clause 28(1) (amendment to section 41(3))

The new criteria that building works that do not “bear any

imposed load or dead load other than that due to their own weight” may be exempt needs clarification. Many very small scale building works, maybe DIY works, do bear some imposed load albeit to a limited extent, for example, the installation of hanging cabinets in kitchens or hanger rails in bathrooms, or the fixing of garden benches in roof gardens or sky gardens, or the assembly of shelving partitions in offices, etc.

Clause 28 (new section 41(3B))

The draft Schedule 5 of the Building (Minor Works) Regulation only designates those items of minor works that are comparatively too small in scale to be categorized as “Minor Works” in the new regime. The amended section 41(3) has already set out the criteria for exempted works. There may be a need to “designate” other works that do not meet the criteria for exemption in section 41(3) but are considered to be worthy of exemption, such as those illustrated in the aforesaid paragraph.

Part 3 - Amendments to Building (Administration) Regulations

The new regime provides a simplified process for minor works. Administrative procedures should also be streamlined and many general provisions in the extant Building (Administration) Regulations should not be imposed on RMWC with the same force, particularly as the nature of works and procedure are different. This part should be reviewed vis-à-vis the draft Building (Minor Works) Regulation.

Clause 39 and 40 (amendment to B(A)R 36 and 40)

As minor works do not involve approved plans, the supply of approved plans to RMWC and their keeping them on site are not relevant. The amendments should be deleted.

Clause 42 (new B(A)R 48)

This is where the confusion lies. Where the Building (Administration) Regulations do not apply to “prescribed requirement minor works” which actually means “Minor Works” all preceding provisions in this Part will be unnecessary.

Mandatory Building Energy Code

Vice Chairman of Public and Social Affairs Committee Dr Paul Ho has represented the Institute on 28 January in the LegCo Panel on Environmental Affairs meeting chaired by the Honorable Audrey Eu.

Council members reaching out

28 January

Francis Leung, Stephen Yip, KC Tang and Dr Lawrence Poon - Meeting representatives from the College of Estate Management in the UK

13 February

Yu Kam Hung - Spring Reception of the Home Affairs Bureau

14 February

Yu Kam Hung - Thursday Luncheon organised by LegCo

15 February

Francis Leung - Spring Cocktail of the Society of Chinese Accountants & Auditors

15 February

Ben Chong - ASHRAE Presidential Reception & Membership Night 2008

18 February

Yu Kam Hung - Spring Cocktail Reception of the Chinese General Chamber of Commerce

19 February

Yu Kam Hung, Francis Leung, Stephen Yip and Lesly Lam - RICS HK Spring Lunch

20 February

Yu Kam Hung, Francis Leung, Stephen Yip, Lesly Lam, Wong Chung Hang, Serena Lau, Joseph Wong, Victor Lau and Billy Wong - Annual Spring Reception of the Liaison Office of the Central People's Government

20 February

Yu Kam Hung and Francis Leung - Joint Institute Dinner

21 February

Billy Wong - Caring Company Recognition Ceremony of the Hong Kong Council of Social Service

22 February

Yu Kam Hung - Spring Reception of the Law Society

23 February

Joseph Wong - 「青年網絡理事會就職典禮」暨「金鼠年青年投資之道講座」organised by Youth Network

24 February

Ben Chong - University of Central Lancashire Awards Ceremony - Hong Kong College of Technology International

25 February

Yu Kam Hung and Francis Leung - HKCPS Lunar New Year Dinner

25 February

Stephen Yip - BPF Dinner Discussion with the Hon Prof Anthony Cheung, President, Hong Kong Institute of Education "Quality Teacher Education: HKIEd's Role and Aspiration"

27 February

Yu Kam Hung and Ben Chong - Spring Cocktail Reception of the Hong Kong Professional Property Services Alliance (Chartered Institute of Housing Asian Pacific Branch, The

Hong Kong Association of Property Management Companies, The Hong Kong Institute of Housing and Hong Kong Institute of Real Estate Administrators)

28 February

Francis Leung - Chinese New Year Cocktail Reception of Hong Kong International Arbitration Centre

28 February

Ben Chong - Spring Dinner of Hong Kong General Building Contractors Association Ltd

29 February

Stephen Lai - Annual General Meeting & Buffet Lunch 2007 of The Association of Architectural Practices Ltd (AAP)

Arbitration Bill

Solicitor General Ian Wingfield has written to the Institute, seeking views on the Consultation Paper: Reform of the Law of Arbitration and Draft Arbitration Bill.

The Consultation Paper has been prepared by the Department of Justice with the assistance of the Departmental Working Group to implement the Report of the Committee on Hong Kong Arbitration Law set up for the reform of the law of arbitration in Hong Kong. More details of the Consultation Paper are available on www.doj.gov.hk.

The Department of Justice Working Group comprises Solicitor General Ian Wingfield as Chairman; Former Solicitor General Robert Allcock; Deputy Solicitor General Stephen Wong; Acting Deputy Solicitor General Frank Poon; Kong Kong Institute of Arbitrators representatives Robin Peard, Raymond Leung, Samuel Wong and Sylvia Siu; Chartered Institute of Arbitrators (East Asia Branch) representatives Glenn Hayley, Anthony Houghton and Peter Caldwell; Law Society representatives Dean Lewis and Andrew Jeffries; Department of Justice Senior Counsel Russell Coleman and Government Counsel Amy Chan, Thomas Leung and Bernard Yue; Development Bureau Assistant Secretary Edward Lee and Deputy Legal Advisor Ken Somerville.

The Institute's Dispute Resolution Committee Chairman Nelson Cheng is currently studying the Consultation Paper; members who may wish to put forward their views please email linda@hkis.org.hk or call (852) 2526 3679.

Administered arbitration rules

The Hong Kong International Arbitration Centre has written to the Institute, seeking views on the Proposed HKIAC

Administered Arbitration Rules which are slated to come into effect on 1 March 2008. The HKIAC claims that some of the key features of the Rules are:

- They are based on the UNCITRAL Arbitration Rules and inspired by the 'light touch' administered approach of the Swiss International Rules of Arbitration;
- They provide a high degree of autonomy to the parties regarding the conduct of the arbitration proceedings;
- They provide for very economical administration charges;
- They permit the parties to choose whether arbitrators should be compensated by agreed rates or in accordance with a fee scale;
- They incorporate provisions for combining mediation and arbitration in the same proceeding in line with the provisions contained in the Hong Kong Arbitration Ordinance

Chairman of the Dispute Resolution Committee Nelson Cheng is studying the matter, members who may wish to put forward their views please email linda@hkis.org.hk or call (852) 2526 3679.

From the HKCPS

Stephen Liu, the Institute's representative to the Hong Kong Coalition of Professional Service, attended the body's Board Meeting on 14 January and has reported on the following to the Institute's Executive Committee.

- HKCPS Chairman CY Leung reported that the tentative visit to Beijing would be postponed to the second half of 2008 as suggested by Central Government officials.
- On the financial account of the Forum and Dinner for the 10th anniversary of the establishment of the HKSAR, this has not yet been finalized while the amount of surplus was around \$70,000 before payment to HKICPA as the conference manager.
- Chairman of HKCPS CY Leung has emphasized the importance of expansion of membership for the Coalition and asked Anthony Chow to proceed with the drafting of the revision to the existing M&A based on the discussion in the Board Meeting. After that, the revised draft M&A would be sent to the ten institutes for comments and approval.
- Chairman of HKCPS CY Leung further suggested a dinner gathering with newly elected Presidents of the ten professional institutes as most of them had a recent council change. It was suggested to extend on invitation to HK-SAR government officials and the Liaison Office 中聯辦.

- On the community services project for Tin Shui Wai area, it was agreed that the first project would be to employ Form 5 graduates from 22 secondary schools to work in professional firms to enhance exposure on these students. The principals of these 22 secondary schools would select 10 outstanding Form 5 students and allocate them to various professional firms for one month at a nominal allowance of about \$3,000 to cover their traveling and food expenses. The firm should not treat them as cheap labour but as mentors. The Institute has been asked to work on member firms to take up about 30 to 40 students if possible. The Coalition would ask the Youth Federation 青年協會 whether they would help and co-ordinate as the Coalition has no administrative staff to work on this.
- Mr Liu reported to the HKCPS Board that the Institute has scheduled a visit to Beijing on 18 January for discussions with the MOC on CEPA via the Development Bureau.

Council meets CEM



Senior Vice President Francis Leung, Board of Education Vice Chairman KC Tang and Honorary Secretary Dr Lawrence Poon met with College of Estate Management representatives Dr Ann Heywood (Principal), Ben Elder (CEM Director of Business Development) and Paul Batho (Director of Studies) on 28 January.

No specific accreditation matters were discussed and the CEM delegation was here for a familiarization on the Institute's education policy.

SVP in Beijing Mutual Recognition meeting

The HKIS delegates, together with delegations from the other professional institutes had a fruitful meeting with Ministry of Construction 國家建設部 on 18 January, when Beijing was having the first snow of the year 瑞雪兆豐年 as the old saying goes. Together with the Senior Vice President

Francis Leung, the delegates included the Honorary Secretary - Lesly Lam 林力山; Robin Leung 梁志添 and Vincent Ho 何鉅業 from BSD; Charles Chan 陳國超 from GPD, HK Sung 宋漢光 and Simon Kwok 郭志和 from LSD; Stephen Lai 賴旭輝, Daniel Ho 何志偉 and Kenneth Poon 潘根濃 from QSD.

The meeting was arranged through the HKSAR Development Bureau 香港特區政府發展局. The meeting noted that, since signing of CEPA 內地與香港更緊密經貿關係安排 in June 2003, a total of 973 HK professionals, of whom 498 were surveyors, had successfully obtained professional qualifications in Mainland through reciprocity arrangement. It was further noted that “academic qualifications” alone did not permit HK professionals to practise on the Mainland. The practical difficulties encountered by HK members in obtaining the relevant “practice licences” were discussed. Issues such as training opportunities, continuing professional development (CPD), validity period and transfer of licences upon change of employment, etc. would also need to be addressed. It was resolved that a working group would be set up, involving representatives from the Ministry of Construction, HKSAR Development Bureau and various professional institutes, to follow up on these issues.



The Divisions had some follow-up meetings with their counter-parts including SBSM 國家測繪局, CAEC 中國建設監理協會, CECA 中國建設工



程造價管理協會, CIREAA 中國房地產估價師與房地產經紀人學會 and CSG-PC 中國測繪學會. Issues relating specifically to the Divisions will be covered in the respective Division Chairman reports.



Past president serves CIC

A past president of the Institute (2004/05) TT Cheung has been appointed by the Secretary for Development to serve as member to the Construction Industry Council (CIC) for a term of two years from 1 February 2008.

Rent Review Procedures on Mainland China

GPD Council has nominated Joseph Ho to form a working group to analyze and discuss possible alternatives to the captioned on mainland China. Joseph is inviting GP members that have interests and familiar with the property field in China (shops and offices sectors) to join the working group. The size of the working group is somewhere between 5 to 7 members and he anticipates at some point in time the working group shall expand to include some mainland HKIS members (both local or from HK) to express their view. Please contact him through e-mail josepho@lchgroup.com.

Past president becomes honorary university fellow



A past president of the Institute (1987/89) Professor Francis Shiu-kwan Lau has become the first surveyor being awarded the Honorary University Fellowship by University of Hong Kong.

From the citation delivered by the Acting Dean of Architecture, Professor David Lung, we heard that Professor Lau is one of the leading figures in the real estate and construction profession in Hong Kong, and has contributed significantly to the development of both the profession and industry locally and on the Mainland. He established the first accredited Royal Institution of Chartered Surveyors Higher Diploma Course in 1967 at the then Hong Kong

Technical College (now the Polytechnic University of Hong Kong).

At the University of Hong Kong, Professor Lau has provided both vision and bedrock support for the development of teaching and research in the surveying discipline. Professor Lau assisted Professor Anthony Walker in the establishment of the Department of Surveying in 1984 (now renamed the Department of Real Estate and Construction) and served as a member of the Department's Review Panel in 1997 and was appointed Honorary Professor in 1999. In addition, Professor Lau provided the backing for research and scholarships, both in his own capacity and as Chairman of the Zhong Hua Real Estate and Construction Research and Development Foundation Limited.

Professor Lau was the President of the Hong Kong Institute of Surveyors from 1987 to 1989, and of the Hong Kong Institute of Real Estate Administrators from 1989 to 1998. He is currently the President of the Hong Kong Association for the Advancement of Real Estate and Construction

Technology. Professor Lau is on a number of Government Advisory Committees in Hong Kong and was advisor to various Municipal Governments, the Ministry of Construction and the State Land Administration Bureau on land policies and practices on the Mainland.

Today, not too many people will remember that the first hammer donated by the Hong Kong Institute of Surveyors used in the first land auction in Shenzhen on the 1 December 1987 was arranged by Professor Lau. He then led a group of Hong Kong architects, surveyors and planners to witness this historical event that has completely transformed the urban land market on the Mainland ever since.

Erratum

In Issue 17 No 1, page 1, Rina TSOI is Honorary Treasurer of the LSD; page 31, GPD Council Member name should read CHAN Hon Kwong Louie. We apologize for any inconvenience this may have caused.

CONGRATULATIONS TO THE FOLLOWING WHO WERE ELECTED AS

HKIS MEMBERS ON 24 JANUARY 2008

FELLOW (1)

BS / PFM DIVISIONS

YEUNG MAN KAI GARY

MEMBERS (52)

BS PFM DIVISIONS

CHAN LAP KIT DEREK
 CHAN LIK HANG
 CHEE SHIU KI
 HAU TUNG CHOW
 LAM SHU KIN
 LAM SIU FUNG
 LI KIN WAH
 LIE FUNG YU FANNY
 WONG LING YAN PHILIP
 WONG SZE NGA
 WU MAN KEUNG
 YICK CHI HUNG WILLIAM

GP DIVISION

AU YEUNG SIU LEUNG ALAN
 BACH, DANNY HUE
 CHAN KEI YAN
 CHAN KWOK CHEUNG
 CHAN MING YIU

CHENG WING MAN
 CHEUNG KA YAM
 CHING WAI HUNG
 CHONG YIU SHING ANNIE
 CHUNG CHING NING
 HAU CHI KONG ELLIOTT
 HO YIM TUNG
 IP MEI YI
 IP TIN YAN TIMOTHY
 KWAN CHI KIN
 LAM BING CHUEN
 LAU CHUNG MING
 LAU SUI YU
 LI MING YEUNG
 LUEN TING WAI
 POON SHUK YIN
 SAU SZE WAH
 SO WAI YIN
 TANG WING KWAN
 TSE SEE LING
 TSOI SHUK MEI
 WONG LAP HO
 WONG WING HA
 WONG YUEN WAH
 WOO WEI MING

YAN CHUN MAN
 YEUNG YIP KAN
 YU CHING MAN DORIS

PFM DIVISION

LAW YEUK TIM
 POON SAU YING CINDY

QS DIVISION

HO CHUN KIT PATRICK
 LEE KWOK YING
 LO PO KEUNG
 SHING KWOK CHUE
 TONG SHIU KEE

CORPORATE MEMBERS REGISTERED IN OTHER DIVISIONS (3)

PFM DIVISION

LEE CHUN LUNG GABRIEL
 LO CHI WING
 NG TSZ KIN

RESIGNATION (1)

WU YIN HAY

Staff lavished



Senior Vice President Francis Leung has not held back on luncheon spending, he treated Secretariat staff to a sumptuous lunch in the Square on 15 January as a gesture to thank them for the support in the year of the pig and a figurative re-union meal of this wonderful period of time.



As tradition goes, the chicken, the fish and the dumplings apart from other cuisine were served.



On 12 February, President Yu Kam-hung hosted a luncheon in the Square once again to celebrate the Year of the Rat, he has been joined by Senior Vice President Francis Leung on this occasion.

Apart from the chicken, the fish, the prawns (lovely ones), there was a triumphant lobster fight around the table - fussy eaters, not really!



深圳市監理協會及深圳市建設局代表來訪學會



學會上任會長陳旭明、建築測量組副主席甄英傑及義務司庫梁志添於12月28日接見了深圳市監理協會副會長傅曉明及深圳市建設局質量安全管理處處長王寶玉，雙方互就兩地的工程及建築的質量監控、安全守則及規格等交換意見。



學會回訪北京海外聯誼會 HKIS reciprocates visit to UFWD

2007年12月17到19日，上任會長陳旭明率領學會代表團前往北京回訪統戰部「北京海外聯誼會」。代表團包括學會現任義務秘書林力山，規劃發展組主席曾正麟、副主席林家輝、會員蘇振顯，物業設施管理組副主席楊文佳，土地測量組副主席郭志和，工料測量組主席賴旭輝和責任編輯陳家玉。

統戰部蘇振良副處長親自到北京國際機場迎接，並安排學會代表團通過貴賓通道步出機場大樓，免去入境手續及海關檢查等候時間。



在京其間，代表團參觀了位於前門區的「北京市規劃展覽館」，副館長石杰親自接待並講解了北京這座不朽之城的悠久歷史和它發展的燦爛明天。

代表團從大量的照片和實物，實地瞭解了北京的文化特徵和城市規劃特點。在第三層的東區，一個總面積差不多300平方米的1:750模型周邊滿鋪同比例正攝影圖像，全面展示了北京歷史文化名城的古老風韻和現代化風采。在第四層的西區，代表團進入立體音像播放廳，120度弧形屏幕馬上放送3D影像《新北京》，反映當前建設成就和展望2008年。第四層的東



區布展借鑒了奧林匹克主要場館《鳥巢》和《水立方》的設計元素，給人身臨其境的感覺。



其後，「北京市規劃委員會」勘察設計與測繪管理辦公室副主任王金玻、主任科員顧旭東和藏長茂，連同「北京測繪學會」理事長楊伯剛及秘書長劉忠卿與學會代表團一起出席工作會議。會上，在總體規劃上，大家談到城市發展的規律和性質，保護的規劃，產業發展和布局，生態環境建設與保護，資源節約、保護與利用，市政基礎建設，綜合體系等等。雙方代表就其它工作經驗作出積極交流，更表達了日後再次聚會的良好意願。



中午，統戰部連同「北京市規劃委員會」和「北京測繪學會」設宴款待學會代表團。





18日晚上，市委統一戰線工作部副部長楚國清設宴接待學會代表團。席上，楚部長談到國家要辦好2008年奧林匹克運動比賽的決心；大家都表示支持並同意此舉實在是所有炎黃子孫的驕傲。



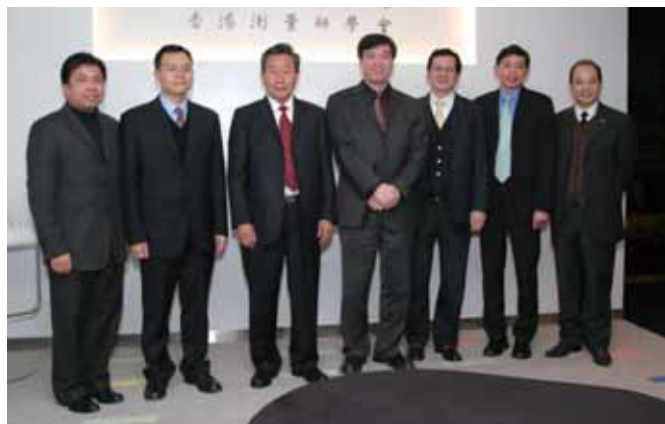
代表團又前往奧運會場地，實地考察工程項目，大開眼界。

CAEC Certificate presentation

BSD Council Chairman Alex Wong reported that on 23 January, President Yu Kam Hung, Immediate Past President Raymond Chan and BSD Hon Treasurer Robin Leung attended the certificate presentation ceremony in Beijing, 25 China Engineering Consultants with HKIS-BS qualification, being the representative of local associations of Engineering Consultants, attended the ceremony to receive the certificate.



He also added that on 30 January, President of CAEC Zhang Qing-lin 張青林 and Secretary General of CAEC Lin Zhi-yi 林之毅 attended the certificate presentation ceremony in Hong Kong, 87 qualified BS members attended the ceremony.



Summary of HKIS CPD / PQSL Events

10 Mar – 06 May 2008

DATE	CODE	EVENT	CPD HOUR(S)	SPEAKER(S)	RUN BY
10 Mar	2008008	收購合併之政策及法規	1.5	黃笑燕	GPD
11 Mar	2008013	知己知彼 — 打開溝通之門	1.5	吳沛鏞	QSD
19 Mar	2008021	Enhancing English language proficiency and achieving communicative competence for surveyors in Hong Kong	2	Professor Winnie Cheng	LSD
20 Mar	2008022	Construction law	2	Vincent Connor, Alice To	HKIS
26 Mar	2008024	Writing skills for Critical Analysis	1	Edwin Tang	BSD
27 Mar	2008005	Stress and work performance - how they affect Quantity Surveyors in Hong Kong	1.5	Dr Mei-yung Leung	QSD
31 Mar	2008025	Establishing GPS control stations for land boundary survey	1.5	Simon Kwok	LSD
03 Apr	2008018	Innovative approach in contracts and tender procurement management	1.5	Johnson So, Eugene Sea	QSD
09 Apr	2008016	Innovative solution for countering water ingress into concrete structures	2	Dr Ian McFeat-Smith	BSD
10 to 12 Apr	2008011	廣東省中山市交流參觀團	10		LSD
11 Apr 18 Apr 02 May	2008026	Experience sharing by surveyors practising as Authorized Person	4.5	Raymond Chan, Tsui Ho, Vincent Ho, YY Yip and John Yip	BSD
12 Apr	2008015	Pre-contract cost planning and control	3	KC Tang	YSG
14 Apr	2008014	Real Estate Fund Management	1.5	Wyatt Choy	GPD
18 Apr	2008020	【表達技巧】工作坊	1.5	王德全、莫佩嫻	YSG
24 Apr	2008023	Business Interiors: How can interdisciplinary design add value	1.5	Greg Pearce	YSG
26 Apr 03 May	2008017	QSD APC Final Assessment - Review Workshops	6	Experienced QSD APC Assessors	QSD
06 May	2008019	Global real estate investment	1.5	Phemey Pon	GPD

Details of individual CPD/PQSL events are provided in the Surveyors Times and/or HKIS Website www.hkis.org.hk. Please use the STANDARD REGISTRATION FORM overleaf for registration. For enquiries, please email cpd@hkis.org.hk or call the Secretariat on 2526 3679.

STANDARD RESERVATION FORM

Event Date: _____ Event Code : _____

Event Name: _____

Member details

Surname : _____ Other names : _____

Grade of membership* : F M TA P TT S HKIS No. : _____

Division* : BS GP LS PD PFM QS

Postal address (only to be completed if the address is different from your membership record details):

Tel no. : _____ Fax no. : _____ E-mail : _____

Payment method

I enclose a cheque payable to **Surveyors Services Ltd.** Cheque no. _____ Amount HK\$ _____

Please charge my HKIS Visa Platinum/Gold MasterCard as follows:

HKIS Visa Platinum/Gold MasterCard - Payment Instruction for HKIS Event Reservation Fee Ref.: [_____]

To: Shanghai Commercial Bank Limited - Credit Card Service Department

I would like to pay the reservation fee HK\$ _____ to Surveyors Services Limited by charging my HKIS Visa Platinum/Gold MasterCard account as follows:

Cardholder Name : _____ HKIS No. : _____

Card Number : - - Expiry Date : _____ / _____

Cardholder's Signature : _____ Date : _____

For Bank Use Only

Approved by :

Date:

Notes

- 1 A separate reservation form is required for each event/ application. Photocopies of the form are acceptable.
- 2 Reservations should be returned by post/ by hand to the HKIS office.
- 3 Payment can be made by cheque, or by HKIS Visa Platinum/Gold MasterCard.
- 4 A separate cheque or HKIS Visa Platinum/Gold MasterCard payment instruction form is required for each event/ application.
- 5 Reservation by fax, telephone and cash payment is not acceptable.
- 6 For number of seats or priority of allocation of seats, please refer to the individual event details.
- 7 Reservation cannot be confirmed until one week prior to the event.
- 8 An official receipt/ admission ticket, which must be presented at the event, will be returned by post upon confirmation of reservation.
- 9 Incomplete or wrongly completed reservation forms will not be processed.
- 10 In the event a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted, the event will be postponed and a new arrangement will be announced. Should the aforesaid warnings be lowered 4 hours before the event, the event will proceed as normal.
- 11 If you have not received any reply from our Institute within 7 days of the event, you may call HKIS at 2526 3679 to check the progress of your reservation.



CPD/GPD/2008008

收購合併之政策及法規

講者 黃笑燕律師 - 中國註冊律師及中國註冊稅務師

日期及地點 2008年3月10日(星期一) 晚上7時至8時30分, 香港測量師學會測量師研習中心

內容 中國內地的投資市場已成為全球焦點, 不少香港會員近年亦受全球多地基金企業聘用從事內地投資及收購合併(包括房地產的收購合併), 而資產評估的服務亦漸普及。由於近期中國內地對外資併購的政策法規甚多, 值得會員重溫及了解。是次講者黃笑燕律師為中國註冊律師及中國註冊稅務師, 有二十多年執業經驗, 將與會員介紹及分享內地併購法規及應注意事項。

語言 廣東話

費用 HK\$120 (HK\$150 for walk-in participants if seats are available)

截止日期 2008年3月3日

人數 190人

CPD/QSD/2008013

知己知彼 — 打開溝通之門

講者 吳沛鏞小姐—吳小姐為一間跨國資訊科技公司高級產品銷售經理, 曾任香港青年商會副會長, 培訓及發展委員會主席及國際青年商會亞太發展委員會委員。吳小姐是國際青年商會資深培訓導師, 在香港及其他多個國家不同機構主持不同型式的培訓課程及訓練營, 在去年獲國際青年商會選為世界最傑出培訓導師。

日期及地點 2008年3月11日(星期二) 晚上7時至8時30分, 香港測量師學會測量師研習中心

內容 建築是一個由不同專業及不同人士所組成的行業。作為建築業的一份子, 溝通技巧是測量師的一門重要學問, 例如: 如何與業主、建築師、工程師、承建商甚至地盤工人溝通都是測量師每天要面對的事情。工料測量師往往要將業主、建築師及工程師的要求及設計, 演繹為一份合約文件, 溝通技巧尤為重要。此外, 測量師亦要面對上司與下屬, 同事間之溝通, 以確保工作能在時限內完成及達致業主的要求。

要達致完善的溝通, 其中一個重要的因素就是「知己知彼」。吳小姐在講座中將以深入淺出的方法, 講解如何去了解別人及自己的性格, 優點與缺點, 從而達致一個完善的溝通效果及踏上成功之路。

語言 廣東話

費用 HK \$120

截止日期 2008年3月4日

優先報名 工料測量組會員

CPD/LSD/2008021

Enhancing English language proficiency and achieving communicative competence for surveyors in Hong Kong



(Co-organised by Royal Institution of Chartered Surveyors Hong Kong and The Hong Kong Polytechnic University, English Department, Research Centre for Professional Communication in English)

Speaker Professor Winnie Cheng, Professor and Director, Research Centre for Professional Communication in English, English Department, The Hong Kong Polytechnic University

Professor Winnie Cheng is Director of the Research Centre for Professional Communication in English, The Hong Kong Polytechnic University. Her current research interests include Professional and Intercultural Communication, Corpus Linguistics, Conversation Analysis, (Critical) Discourse Analysis, Discourse Intonation, Pragmatics, Lexical Studies, and Online Collaborative Assessment and Learning. She is currently working on compiling and analysing specialized corpora, such as the Hong Kong Corpus of Construction and Surveying (HKCCS), Hong Kong Financial Services Corpus (HKFSC) and Hong Kong Engineering Corpus (HKEC), and conducting interdisciplinary collaborative projects with different professional associations and communities.

Date & Venue 6:30 pm - 8:30 pm Wednesday 19 March 2008
Room 1502, 15/F., Li Ka Shing Tower, Hong Kong Polytechnic University

Details Effective communication in English is essential for workplace success. The speaker will introduce and describe different ways to enhance English language proficiency and achieve communicative competence in surveying, through discussing real-life examples of English language use collected from different organizations in Hong Kong, for example, the government, developer, consultant and contractor.

Language English **Fee** HK\$80 per person
Deadline 12 March 2008 **Priority** First-come-first-served (maximum 50 persons)

CPD/HKIS/2008022

Construction law



(joint event with the Hong Kong Institute of Architects)

Speakers Vincent Connor - Managing Partner in Asia Pacific
Alice To - Senior Associate, Pinsent Masons

Date & Venue 6:30 pm - 8:30 pm Thursday 20 March 2008 SLC, HKIS

Details The HK Court of Final Appeal judgement published in 02/07 in Mariner International Hotels Limited and Atlas Limited over a hotel development in Sham Tseng, Tsuen Wan sets the standard of practical completion in Hong Kong. The speakers will go through the latest legal development of 'Practical Completion' in the UK and in HK.

In the eyes of the court, there are more that an architect or a surveyor has to do in a project, and you may owe duties to more than just the client. The speakers will also cover the professional liabilities of architects and surveyors. There would be tips and hints for avoiding professional negligence claims.

In the Q & A session, audience may raise questions, problems or difficulties encountered in the daily running and management of projects for discussion.

Language English **Fee** HK\$50 per person, HK\$100 per person for non member
Deadline 13 March 2008 **Priority** First-come-first-served

CPD/BSL/2008024

Writing skills for Critical Analysis



Speaker Edwin Tang, Past Chairman of BSD, FHKIS

Date & Venue 6:45 pm - 7:45 pm Wednesday 26 March 2008 SLC, HKIS

Details Mr Tang would share, from the assessor's point of view, requirements and approaches in preparing for the critical analysis by APC candidates.

Language Cantonese **Fee** HK\$100 per person
Deadline 19 March 2008 **Priority** BSD Probationers and Students

CPD/QSD/2008005

Stress and work performance - how they affect Quantity Surveyors in Hong Kong

Speaker Dr Mei-yung Leung BSc(Hons), BRS, PhD, MCIQB, MHKICM, MRICS, MHKIS, CVS, MHKIVM has more than fifteen years of practical / teaching experience in the construction industry / education and has participated in a number of prestigious construction projects in Hong Kong. Dr Leung's current researches cover stress management, construction project management, value management, facility management and construction education. She has attracted over HK\$ 9 million as Investigator in professional and research grants in recent years. All current research projects are being investigated on the basis of a human behavioral paradigm and project management knowledge, which will enhance the surveying performance in the industry. Over eighty refereed journals and conference papers in construction engineering and management have been published (http://bc029222.cityu.edu.hk/mei_yung.php)

Date & Venue 7 pm - 8:30 pm Thursday 27 March 2008 SLC, HKIS

Details One of the major responsibilities of quantity surveyors is to estimate and value the costs involved in executing a project. This is an onerous job which requires a high degree of accuracy. The unique nature and inherent uncertainty of most construction work together with the often very short time periods involved, however, make deviations in the actual costs from the estimated costs unavoidable. Therefore, unsurprisingly, estimation and valuation have long been recognized as a stressful business. However, is stress necessarily bad? What's the difference between distress and eustress? The intimate relationship between stress and work performance would be introduced in this talk.

Language	English	Fee	HK\$ 120 per person
Deadline	11 March 2008	Priority	QSD Members

CPD/LSD/2008025

Establishing GPS control stations for land boundary survey



Co-organized by Geomatics Faculty of the Royal Institution of Chartered Surveyors and Department of Land Surveying and Geo-informatics, the Hong Kong Polytechnic University)

Speaker Simon Kwok - Senior Land Surveyor of the Lands Department, Vice-Chairman of the Land Surveying Division of the Hong Kong Institute of Surveyors and Chair of the Geomatics Faculty of the Royal Institution of Chartered Surveyors Hong Kong.

Mr Kwok is a renowned GPS survey expert in Hong Kong. He led the projects for connecting the Hong Kong GPS network to the International Terrestrial Reference Frame, developed the datum transformation parameters between HK80 and ITRF96, established the Hong Kong 2000 GPS network, designed and developed and the Hong Kong GPS reference station network (SatRef) and the Networked RTK services. He also participated in the development of the GPS survey specifications and practice guide for the Code of Practice of the Land Survey Ordinance.

Date & Venue 7 pm - 8:30 pm Monday 31 March 2008
Room CF304, Core F, Hong Kong Polytechnic University

Details The Code of Practice of the Land Survey Ordinance (4th Edition 2006) requires the control stations established by using GPS shall comply with the accuracy standard and quality requirements as stipulated in the Specifications and Practice Guide for Establishing GPS Control Stations for Land Boundary Survey (version 2.0, 2004).

The speaker will discuss the GPS control survey accuracy standard. He will use a case to illustrate how to carry out the GPS control survey and how to demonstrate compliance of the requirements of the Code of Practice.

The knowledge presented in this talk is essential for ensuring the quality of the GPS survey results to fulfill the legal requirement of land boundary survey in Hong Kong.

Language	English	Fee	HK\$100 per person
Deadline	17 March 2008	Priority	First-come-first served (maximum 40 persons)

CPD/QSD/2008018

Innovative approach in contracts and tender procurement management



New

Speakers Johnson So - Sun Hung Kai Properties
Eugene Seah - Davis Langdon and Seah, Singapore

Date & Venue 7 pm - 8:30 pm Thursday 3 April 2008 SLC, HKIS

Details In any construction contract, procurement management is almost always talked about. The choice of the procurement route to take is one of the important success factors that contribute to the overall success of the project, enabling the project to meet time, cost quality targets. Choosing the wrong procurement route can spell disaster to the project and to the Developer.

Choosing which procurement route demands both experience and knowledge of the objectives and needs of the Developer. This seminar discusses on the available procurement routes in general, that is to say, it will not make specific reference to the Form of Contracts such as FIDEC or Joint Contracts Tribunal or HKIS, but will center on looking at the benefits of the genesis of the contract such as a Lump Sum, Bills of Quantities, Design and Build, Develop and Construct, Guaranteed Maximum Price, Partnering Contracts etc. There are instances that there is no standard form of contract or contract approach to address the Developers objectives and needs, hence it requires the Quantity Surveyor to employ his innovative drafting skill to address such challenges, a mixture between "Science and an Art" to the meeting of minds

This seminar further discusses the challenges of redrafting the contracts as well as advantages and disadvantages of re-drafting and adding additional conditions to the contract. This paper then concludes with one well known case study in Singapore, "the Orchard Turn Development", a fairly sizable project, currently under construction, with total GFA of 125,726 m² (a mix of 8 levels retail mall of 87,486m² and deluxe residential tower of 38,240m²) in the heart of city centre Orchard Road in Singapore, jointly owned by CapitaLand and Sun Hung Kai Properties. This project is unique as the contract was awarded as a quasi Develop and Construct Project with a bolt on Guaranteed Maximum Price condition to it, all of which introduce challenges and advantages to the project team and the Developer.

Language	English	Fee	HK\$120 per person
Deadline	28 March 2008	Priority	QSD Members

CPD/BSL/2008016

Innovative solution for countering water ingress into concrete structures



New

Speaker Dr Ian McFeat-Smith BSc, PhD, CPEng, MHKIE, Technical Director - Hydrotech Asia Ltd

Date & Venue 7 pm - 9 pm Wednesday 9 April 2008 SLC, HKIS

Details Ian has worked on tunneling projects throughout South East Asia for the last 30 years as a director for Charles Haswell & Partners (Far East) Ltd then Atkins Haswell and currently IMS Tunnel Consultancy. He works closely with Clients, Designers and Contractors on challenging projects including TBM installations, risk management and water inflow control.

Water ingress into subsurface concrete structures takes place through cracks or by capillary action. Ingress through large cracks can usually be solved by crack injection; however ingress through fine cracks and by capillary action is difficult to treat successfully in many cases. Waterproofing techniques produce variable results and membranes are easily compromised.

An innovative solution has been developed to counter such capillary action by means of Multiple Pulse Sequencing (MPS) using electro-osmosis. Using a very small current measured in milliamps the system expels groundwater at up to 60 bar pressure. Installation costs for the system have proven to be low whilst maintenance costs have been negligible for drying out problem walls and basements in a range of applications over the last 8-10 years.

Language	English	Fee	HK\$120 per person (HK\$150 for walk-in participants)
Deadline	2 April 2008	Priority	BSD Members

CPD/LSD/2008011

廣東省中山市交流參觀團



日期	行程								
4月10日 (星期四) (包午、晚餐)	<p>香港→中山 (乘豪華直巴經皇崗口岸, 估計中午前到達中山, 隨即下榻中山匯泉酒店)</p> <p>指定地點集合處:</p> <table> <tr> <td>香港 — 灣仔修頓中心</td> <td>早上九時正</td> </tr> <tr> <td>九龍 — 九龍塘森麻實道耀中國際小學</td> <td>早上九時二十分</td> </tr> <tr> <td>新界 — 沙由沙田正街希爾頓中心</td> <td>早上九時三十分</td> </tr> <tr> <td>新界 — 粉嶺火車站</td> <td>早上九時四十五分</td> </tr> </table> <p>以上為巴士出發時間, 逾時不候!</p>	香港 — 灣仔修頓中心	早上九時正	九龍 — 九龍塘森麻實道耀中國際小學	早上九時二十分	新界 — 沙由沙田正街希爾頓中心	早上九時三十分	新界 — 粉嶺火車站	早上九時四十五分
香港 — 灣仔修頓中心	早上九時正								
九龍 — 九龍塘森麻實道耀中國際小學	早上九時二十分								
新界 — 沙由沙田正街希爾頓中心	早上九時三十分								
新界 — 粉嶺火車站	早上九時四十五分								
4月11日 (星期五) (包早、午、晚餐)	<p>參觀交流:</p> <ol style="list-style-type: none"> 與廣東省國土資源局省廳副廳長、廣東省測繪學會理事長、中山市副市長、中山市國土資源局局長及中山市城市規劃局總工程師、專家等座談交流。 參觀中山市國土局辦公窗口、交易中心和各項展覽。 								
4月12日 (星期六) (包早、午餐)	<p>參觀交流:</p> <ol style="list-style-type: none"> 會展中心、凱茵新城及萬科城市風景地產住宅小區。 中山市古鎮燈飾廣場。 <p>上午景區參觀或高爾夫球耍樂:</p> <p>選擇一: 長江水庫、孫中山故居及嶺南水鄉</p> <p>選擇二: 高爾夫球耍樂(自費)</p> <p>下午回程:</p> <p>中山→香港 (乘豪華直巴經皇崗口岸返港, 預計晚上六時抵港。)</p>								

- 註: 以上三天的行程只供作參考, 最終的行程可能會稍作修改。
- 如選擇多停留一天中山, 可代為安排酒店和高爾夫球活動, 一切自費。
- 可計算之持續教育小時: 10小時

交流團的費用

	單人房 (Single)	雙人房 (Standard Twins)
團費每人 (旅遊保險不包括在內):	HK\$2,200	HK\$1,800

CPD/BSO/2007026

Experience sharing by surveyors practising as Authorized Person

New

Speakers Raymond Chan, Tsui Ho, Vincent Ho, YY Yip and John Yip

Date & Venue 7 pm - 8:45 pm Fridays 11 April, 18 April and 2 May 2008 SLC, HKIS

Details This course aims at sharing surveyor's practical experience as the Authorized Person. Both recently registered and long practicing AP would talk about the statutory roles and duties of AP, practical issues on submission, approval and supervision as well as necessary preparation to pursue the registration etc. A group discussion would be held in the last session of the course. Member who want to register as AP or sharing his/her experiences with our members are recommended to enroll in this course.

Language English

Fee

HK\$1500 (HK\$500 would be refunded for full attendance)

Deadline 20 March 2008

Priority

40 (Corporate Members of HKIS and on first come first served basis)

CPD/YSG/2008015

Pre-contract cost planning and control

New

Speaker KC Tang FHKIS, FRICS, RPS (QS)

Date & Venue 2 pm - 5 pm Saturday 12 April 2008 SLC, HKIS

Details K C Tang is a Director of K C Tang Consultants Ltd with over 31 years professional experience in quantity surveying. KC has also been an APC assessor for many years.

"Pre-contract cost planning and control" is the third item of core competencies in the QSD APC Rules and Guide. In this event, KC will discuss on the cost estimating parameters, cost geometry, cost plans, preliminary cost estimates, estimating techniques, cost indices, life cycle costing, cost reconciliation, pre-tender estimates, and cost analysis.

Language Cantonese

Fee

HK\$100 per person, HK\$150 non-member,
HK\$20 walk in surcharge for all pricing listed.

Deadline 29 March 2008

Priority

Probationers and Students

CPD/GPD/2008014

Real Estate Fund Management

New

Speaker Wyatt Choy CIREA, FHKIS, FRICS, FHIREA

Date & Venue 7 pm - 8:30 pm Monday 14 April 2008 SLC, HKIS

Details Wyatt Choy is currently in charge of a renewed China Real Estate fund focusing on the greater China market, including Mainland, Macau, Hong Kong and Taiwan. Mr Choy will share with us his insight on investment property market and his experience in property fund management.

Language English

Fee

HK\$120 per person,
HK\$150 per person for walk-in participants (if seats are still available)

Deadline 7 April 2008

Priority

GPD Members

CPD/YSG/2008020

【表達技巧】工作坊

New

講者	王德全 — 資深播音人、廣播劇「十八樓C座」前監製 莫佩嫻 — 香港公開大學導師：電台主持		
日期及地點	2008年4月18日(星期五) 晚上7時至8時30分，香港測量師學會測量師研習中心		
內容	王德全先生：聲線技巧、表達方式、神情儀態、小組討論的開場白與結束語。 莫佩嫻小姐：如何表現自己，預備發言內容重心，構思有創意的短講內容。		
語言	廣東話	費用	HK\$100.會員, HK\$150.非會員, (未經報名人仕 HK\$20 附加費)
截止日期	2008年4月3日	優先報名	先到先得

CPD/YSG/2008023

Business interiors: How can interdisciplinary design add value?

New

Speaker	Greg Pearce, Managing Director of One Space Limited, MUK-ARB, MRIBA, MHK-AR		
Date & Venue	7 pm - 8:30 pm Thursday 24 April 2008 SLC, HKIS		
Details	<p>Greg Pearce was the Principal Architect of Hong Kong Station and of the new HSBC HQ Extension, both in Central. He is a registered architect in Hong Kong and the UK. He is the co-founder of One Space Ltd, an interdisciplinary design firm established in 2004 in Hong Kong. Greg's civic and commercial building design experience spans his twenty years of practice as a key designer on a number of prestigious projects in the USA, Europe and Asia, culminating in thirteen recent years of projects in Hong Kong and the region.</p> <p>The quantifiable benefits of interdisciplinary teamwork have been a recent topic of interest in the design and construction industry. Major building and infrastructure projects in Hong Kong - led by such companies as MTR, Gammon, Arup, Hongkong Land, Hip Hing and others - have demonstrated lower project costs, reduced lead times, less re-working of defects, more serviceable facilities, and higher quality architecture.</p> <p>This talk will explore how soaring commercial rents - and the simultaneous growth of the financial services industry in Hong Kong and China - highlight the demonstrable business value of interdisciplinary teamwork on interiors projects. The speaker will share lessons learned and show illustrated project examples for discussion.</p>		
Language	English	Fee	HK\$100 per person, HK\$150 non-member (HK\$20 walk in surcharge for all pricings listed)
Deadline	17 April 2008	Priority	Probationers and Students

CPD/QSD/2008017

QSD APC Final Assessment - Review Workshops

New

Speakers	Experienced QSD APC Assessors
Date & Venue	2 pm - 5:30 pm Saturdays 26 April and 3 May 2008 SLC, HKIS

CPD/PQSL EVENTS

Details The Workshops will be conducted in two parts: the first part focuses on the general principles in answering Practice Problems, and the second part focuses on skills in attending the final interview. In the first Workshop, emphasis will be given on how key issues are identified, and format, presentation and writing skills in answering particular types of practice problems. Examples from previous papers / answers will be illustrated. In the second Workshop, a demonstration of a mock Interview will be conducted; with emphasis given on communication skills and how candidates could best present themselves in the final interview. Experienced APC Assessors will be invited to conduct the Workshops. Candidates are encouraged to attend and participate in the discussions during the Workshops.

Language Cantonese supplemented by English **Fee** HK\$200 for 2 sessions
Deadline 11 April 2008 **Priority** QSD Probationers and Students

CPD/GPD/2008019

Global real estate investment



Speaker Phemey Pon, Managing Director, Centaway Limited

Date & Venue 7 pm - 8:30 pm Tuesday 6 May 2008 SLC, HKIS

Details Global real estate investment has become increasingly important component of efficient, global mixed-asset portfolios. Surveyors involve in asset portfolio management are no doubt need a global vision and knowledge to source good investment opportunities without state boundaries restrictions. While mainland China may still be a hot spot, other South East Asia countries are attracting more funds to flow in. Our speaker will share with us his experiences on identify investment opportunities and use Vietnam as an example to explain why investors have moved from mainland China to Vietnam recently.

Language Cantonese **Fee** HK\$120 per person
HK\$150 per person for walk-in participants (if seats are still available)
Deadline 22 April 2008 **Priority** GPD Members

Mandatory CPD

started on
1 June 2007

Update your
CPD profile record
regularly for
mandatory checking
in future

Go e- for latest CPD news and log sheet

Webmail Login

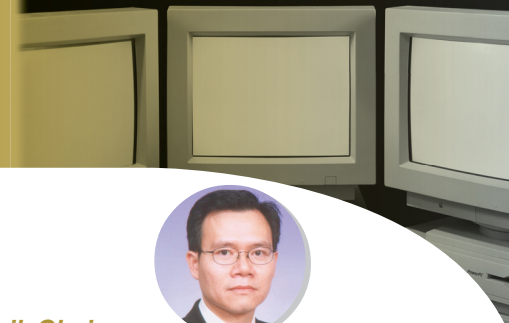
- 1) Go to www.hkis.org.hk
- 2) Click "Webmail"
- 3) Enter your
 - a) User ID (choose one from: bs, gp, ls, pfm, pd, qs, then your HKIS number)
 - b) Password (the preset password is your birthday in yyymmdd; change this by all means when your first log in)

CPD Log Sheet

Record your CPD attendance on a CPD Log sheet on-line:

- 1) Go to www.hkis.org.hk
- 2) Click "Members Corner", then "CPD Profile"
- 3) Enter your Login Name, then Password
 - a) Login Name = HKIS number (e.g. Membership No. 3042, login name is 3042)
 - b) Preset password: see above
- 4) Click "Add Log"
- 5) Submit your event information as requested

Problems encountered with login, please contact i_t@hkis.org.hk



Building Surveying Division Chairman's Message



Alex Wong BSD Council Chairman

CAEC Certification Presentation

In addition to the certificate presentation ceremony held in Beijing on 23 January 2008, another certificate presentation ceremony was held in Hong Kong on 30 January 2008. For details, please refer to the HKIS News Section.

Conference on Planned Building Maintenance

A conference titled 物業保值有何良策 樓宇維修及早計劃, is scheduled on 19 April at Mong Kok Community Hall. It is a conference organized by BSD, sponsored and assisted by Hong Kong Housing Society and Home Affairs Department. The Conference is to arouse public awareness and provide some general knowledge on planned building maintenance. The Conference will include the launching of an educational video on planned building maintenance produced by BSD under the sponsorship from the Coalition of Professional Services Atypical Pneumonia Charitable Trust. We have invited guest speakers from various professions including building surveyors, quantity surveyors, solicitors and representatives from the ICAC and an insurance company.

Revision of APC Rules and Guides

Some probationers have been taking a sluggish approach in the APC and the growth of probationers was getting unhealthy to the profession, the APC (BS) Rules and Guides

was revised with immediate effect in May 2007 to tighten up the administrative arrangements so that candidates would not misconceive that they could unduly delay and prolong their APC.

Since then, nine months have lapsed; by comparing the statistics in respect of APC pursuance in recent years (see below), we found the feedback to the revision is quite encouraging.

From the statistics, it is observed that there are significant increases in both the submission of Critical Analysis and the application of Final Assessment in 2007. We believe such increases are mainly due to following reasons.

The first reason is the growing demand for building professionals to cope with the recovering building industry and the forthcoming mandatory building inspection scheme, which provide a prosperous future for professional building surveyors that allure the probationers to take an active role in pursuing the professional qualification.

The revised APC Rules and Guides may also contribute to the increased attempts as further undue prolongation by 'delayed' candidates may render their APC to be terminated.

In line with the revision of the APC Rules and Guides, transitional arrangements were specified for the 'delayed' candidates and a grace period up to May 2008 was allowed. For 'delayed' candidates who have not yet made their submissions or applications, please take immediate action and grasp the last chance to meet the deadlines; otherwise the pursuit of professional qualifications will be prejudiced.

	Year 2005		Year 2006		Year 2007	
	Number of Candidate		Number of Candidate		Number of Candidate	
	Attempted	Passed	Attempted	Passed	Attempted	Passed
Practical Task	118	48 (41%)	122	61 (50%)	100	52 (52%)
Critical Analysis	55	25 (45%)	67	19 (28%)	109	35 (32%)
Final Assessment	17	9 (53%)	26	15 (58%)	46	33 (72%)

General Practice Division Chairman's Message



Dr Lawrence Poon GPD Council Chairman

CPD

On 21 January, about 200 members attended the first CPD - Land Administration & Practice in Hong Kong. Speaker Roger Nissim has kindly shared with us his observations on changes to our land administration & practice since 1998 apart from highlighting some key issues that have now come to the fore and analyzed some significant court decisions

Two CPD events have been scheduled for March. The first one about merger & acquisition policies and regulations on the Mainland will be held on 10 March. Another one to be delivered by Ronald Cheung on 4 March is "HKIS Property Marketing Award: Successful cases sharing". Other coming topics including asset management and global investment are on the way in April and May.

Ministry of Construction

Charles Chan represented the GP Division at a meeting with the Ministry of Construction (MOC) on 18 January organized by the Development Bureau (DB). The purpose of the meeting is to discuss detailed arrangements in connection with the implementation of commitments secured under CEPA Supplement IV signed on 29 June 2007 as well as other issues relating to mutual recognition of professional qualifications.

At the meeting, Charles had met with Deputy Secretary General of China Institute of Real Estate Appraisers (CIREA) Zhao Xinming. According to Mr Zhao, HKIS members cannot renew their current registration licenses as a real estate appraiser unless they are working full time in a local valuation firm on the Mainland. However, under the current policy, the qualification obtained through mutual recognition is valid for lifetime and hence members can apply for a new license whenever they are employed by a local valuation firm.

Charles also enquired whether CIREA would allow shareholdings of local valuation firms to be held by corporate entities in addition to natural persons and was given to understand that the decision is outside the jurisdiction of MOC as the requirement for all professional firms to be owned by natural persons was imposed by the State Council. CIREA has agreed to follow up the subject issue.

At the meeting, DB and MOC agreed to set up a joint working group to follow up on all outstanding issues. The group from Hong Kong comprises one representative from each profession/discipline and Charles is the representative of the GP Division of the Institute. Should members have any concerns or comments, please write to Charles through e-mail at info@hkis.org.hk.

Saleable Area

Members may be aware that the "Supplement to the Code of Measuring Practice" has been issued by the Institute on 5 February. Compared with members of other Divisions, GP members have more chances to involve themselves in saleable area in their professional practices for such purposes as mortgage valuation, land premium assessment and different kinds of statutory valuations. Members are therefore strongly advised to study the Code in conjunction with the Supplement in detail and follow the measuring practice mentioned accordingly.



Land Surveying Division Chairman's Message

Sung Hon Kwong LSD Council Chairman



Mutual Recognition with the Registered Surveyor 測繪師

Simon Kwok, Lesly Lam and myself together with officials from the Development Bureau of the HKSAR Government met Zhang Wenhui 張文輝, Chief of the Department of Personnel, Division of Education of the State Bureau of Surveying and Mapping 國家測繪局人事司教育人才處長, Li Gen-hong 李根洪, Secretary General of the Chinese Society for Geodesy Photogrammetry and Cartography 中國測繪學會秘書長, Gu Na 顧納, Program Officer of the Department of International Cooperation of the State Bureau of Surveying and Mapping 國家測繪局國際合作項目官員 on 18 January to discuss the possibility of a mutual recognition between our LSD members and the Registered Surveyors of the Mainland. The meeting concluded that it is still premature to discuss a mutual recognition at this stage but we would forward information like the academic qualifications recognized by the Institute, content of these courses, assessment system of the Land Surveying Division within the Institute in admitting professional members. In return, they will provide us with their examination details now being worked out by the State Bureau of Surveying and Mapping. A working group might be formed to follow-up on the matter. I will keep you posted on progress.



Research Project in Title Registration System of Hong Kong

Dr Conrad Tang, Simon Kwok and George Leung are now engaging in a research project funded by the Institute. The objectives of the project are:

- to identify the characteristics of a suitable land bound-

ary survey system for the title registration system of Hong Kong by comparing land boundary survey systems in terms of legal and institutional framework of advanced countries;

- to investigate how a suitable land boundary survey system can best protect Hong Kong people's right to land and boundaries; and
- to identify distinguished steps of developing such a land boundary survey system in Hong Kong.

These gentlemen will visit other countries to learn on the system of these countries. Hope they will come up with a good recommendation for the profession and Government to follow.

Revision of APC Rules and Guides

The Education Committee is busy finalizing the 3rd draft of the Rules and Guides to the APC hoping that it can be released very soon. The revision aims to streamline the assessment process, remove the ambiguities, and touch up on the whole document. A brief session will be arranged to introduce the members to the changes and answer any questions that might be put forth to the Divisional Education Committee.

Presidency of Technical Commission II ISPRS

The Executive Committee of the Institute has endorsed the nomination of Professor Shi Wenzhong 史文中 of the Hong Kong Polytechnic University to run for the presidency of the Technical Commission II of the ISPRS during its annual Conference to be held from 3 to 11 July in Beijing. Professor Shi has been working for many years in various working groups of the International Society of Photogrammetry and Remote Sensing (ISPRS).

Geomatics Conferences

Other than the ISPRS to be held in July in Beijing and the FIG Working Week to be held in June in Stockholm, the Hong Kong Polytechnic University is also organizing a two-day Geomatics Conference in May in the University Campus. Please check the relevant websites for details.

Property & Facility Management Division Chairman's Message

Kenneth Chan Jor Kin PFMD Council Chairman



Qualifications on PSA/PSC Tenders in Housing Department

I have pleasure to advise that the Housing Department has confirmed on 14 February that the qualification of Property and Facility Management Surveyors for the post of Estate Manager (Property Management) in the PSA/PSC Contracts in Housing Department. In a recent meeting in late January 2008 with the Services Support Unit of the Housing Department, we have been given to understand that persons holding professional membership qualification of the Hong Kong Institute of Surveyors in the Property and Facility Management Division will be included in the next batch of tendering for PSA/PSC along side with HKIS(GP) qualification.

Following on the acceptance of the PFMD qualification by the Housing Department, we will be writing to and making representation to other government departments and public bodies on the qualification of PFM Surveyors in undertaking property and facility management.

Green Management Practice Guidelines

Charles CK Hung is heading up a working group in the preparation of suitable practice guidelines for surveyors in the green management of properties and facilities. The Council has set a target for such guidelines on residential properties and commercial properties to be completed within the year 2008 and 2009 respectively. This will require a lot of input and work from members. You are encouraged to participate and please let me know if you are interested or you have any good suggestions.

Degree courses accredited for APC

The Division has recently accredited the BSc(Hons) degree in Property Management from the Hong Kong Polytechnic University as well as the BSc(Hons) degree in Surveying and the MSc degree in Real Estate (Major in Facility Management) from the University of Hong Kong for probationary membership of the Division and undertaking Assessment of Professional Competence. Subject to further review, the Division will also accept candidates who had

obtained Surveying degrees recognised by the Building Surveying and General Practice Divisions of the HKIS engaging in property facility or related asset management to commence training for the PFMD APC.

Membership status

The membership of the Division as at 24 January runs at a total of 692 including 81 Fellows, 602 Members, 7 Probationers and 2 Students. The Division does not have any technical associate at the moment and this should be one target area for membership growth. We hope to recruit more student members and talks with Property Management degree students of the Hong Kong Polytechnic University have been arranged.

Good Property Management Practices

I intend to create a special column within this Divisional News for the sharing of property management and related practices. Members are welcome to send their ideas for sharing. May I suggest that the first topic be - Good Practices in the Procurement of Professional Consultancy Services for Major Renovation Works by Property Management Companies. It does not have to be long. We need something that you may have experienced and consider it good to share with others.



The Purpose Driven Life
Rick Warren

Quantity Surveying Division Chairman's Message



Stephen Lai QSD Council Chairman

Kung Hei Fat Choy I wish you all a prosperous Year of the Rat.

It has been a busy month finalizing our budget and to appoint QSD representatives to General Council Committees and QSD Sub-committees.

Registered Cost Engineers in China



Both Daniel Ho and I attended the meeting with the Ministry of Construction in Beijing on 18 January organised by the Development Bureau. The discussion on registration of cost engineers in China was fruitful. We are planning to process the first lot of applicants for the registration in the second quarter of 2008. Members who have passed the reciprocity examination will be informed of the details of the registration shortly.

We also had discussion with CECA 中國建設工程造價管理協會, exploring the possibility of a second reciprocity examination. Members will be informed on progress.

APC

Last September, 299 candidates sat the written test of the APC Final Assessment. 41 passed both papers and 31 marginally failed. All of these 72 had been invited to the Professional Interview in January this year and 57 passed (39 out of 41 and 18 out of 31). The passing rate is 19%.

In November 2007, it was stated in the newly revised Rules and Guides of the QSD APC that referred candidates are required to sit for the written test this September and to attain prescribed minimum hours of Pre-Qualification Structured Learning. For detailed information, candidates are advised to study these requirements in the QSD website.

Quality Building Award 2008

Set No Boundary for Quality Buildings

This is a biennial award giving public recognition to buildings of outstanding quality that have demonstrated excellent teamwork. The provision of quality building is an essential ingredient of a prosperous and modern society, the QBA promotes a collective commitment by the industry to maintain the highest standards of professionalism and competitiveness. Nominations ended on 31 December 2007 and 39 entries were received.

Categories	Number of Nominations
Residential	9
Non-residential	17
Sub-categories	
Heritage	4
Innovation	2
Sustainability	4
Project Outside Hong Kong	3

An assessment panel including Kenneth Chan, Daniel Ho, Gilbert Kwok, Alex Lam, Antony Man and Gary Yeung has been formed by the Institute for the preliminary assessment of all the entries. Projects will be shortlisted for site visit in March based on the preliminary assessment from 11 organising institutes or disciplines. Recommendation of finalists to the Jury Panel led by Director of Buildings Cheung Hau Wai will be made after the site visit. HKIS Immediate Past President Raymond Chan is one of the members of the Jury Panel. Results will be announced at the QBA 2008 Award Dinner in June.

Young Surveyors Group Chairman's Message



Joseph Wong YSG Chairman

Kung Hey Fat Choy On behalf of the YSG, I would like to send you and your family our warm greetings, wishing you all every success and may your business flourish and prosper, your career grow and enjoy good health and peace throughout the Year of the Rat!

Heritage Conservation

I was invited by the Development Bureau to join the launching ceremony of the Conserve and Revitalise Hong Kong Heritage at Kowloon Park on 15 January. The main objectives of the exercise is to preserve and put historic buildings into good and innovative use; to transform historic buildings into unique landmarks; to promote active public participation in the conservation of historic buildings and to create job opportunities in particular at the district level. Currently, seven buildings are in the first batch of historic buildings: Old Tai Po Police Station, Lui Seng Chun, Lai Chi Kok Hospital, North Kowloon Magistracy, Old Tai O Police Station, Fong Yuen Study Hall and Mei Ho House.

After the ceremony, I realized the importance of conservation of heritage in society. As an expert in the construction, property and real estate industry, I hope you, as a young surveyor, can raise your peer's concern on this issue.

HKIS Media Luncheon

The Institute hosted a luncheon on 16 January when the mass media in Hong Kong was invited. Office Bearers, divisional chairmen or their representatives were invited to deliver a speech during the meal. I gave a speech on behalf of YSG to introduce the infrastructure, multidivisional involvement and our contribution to the Institute.

Charity Walk on 24 February

YSG has formed a big team to join the charity walk namely, New Territories Walk - Route 8 (Tai Wai to Lai Chi Kok) on 24 February. The distance is approximately 6km and there are numerous tunnels throughout. I was chief surveyor of this project in 2003 and 2004 when I

was involved in the design and construction of the first half of the journey. I would demonstrate the technical issues from the point of view of a land surveyor throughout the walk. We hope this activity can raise funds for charity and serve as a free CPD event as well. Should YSG members like to make donations or have an enquiry, please contact me joseph.wong@landmarker.com or Billy Wong, Chairman of HKIS Community and Charity Services Committee Billy.B.Wong@MorganStanley.com.

Team Building Camp

This is from 1 to 2 March in the Pak Tam Chung Camp Site. The purpose is to build up better relationships, to enhance team spirit and leadership skills of YSG members. Besides committee members, University representatives from the HKU, PolyU, PolyU-LSGI and CityU are invited to join, totaling 25 participants. I believe the camp would be full of fun and at the same time, would enhance communication amongst YSG members and University representatives.

YSG Video

A new video will be produced basing on the previous JO-video in line with the conversion of Junior Organization (JO) to Young Surveyors Group (YSG) in 2007. All out-dated captions would be replaced by new ones in this production which will be used to promote YSG to universities, other institutes and the general public.

Dragon Boat 2008

Practice for one of our biggest social events **Dragon Boat Race 2008** started on 17 February. Although the weather may still be cold, practice will go on. This again demonstrates our faith, interest and determination to win another trophy this year. According to information from the Stanley Dragon Boat Association, we are one of the early birds to start boat training. For those who are interested, please contact Dragon Boat convenor, William Lai williamlccw@gmail.com or Social Event convenor, Michelle Chung michellechung_bs@yahoo.com.hk.

STANLEY DRAGON BOAT 8 June 2008

Practices every Sunday afternoon
from 17 Feb until 8 Jun. For details,
visit www.dragonboat.org.hk or
call William Lai on 9667 6410.

Join us!

Practices scheduled for Sundays

1	17/2	(1300 to 1600 hrs)
2	24/2	(1300 to 1600 hrs)
3	2/3	(1300 to 1600 hrs)
4	9/3	(1300 to 1600 hrs)
5	16/3	(1300 to 1600 hrs)
6	30/3	(1300 to 1600 hrs)
7	6/4	(1300 to 1600 hrs)
8	13/4	(1300 to 1600 hrs)
9	20/4	(1300 to 1600 hrs)
10	27/4	(1300 to 1600 hrs)
11	4/5	(1300 to 1600 hrs)
12	11/5	(1300 to 1600 hrs)
13	18/5	(1300 to 1600 hrs)
14	25/5	(1300 to 1600 hrs)
15	1/6	(1300 to 1600 hrs)

Galaxy Rowing Course

Instructor Warren Cheung / Carmen Wong
(Registered Rowing Coach (Level 1) of Hong Kong, China Rowing Association)
Venue Sha Tin Rowing Centre, 27 Yuen Wo Road, Sha Tin (next to Fo Tan Fire Station)

Date	Course A	Star 1 & 2	15/3 (Sat), 16/3 (Sun)	SAT : 1400 to 1800
	Course B		23/3 (Sun), 29/3 (Sat)	SUN : 0900 to 1800
	Course C		5/4, 19/4, 26/4 (Sat)	
	Course D	Star 3	20/4, 27/4 (Sun)	

Fee Star 1 & 2 (12 hrs): \$195 per person (include \$118 facilities charge)
Star 3 (16 hrs) : \$216 per person (include \$136 facilities charge)

Quota 5-8 per course (First Come First Served)

Dress Code Comfortable fitting exercise clothes, no skirts or dresses

Closing Date 2 weeks before the course starts

Topics Rowing is one of the oldest Olympic sports suitable for both men and women of any ability. As one of the best forms of aerobic exercise, it strengthens the heart and lungs, tones muscles, burns body fat, lowers blood pressure and relieves stress.

Galaxy Rowing Course aims to introduce the sculling/rowing equipment, basic rowing technique and safety rule. After Star 2 course, participant can apply for Star 3 course and join the affiliated club for overall comprehensive course or regular training upon passing Star 3 skill test

Please send the standard CPD reservation form with cheque to the HKIS office. Enquiries please contact Carmen Wong carmen.wkm@gmail.com or Donna Yu on 2526 3679.

Remarks The course will be bilingual (English and Chinese). Members' families are also welcome. Participants will be invited to represent HKIS to take part in Hong Kong Open Indoor Rowing Championships Charity Rowathon 2008 on 30 March 2008.

War Game Fun Day

21 March 2008 (Fri, Easter Holiday)

9am to 5pm

三軍外展中心, Fong Kat Heung Sang Tsuen, Yuen Long, New Territories

\$290 per person (including automatic electric gun, BB bullets, uniform, mask, lunch, insurance)

Free coach arrangement (pick up at Mongkok)

Quota: 40 (first come first served)

Application deadline: 10 March 2008

HKIS recommends all participants to take out insurance coverage to meet their own needs.

Please make reservation by using the standard CPD reservation form and send a cheque of \$290 to HKIS.

Enquiries, please contact William Chau bswilliamchau@gmail.com or Donna Yu on 2526 3679.



A Review of the Cost and Time Consequences of the Standard Forms of Contract in the Pacific Region

Dr Ellen Lau, City University of Hong Kong bsellenl@cityu.edu.hk

KC Tang, K.C. Tang Consultants Ltd., Hong Kong kctang@kctang.com.hk

Introduction

With the global economy and the internet, people have greater opportunities to travel or surf abroad to interact with other people to do business. As a Chinese proverb says, “Understand yourself, understand your counterparts, you win 100 times out of 100 conflicts”, we should know the customs and practice of the construction industries in other countries and localities. The standard forms of construction contracts used in different countries and localities are a good place to start with. These standard forms are generally accepted as covering all contractually significant matters in a construction contract with provisions scrutinized by practitioners and legal experts, and reflect a fair balance of risks and procedures appropriate to the local customs and practice. Ambiguities and inconsistencies should have been reduced to the minimum, and the forms are usually a consensus and compromised document amongst the stakeholders and the frequent users.

Purpose of Standard Forms

The standard forms set out clearly the rights and obligations of both parties and allow frequent users to get familiar with the contract provisions to enable consistency in their application. By adopting a standard form which everybody understands and uses, people can run the project in a ‘you-know-what-to-do way’.

Standard forms of construction contracts are used in different countries and localities. Uff and Capper (1989) state that there is no generally accepted definition of a construction contract. A construction contract can be viewed as a commercial venture in which both parties anticipate some level of profit (Uff and Capper, 1989), but business embraces both profit and non-profit value motivators (Allison/Stewart & Donleavy, 1995).

As a surveyor, we see it carry mixed functions, including economic, management and legal. Besides encompassing legal principles addressing the rights and obligations of the parties under the contract, the contract forms also attempt to fulfill project management functions (Martin Barnes, 1989) in respect of time, cost and quality. The terms of the contract delineate procedures reflecting legal principles and local customs and practice. The contract procedures therefore

perform dual functions of legal rules and management tools.

A major school of thought on contracting is about the allocation of risks (Chapman, Ward & Curtis/Uff & Capper, 1989) with the understanding that the contract parties are mutually clear about what is required of them such that time, cost, and quality are foreseeable. The risk sharing regime in the standard forms is a reflection of the local culture, bargaining power of the stakeholders, customs and practice. Therefore, a study of the standard forms would enable us to understand each other better. This study is confined to the payment, cost and time aspects of the standard forms.

Standard Forms Studied

Seven localities, i.e. Australia, Canada, Hong Kong, Malaysia, New Zealand, Singapore and Sri Lanka have been selected. One standard form from each locality has been chosen. Different localities may have more than one commonly used standard forms and the standard forms may be subject to specific amendments for use on specific projects. Commentary in this paper can only be based on the unamended standard forms listed.

Table 1 - Standard Forms Studied	
1	Australian Standard AS4000-1997 - General Conditions of Contract (Incorporating Amendment Nos. 1, 2 & 3)
2	Standard Construction Document - Stipulated Price Contract, 1994, Re-print 1998, published by the Canadian Construction Documents Committee
3	Standard Form of Building Contract, Private Edition - With Quantities, 2005 Edition, published by The Hong Kong Institute of Architects, The Hong Kong Institute of Construction Managers, The Hong Kong Institute of Surveyors, Hong Kong SAR, China
4	CIDB Standard Form of Contract for Building Works, 2000 Edition, published by the Construction Industry Development Board Malaysia
5	New Zealand Standard NZS 3915:2005 Conditions of Contract for Building and Civil Engineering Construction (where no person is appointed to act as Engineer to the contract)
6	Articles and Conditions of Building Contract for lump sum contract, Seventh Edition, April 2005, published by the Singapore Institute of Architects
7	Standard Bidding Document - Procurement of Works - Major Contracts, First Edition, September 2003, published by the Institute for Construction Training and Development, Sri Lanka (Note: for use on construction contracts of a complex nature and over Rs. 150 m.)

Contract Types

The standard forms, provided with alternative or optional clauses, can be used for a variety of contract types.

Diversified Terminology

The terms used in the standard forms are quite different for conceptually the same thing. The diversity of the terminology may be a reflection of the customs and practice of different localities. The standard forms call the Client by different names like Owner / Employer / Principal. Only the Hong Kong and the Singapore forms specifically state the roles of the Quantity Surveyor.

Table 2 - Contract Types	AU	CA	HK	MY	NZ	SG	LK
Lump sum contract with Schedule of Rates		—		—	—		
Lump sum contract with Bills of Quantities			—	—	—		
Measure and value contract with Schedule of Rates or Schedule of Prices or Bills of Quantities	—				—		—
Cost reimbursement contract					—		
Road or term maintenance contracts					—		
Local authority contracts					—		

Table 3 - Diversified Terminology							
Here	Australia	Canada	Hong Kong	Malaysia	New Zealand	Singapore	Sri Lanka
Client	Principal	Owner	Employer	Employer	Principal	Employer	Employer
Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor
Tender	Tender	Bid	Tender	Tender	Tender	Tender	Bid
Contract Administrator	Superintendent	Consultant	Architect	Superintending Officer	—	Architect	Engineer
Contract Administrator's Representative	Superintendent's Representative	—	Architect's Representative	Superintending Officer's Representative	—	—	Assistant
Quantity Surveyor	—	—	Quantity Surveyor	—	—	Quantity Surveyor	—
Other Contractors	—	Other contractor and Owner's own forces	Specialist Contractor	other person or contractor	Separate Contractor	Artists, tradesmen and other contractors	—
Contract Sum	Contract Sum	Contract Price	Contract Sum	Contract Sum	Contract Price	Contract Sum	Initial Contract Price
Bills of Quantities	Bill of Quantities	—	Contract Bills	Bills of Quantities	—	Bill of Quantities	Bills of Quantities
Schedule of Rates	Schedule of Rates	Schedule of Values	—	Schedule of Works and Schedule of Rates	Schedule of Prices	Schedule of Rates	—
Equipment for incorporation	Plant	Machinery and equipment	plant, equipment	Equipment	—	plant, equipment	Plant
Construction plant	Construction Plant	construction machinery and equipment	plant, equipment	Construction plant	Plant	plant, equipment	Contractor's equipment
Day	for Calendar day	—	for Calendar day	for Calendar day	for Working day	—	for Calendar day
Contract Period	—	Contract Time	Time for Completion	Time for Completion	Contract period	—	Time for Completion
Commencement Date	—	—	Commencement Date	Date of Commencement	—	Commencement Date	Commencement Date
Date for Completion	Date for Practical Completion	—	Completion Date	—	Due Date for Completion	Date of Completion	—
Completion Certificate	Certificate of Practical Completion	Substantial Performance Certificate	Substantial Completion Certificate	Certificate of Practical Completion	Certificate of Practical Completion	Completion Certificate	Taking-Over Certificate



Table 3 - Diversified Terminology (cont'd)

Here	Australia	Canada	Hong Kong	Malaysia	New Zealand	Singapore	Sri Lanka
Certificate of Non-Completion	-	-	-	Certificate of Non-Completion	-	Delay Certificate	-
Payment Claims	Progress Claims	application for payment	Statement	Statement of Work Done	Payment Claim	Payment Claim	Statement
Payment Certificate	Progress Certificate	-	Interim Certificate	Interim Certificate	Payment Schedule	Interim certificate	Interim Payment Certificate
Defects Liability Period	Defects Liability Period	Warranty Period	Defects Liability Period	Defects Liability Period	Period of Defects Liability	Maintenance Period	Defects Notification Period
Defects Rectification Certificate	-	-	Defects Rectification Certificate	Certificate of Making Good Defects	Defects Liability Certificate	Maintenance Certificate	Performance Certificate
Instruction	Direction	Change Directive	Instruction	Instruction	Instruction	Direction / Instruction	Instruction
Variations	Variation	Change	Variation	Variation	Variation	Variation	Variation
Final Claim	Final Payment Claim	Application for Final Payment	-	Final Claim Statement	Final Payment Claim	final claim	Final Statement
Final Account	-	-	Final Account	Final Account	Final Payment Schedule	-	-
Final Certificate	Final Certificate	Final certificate for payment	Final Certificate	Final Certificate	-	Final Certificate	Final Payment Certificate

Independent Consultants to Act Reasonably

The Australian, Hong Kong and Malaysian forms specifically require the independent consultants to act reasonably (Table 4).

Table 4 - Independent Consultant's Attributes	AU	CA	HK	MY	NZ	SG	LK
Superintendent to act reasonably and in good faith	-						
Contract parties, Architect and Quantity Surveyor to act reasonably and expeditiously			-				
Superintending Officer to act reasonably and timeously				-			

Retention and Performance Securities

Retention ("holdback" in the Canadian form) is generally held back from progress payments at a rate not more than 10% of the Contract Sum up to a limit equal to 5% of the Contract Sum. The New Zealand form stipulates progressively reduced percentages. Performance bonds from the Contractor are generally suggested as a default to be 5% of the Contract Sum. The Australian form is very flexible to leave the type of bond from the contract parties to be stated in the Annexure to the Conditions. The Singapore form does not require a performance bond from the Contractor.

Only the Malaysian and New Zealand forms provide for bonds from the Client. The Canadian form entitles the Contractor to require evidence of the Client's financial capability to pay (Table 5).

Table 5 - Retention and Performance Securities	AU	CA	HK	MY	NZ	SG	LK
Retention / Holdback							
Holdback permissible subject to legislation and statutory regulations and to be released in full upon Substantial Performance of the Work		-					
Percentage retention up to a limit, to be reduced to half upon Completion of the Works, and balance to be released upon certified completion of making good defects (Final Certificate in the case of Australia)	-		-	-	-	-	-
10% subject to max of 5% of Contract Sum			-	-			-
10% of first NZ\$200,000 + 5% of next NZ\$800,000 + 1.7% of remainder, up to a maximum of NZ\$200,000					-		
10% on work, 20% on unfixed materials, limit not stated						-	
Retention bond in lieu of retention permissible					-		
Other securities from Contractor							
Form of security very flexible for parties to state in the Annexure	-						
Performance bond / surety bond		-	5%		-		5%
Performance security deposit, if required under an optional clause				5%			

Table 5 - Retention and Performance Securities (cont'd)	AU	CA	HK	MY	NZ	SG	LK
Securities from Client							
Form of security very flexible for parties to state in the Annexure, to be reduced to half upon Practical Completion, and balance to be released 14 days after Final Certificate	—						
Contractor entitled to require evidence of Client's financial capability to pay		—					
Payment bond, if required under an optional clause				5%			
Principal's bond					—		

Payment Scheme

All standard forms provide for periodic progress payments and require the Contractor to apply for payments (called "payment statements" or "payment claims"). Valuation and certification of the payments are to be done by the Independent Consultants named in the Contract. The New Zealand form, which does not have an Independent Consultant, requires the Principal to respond with a "Payment Schedule".

All except the Australian form permit payment for unfixed materials and goods on site without need for security. Payment for materials and goods off-site is generally not allowed, except that the Hong Kong and Malaysian forms permit such possibility subject to detailed rules.

On the other hand, the Australian and Hong Kong forms contain some provisions (to different extent) to ensure payment to workers and sub-contractors before certifying the next payment. Payment under the Singapore form is subject to Building and Construction Industry Security of Payment Act and Regulations.

Only the Malaysian form permits the Contractor to suspend work due to continued late payment, after serving 14 days notice 14 days after the payment due date.

Table 6 - Payment	AU	CA	HK	MY	NZ	SG	LK
Generally							
Payment certification by the independent Contract Administrator	—	—	—	—			—
Client to assess the Contractor's payment claim and issue a proposed Progress Payment Schedule to the Contractor for agreement					—		

Table 6 - Payment (cont'd)	AU	CA	HK	MY	NZ	SG	LK
Advance payment							
Providing for advance payment, secured by an advance payment guarantee, and progressively recovered in proportion to progress payments.							—
Providing for stage payments						—	—
Payment for unfixed materials and goods on site							
Permitted without security required		—	—	—	—	—	—
Permitted only if additional security provided, and already paid for, properly stored and protected, and labelled the property of the Client	—						
Payment for materials and goods off-site							
At the Architect's discretion unless expressly provided in the Contract			—				
Permitted subject to fulfillment of very detailed conditions			—				
Other significant aspects							
Detailed provisions given on the method of valuation of payment			—			—	
Permitting correction of previous payment certificates	—		—	—	—		
Declaring interim payments not evidence of work being in compliance with the Contract		—	—				
Specifying the minimum amount before interim payment			—				—
Payment certificate can certify re-payment from the Contractor to the Client	—					—	
Contractor entitled to suspend work due to continued late payment, after serving 14 days notice 14 days after the payment due date				—			
Proof of payments to workers and sub-contractors							
Requiring proof of payments to workers and sub-contractors, permitting withholding the unproven portion before certifying payments, and permitting paying direct to them before final payment to the Contractor	—						
Requiring proof of payment to Nominated Sub-Contractors and Suppliers, and permitting paying direct to them			—				
Subject to the Building and Construction Industry Security of Payment Act and Regulations						—	

Honouring Payments

The standard forms have different time frames for honouring payments and these time frames may be related to the dates of payment application, payment certification or tax invoices (Table 7). The time frame for honouring payment is obviously the Contractor's greatest concern for cash flow, and it varies from 5 days after certificate (Canada) to 35 days after tax invoice (Singapore) as shown in Table 7. Different interest rates on late payments are also stipulated as follows:



Australia	Canada	Hong Kong	Malaysia	New Zealand	Singapore	Sri Lanka
28 days after progress claim or 14 days after certificate, whichever earlier	5 days after certificate	14 days after certificate	21 days after certificate	5 days after payment schedule	35 days after tax invoice if the Contractor is a taxable person or 21 days after payment claim is served	14 days after Interim Certificates, 56 days after Final Payment Certificate
18% per annum	A certain % above bank rate of the Bank of Canada for short term advances	1% below judgment debt rate of the High Court	A simple interest rate	1-1/4 x average Monthly interest rate for overdraft facilities, and compounded monthly	Interest on under-certification or underpayment to be awarded by an arbitrator or the Courts	1% over the lending rate of the Central Bank to Commercial Banks, and compounded monthly

Documentary Basis for Tendering

The “Priced Documents” showing a build-up of the Contract Sum are:

Australia	Canada	Hong Kong	Malaysia	New Zealand	Singapore	Sri Lanka
Approximate Schedule of Rates	Schedule of Rates		Schedule of Rates	Schedule of Prices	Schedule of Rates	
Approximate Bill of Quantities		Accurate Bills of Quantities	Accurate Bill of Quantities		Bill of Quantities not forming part of the Contract and serving as a Schedule of Rates only	Provisional Bill of Quantities

Either Schedule of Rates / Values / Prices or Bills of Quantities are used.

Where Schedule of Rates / Values / Prices is used, it is generally prepared by the Contractor based on the Specification and Drawings provided to them for tendering. Any inaccuracy in the Schedule reflecting the Specification and Drawings is at the Contractor’s risks and does not affect the Contract Sum. The Specification and Drawings take precedence over the Schedule.

Where Bills of Quantities are used, they are provided to the Contractor for tendering. Any inaccuracy in the Bills reflecting the Specification and Drawings or true intent in

accordance with the specified Method of Measurement is at the Client’s risks and is to be corrected with adjustment to the Contract Sum.

However, the Australian form declares that the quantities in the Bill of Quantities (and the Schedule of Rates as well) are estimates only. Any inaccuracy in their reflecting the true intent is to be corrected with adjustment to the Contract Sum except when the error in an item is less than A\$400. This virtually means that the Bill (or Schedule) is provisional subject to remeasurement.

The Bill of Quantities under the Sri Lanka form is also subject to remeasurement.

Only the Bills of Quantities under the Hong Kong and Malaysian forms are supposed to be accurate and not subject to remeasurement. They form part of the Contract. They take precedence over the Specification and Drawings when interpreting the coverage of the Contract Sum. The burden on the Quantity Surveyor to make them accurate is much higher.

Computation of the Final Contract Sum and extended Contract Period

The Original Contract Sum (whether it be the lump sum in a lump sum contract or the provisional total in a measure and value contract) and the Original Contract Period can be subject to various kinds of adjustments permitted under the Contract. The types of monetary and time adjustments stipulated in the standard forms can be categorised as in Table 9.

Original Contract Sum + Original Contract Period
Adjust for the effects of instructed variations and regular changes
Adjust provisional items for their actual authorized expenditure
Adjust for the effects of non-contentious items within the contemplation of both parties
Adjust for the effects of events within the control of the Client
Adjust for the effects of events outside the control of the Client
Deduct for recovery by the Client as a Debt

Valuation for Quantity and Quality

Valuation of variations and remeasured provisional quantities is generally based on the Contract Rates as contained

in the Priced Documents, pro-rata as necessary, so far as appropriate, otherwise, fair rates or daywork rates are to be used. The Australian form does not provide for valuation by daywork which was provided for in its previous 1992 version. Generally, rates for pricing addition or omission variations have their profit and overheads attached, but the Australian and Canadian forms have special stipulation regarding profit and overheads when omitting work (Table 10):

Table 10 - Profit and Overheads when Reducing Work	AU	CA	HK	MY	NZ	SG	LK
Overheads not deducted (the previous 1992 version permits deduction of overheads)	—						
Profit and overheads not decreased		—					

Apart from the cost effect of the adjustment of the quantities, the standard forms permit adjustments of the Contract Rates (\$) for inaccuracies in the original quantities in the following cases (Table 11):

Table 11 - Adjustment of Rates for Provisional Quantities	AU	CA	HK	MY	NZ	SG	LK
A new rate to be applied to the difference between the original quantity in the Schedule of Rates and the final actual quantity beyond the stipulated limits of accuracy	\$						
A new rate to be applied when any error in the Bills of Quantities render the Contract Rate no longer fair			\$				
If the final quantity of an item in a measure and value contract differs from the original quantity to such an extent as to make the scheduled price for that or any other item unreasonable then the change in quantity shall be treated as if it was a Variation					\$		
Where an item of work has clearly been omitted by error from the Schedule of Prices for a measure and value contract, as where other items of a similar kind have been included, the work omitted shall be treated as if it was a Variation					\$		
Contract Rate, in a measure and value contract, to be varied if its final quantity is more than the original quantity by 25% and the cost effect is more than 1% of the Initial Contract Price							\$

Extension of Time and Compensation for Delay and Disruptions

All except the Canadian form present the extension of time events in a dedicated list. The Canadian form provides for the extension of time in the clauses describing the delaying events (Table 12).

Table 12 - Extension of Time provisions	AU	CA	HK	MY	NZ	SG	LK
One "Qualifying Cause" subject only to exceptions stated in the Annexure	—						
Provisions dispersed over the Conditions, without a dedicated list		—					
A list of 22 items of "Listed Events"			—				
A list of 17 items of events				—			
A list of 6 items of events, plus quite a number of events which are to be treated as if it was a Variation					—		
A list of 17 items of events						—	
A list of 5 items of events, plus quite a number of extension of time clauses elsewhere							—

The single "Qualifying Cause" under the Australian form reads: "Any act, default or omission of the Superintendent, the Principal or its consultants, agents or other contractors (not being employed by the Contractor) other than a breach or omission by the Contractor, industrial conditions or inclement weather occurring after the Date for Practical Completion, and those stated in the Annexure to the Conditions." This is very encompassing as compared to "negligent act" or "act of prevention" as used by others.

For monetary compensation for the delay and disruption costs, only the Hong Kong and Malaysian forms give a dedicated list of compensable events. The other forms provide for the monetary compensation in the clauses describing the delaying events. The delaying event may have work-related costs as well as delay-related costs. The Hong Kong and Malaysian forms using a dedicated list intend to value the delay-related costs only as distinct from the work-related costs. Without a dedicated list, the work-related costs and delay-related costs are not necessarily distinguished in the clauses describing the delaying event. Presumably, both cost effects should be included without distinction (Table 13).

Table 13 - Delay-Cost Compensation Provisions	AU	CA	HK	MY	NZ	SG	LK
Also one "Compensable Cause" which is the same as the "Qualifying Cause", plus those stated in the Annexure	—						
Provisions dispersed over the Conditions, without a dedicated list		—			—	—	—
A list of 12 items of "Qualifying Events"			—				
A list of 10 items of events				—			
Valued as loss and/or expense, not expressly exclusive of profit			—	—			
Valued at Costs, with profit allowed in individual cases					—	—	
Valued as a variation							—



Provisos

It is usual to state as a general rule or in the specific relevant clause that the extra cost or time compensation to the Contractor is subject to:

- (a) The extra is not one that the Contractor is required to bear under other provisions in the Contract;
- (b) The extra was not incurred due to the Contractor's breach of contract or other default;
- (c) The extra is not one that the Contractor should reasonably have foreseen at the time of tendering.

It is assumed that these provisos are applicable to all entitlement clauses and therefore are not repeated below when referring to the specific entitlement clauses. It should also be noted that different standard forms use different combination of different words to express the same core meaning. These subtle differences may result in different interpretation upon detailed analysis. However, due to the limitation of the length of this paper, these clauses may be simplified to reflect the core meanings here with loss of the subtle differences.

Variations and Changes

All the standard forms have definitions for "variations" (or "Changes" in the Canadian form). Most of them relates to the physical form of the Works. Some of them relates to method of working, postponement and advancement. The scope can be summarized as follows (Table 14):

Table 14 - Variations and Changes	AU	CA	HK	MY	NZ	SG	LK
Physical form							
Increase, decrease, add or omit work	—	—	—	—	—	—	—
Change type, standard, character, quality or nature of materials or work	—	—	—	—	—	—	—
Change levels, lines, positions, elevations, layout or dimensions	—			—	—	—	—
Demolish or remove materials or work not defective and no longer required	—		—	—	—		—
Change Employer's Requirements for Contractor's Design				—			
Method of working							
Impose or change obligation or restriction regarding access, working space, working hours, sequence of work			—				
Impose change in the Contractor's Temporary Work and/or method of working and/or Construction Plant				—			
Impose a change to the sequence of work					—		
Impose change in the Contractor's temporary Works or methods of working						—	
Impose a change to the sequence or timing of work							—

Table 14 - Variations and Changes (cont'd)	AU	CA	HK	MY	NZ	SG	LK
Postponement and advancement							
Postpone any part of the Works				—	—		
Advance the completion date of any part of the Works				—			
Note: Variation not permitted after Practical Completion / Taking-Over except in relation to defects	—						—

Adjustment of Provisional Items

"Provisional items" in this context means Prime Cost Sums, Provisional Sums and provisional quantities. While "Prime Cost Sum" is meant for work by Nominated Sub-Contractors, and "Contingency Sum" or "Contingency Allowance" is meant for unforeseen extras in some standard forms, "Provisional Sum" and "Cash Allowances" are meant to include Prime Cost Sums, Contingency Sums or Contingency Allowance in other standard forms (Table 15):

Table 15 - Provisional Sums	AU	CA	HK	MY	NZ	SG	LK
Provisional Sum	—	—	—	—	—	—	—
Cash Allowance		—					
Contingency Sum	—				—	—	
Contingency Allowance		—					
Prime Cost Sum			—	—	—	—	

None of the standard forms mention "prime cost rate". All except the Australian and Canadian forms have Nominated Sub-Contractors and Suppliers, and related Profit and Attendance Charges or Expense or Overheads charged by the Contractor (Table 16):

Table 16 - Nominated Sub-Contractors and Suppliers, Profit and Attendance	AU	CA	HK	MY	NZ	SG	LK
Nominated Sub-Contractors and Suppliers			—	—	—	—	—
Profit and attendance			—	—		—	
Expense and profit					—		
Overhead charges and profit							—

The previous 1992 version of the Australian form did have Nominated Sub-Contractors. The Singapore form also has Designated Sub-Contractors and Suppliers, whose significant difference from Nominated Sub-Contractors and Suppliers are that their identities are known at the time of tendering, otherwise the cost accounting principle is the same. Work covered by Provisional Sums and carried out by the Contractor himself is valued in the same manner

as valuing variations. Allowance for profit and overheads is permitted. The adjustments to the Contract Sum are (Table 17):

Table 17 - Adjustment of Contract Sum for Provisional Items	
Omit Provisional Sums, Cash Allowances, Prime Cost Sum, Contingency Sum or Contingency Allowance	
Add expenditure of Prime Cost Sums or Provisional Sums in work carried out by Nominated Sub-Contractors or Nominated Suppliers	
Adjust Profit and Attendance on Nominated Sub-Contractors and Suppliers	
Add Expenditure of Provisional Sums or Cash Allowances in work carried out by the Contractor himself	
Omit Provisional or Remeasurable Quantities	
Add final value of remeasured Provisional or Remeasurable Quantities	

Time Effects of Variations and Provisional Items

The standard forms provide for extension of time (T) if the scope of work actually carried out for Provisional Items increases sufficiently, with monetary compensation (\$) in some cases (Table 18):

Table 18 - Time Implication of Variations and Provisional Items		AU	CA	HK	MY	NZ	SG	LK
Variation causing delay				T	T	T	T	T
An increase in work under Prime Cost Sums, or Provisional Sums, Quantities or Items of sufficient magnitude to cause delay	T			\$	\$	\$		
Work under Prime Cost or Provisional Sums constitutes a variation in kind or extent from the work described under the original Prime Cost or Provisional Sums							T	
Contract Period deemed not to take into account the work under Contingency Sum							T	
Substantial change in the quantity of an item of work included in the Contract								T

Non-contentious Adjustments within the Contemplation of Both Parties

The Contract Sums under the Canadian and New Zealand forms are exclusive of Value Added Tax or Goods and Services Tax which are to be added to the Final Contract Sum. The cost fluctuation clause is the default choice under the New Zealand form and is optional under the Hong Kong and Singapore forms. The Contract Sum may be increased or decreased. The Australian and New Zealand forms

provide for bonus for early completion. The Hong Kong form provides for payment for delay recovery measures. This indicates that in addition to compensation, incentive is also used in the contract to stimulate on-time completion (Table 19).

Table 19 - Adjustments within Contemplation		AU	CA	HK	MY	NZ	SG	LK
Value Added Tax								
Payment for Value Added Tax (Canada) or Goods and Services Tax (New Zealand)			\$			\$		
Cost Fluctuations								
Fluctuation Clause applies as default						—		
Fluctuation Clause optional				—			—	
Increases or decreases in the costs of labour and materials			\$		\$			
Increases or decreases in the Cost to the Contractor of performing the contract due to the making of any statute, regulation or bylaw, or the imposition by Government or by a local authority of any royalty, fee or toll after the date of closing of tenders							\$	
Increases or decreases due to any rise or fall during the currency of the Contract in the quoted prices of steel bar reinforcement and cement								\$
Bonus and Incentives								
Bonus for early completion		\$				\$		
Payment for delay recovery measures				\$				
Payment for cost of preparing delay recovery proposal eventually not adopted			\$					

Adjustments for Events within the Control of the Client

The standard forms provide for extension of time (T) and monetary compensation (\$) for the following events which are caused by the Client and people for whom he is responsible and which result in extra time or costs to the Contractor. In the following tables, no distinction has been made between work-related cost and delay-related cost. "\$" followed by "T" means that additional work has been incurred with extension of time required which may have delay-related cost compensation as well. "T" followed by "\$" means that the event is a delaying event with extension of time and delay-related cost compensation. All the events here may arguably fall within the encompassing definition of "Qualifying Cause" under the Australian form though they have not been marked with a "T" here. "his people" means people for whom he is responsible (Table 20).



Table 20 - Events within the Control of the Client	AU	CA	HK	MY	NZ	SG	LK
Errors in information to Contractor							
Executing work to comply with instructions to resolve ambiguity, discrepancies, divergence or error	\$	\$	\$ T	\$ T	\$ T	\$ T	
Delay caused by late information or instructions necessary for the carrying of the Works, obliged to be provided to the Contractor, and requested for by the Contractor			T \$	T \$		T \$	T \$
Rectification of errors in setting out due to errors in data, survey marks, information, reference points, lines, levels and dimensions provided by the Contract Administrator	\$			\$ T	\$	\$ T	\$ T
Possession and commencement							
Failure of the Client in obtaining any planning, zoning or other similar permission required for the Works to proceed and making any capital contribution and security deposit to any such public authority or public service company for the permanent connection to their systems				T \$			
Failure of the Client to give possession of the whole or a part of the Site			T \$	T \$		T \$	T \$
The Client subsequently depriving the Contractor of the whole or a part of the Site			T \$				
Instructed postponement of the Date for Possession of the Site or part of the Site				T \$			
Instructed postponement of the Commencement Date of the whole or a part of the Works			T \$				
Suspension							
Instructed postponement or suspension of the whole or a part of the Works			T \$	T \$	\$	T \$	T \$
Suspension or reduction of the rate of progress of the Works due to non-payment by the Client				T \$			
Suspension due to the Contract Administrator's failure to issue any certificate at the date required by the Contract, or failure to make a statement in writing the basis of his certificate within the period stipulated						T \$	
Suspension in accordance with the Security of Payment Act						T \$	
Note: Suspended part of the Works may be deemed deleted at the discretion of the Contractor if the Client does not grant permission to continue within one Month (New Zealand) or 28 days (Sri Lanka) of receipt of the request made more than three Months (New Zealand) or 84 days (Sri Lanka) after the suspension as instructed by the Contract Administrator					—		—
Early occupancy							
Early occupancy or use by the Client of any portion of the Works, which is not provided for in the Contract					\$	\$	\$
Use or occupation of any part of the work under the Contract by the Client and his people (an excepted risk)	\$				T		T \$
Testing and Inspection							
Extra testing and inspection done as instructed over the Contract requirements unless (a) the item was covered up without due notice for inspection or (b) they are required due to a Contractor's default or (c) the results find defects	\$		\$ T	\$ T	\$	\$ T	\$ T
Re-test due to previous failure to be at the Contractor's expense			—	—		—	
Searching as directed for defects unless the defect is one which the Contractor is liable to rectify					\$		\$
Testing or inspection delayed due to the Client or his people's fault					T \$		T \$
Co-ordination with Other Contractors							
Variation required as a result of the co-ordination and connection of the work of other contractors or Client's own forces with the Works		\$					
Cutting or remedial work by the Contractor necessitated by ill-timed work by the Client or his people		\$					
Affording access, permission, and facilities for other contractors to carry out activity which is not otherwise provided for in the Contract			\$		T \$		\$
Delay caused by acts or omissions of other persons or contractors employed by the Client in executing work not forming part of the Contract			T \$	T \$		T	
Co-ordination with Sub-Contractors and Suppliers							
Delay caused by a sub-contractor or supplier nominated by the Contract Administrator despite the Contractor's valid objection due to the same grounds for objection			T \$				



Table 20 - Events within the Control of the Client (cont'd)	AU	CA	HK	MY	NZ	SG	LK
A change is required by the Owner of a proposed Subcontractor or Supplier whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work		\$ T					
Delay caused by the nomination of a replacement Nominated Sub-Contractor or Supplier including any prolongation of the period of the relevant sub-contract or the time for the supply and delivery of materials and goods			T				
Delay caused by a delay on the part of a Nominated Sub-Contractor or Supplier in respect of an event for which the Nominated Sub-Contractor or Supplier is entitled to an extension of time under the sub-contract or supply contract			T				
Delays on the part of Nominated Sub-Contractors or for the same reasons as set out in other extension of time sub-clauses				T			
A Nominated Subcontractor fails without reasonable grounds to enter into a subcontract with the Contractor within 10 Working Days of a written request to do so, or repudiates its subcontract or makes default such that the Contractor is entitled to treat the subcontract as at an end					\$ T		
Loss or Damage to the Works							
Loss or damage to the Works caused by any negligent act or omission of the Client and his people (an excepted risk)	\$						
Damage to the Works or the Client's property and property adjacent to the Place of the Works as a result of errors in the Contract Documents or acts or omissions by the Client or his people		\$ T					
Loss or damage to the Works caused by a cause due to any neglect or default of the Client or his people (an excepted risk)			T				
Loss or damage to the Works caused by any act or omission of the Client and his people (an excepted risk)					T		
Damage caused by any act or neglect of the Client or his people						T	
Damage caused by the Contract Administrator's instruction to impose change in the Contractor's temporary works or methods of working						T	
Reinstatement of survey marks disturbed by the Client or his people	\$						
Default in Client Insuring							
The Contractor maintaining insurances which the Employer is obliged but fails to maintain	\$		\$				
Default in Client's Supply							
Failure of the Client to supply or supply on time materials, goods, plant or equipment that he agreed to provide for the Works			T \$				
Late supply of any Materials, services or work required to be provided by the Client						T \$	
Defaults of Client and his People							
Variation carried out due to negligence or omission or default on the part of the Contract Administrator						\$	
Faults in the design of work under the Contract, other than design provided by the Contractor (an excepted risk)	\$		T		T		T \$
An compliance with an Architect's direction or instruction which is subsequently shown to have been given in circumstances where there was either no power to do so under the terms of the Contract, or no justification in fact for the exercise of a power						T \$	
Any act, default or omission of the Superintendent, the Principal or its consultants, agents or other contractors (not being employed by the Contractor) other than a breach or omission by the Contractor, industrial conditions or inclement weather occurring after the Date for Practical Completion, and those stated in the Annexure to the Conditions	T \$						
An action or omission of the Client or his people contrary to the provisions of the Contract Documents		T \$					
An act of prevention, a breach of contract or other default by the Client or his people			T \$				
Any act of prevention or breach of contract by the Client, or any matter in respect of which under the terms of the Contract the Client gives the Contractor an indemnity						T	
Any delay, impediment or prevention caused by or attributable to the Client or his people on the Site							T
The Contractor rightfully exercising his right to terminate the Contract	\$	\$	\$	\$	\$	\$	\$



Adjustments for Events outside the Control of the Client

The major events outside the control of both the Client and the Contractor are Statutory Requirements, unforeseen physical conditions and weather conditions.

The Original Contract Sum is generally inclusive of taxes, duties, statutory fees and charges with some scope for adjustments.

The New Zealand form treats the wider effects of new or changed Statutory Requirements upon the Contractor's cost under the Cost Fluctuations provisions.

Under the Hong Kong and Malaysian forms, the Contractor is to be reimbursed the amounts paid for royalties, license fee or other sum legally demandable for the use of intellectual property except for those designed or selected by the Contractor.

Risks of unforeseen physical conditions are put upon the Contractor under the Hong Kong, Malaysian and Singapore forms but the other forms let the Client take up the risks. The Australian form describes physical conditions as "latent conditions". The Australian, New Zealand and Sri Lanka forms accept artificial conditions as physical conditions but exclude weather conditions. The Canadian form is not that specific. This reflects the different practices in handling risks and uncertainties and the preferences for predictability of actions.

On the next list are events outside the control of the Client or the Contractor, herein called "the neutral events". Whether neutral events should all be put as the Contractor's risks would really depend on the individual choice but may be a reflection of local customs and practice. It is said that delays caused by neutral events should lead to extension of time only with no monetary compensation, but this may not always be the case as shown below:

Table 21 - Neutral Events	AU	CA	HK	MY	NZ	SG	LK
Statutory fees and charges							
Payment of royalties, license fees and the like except for those designed or selected by the Contractor			\$	\$			
Changes in the level of existing or introduction of new taxes, customs duties and other statutory fees	\$	\$			\$		
Changes in any fees, charges or other expenditure incurred by the Contractor as a result of any statutory obligations which may be specifically identified elsewhere in the Contract						\$	
Payment of statutory fees or charges unless they: (a) are fees or charges that the Contractor is liable to pay under the Statutory Requirements, and the liability was known prior to the date for submission of tenders and has not been increased; (b) are priced, or are required to be allowed for, in the Contract Bills; (c) are provided for by a Provisional Sum; or (d) arise out of a default, delay or failure by the Contractor or a sub-contractor to comply with the Statutory Requirements or the Contract			\$				
Working to Statutory Requirements							
Executing variation in order to comply with Statutory Requirements which differ from the Contract requirements	\$	\$		\$	\$	\$	\$
Delay caused by compliance with Statutory Requirements for which the Employer is responsible or which results in a variation				T			
Delay caused by compliance with statutory requirements in any part of the Works designed, specified or chosen by or on behalf of the Architect or Employer and not by the Contractor or any subcontractor						T	
Delay caused by a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affects the Contractor in the performance of obligations under the Contract							T
Delay by statutory undertaker or Government department							
Delay caused by a statutory undertaker or utility company carrying out their statutory obligations			T	T	\$		
Delay caused by unreasonable delay by a Government department in giving an approval or a consent which causes delay to the Works			T				
Emergency Work and Other Work without Prior Authority							
Variation carried out in emergency for safety			\$			\$	
Unforeseen Physical Conditions							
Encountering adverse physical (natural or man made but excluding weather conditions) beyond reasonable anticipation after due inspection	\$				\$		\$



Table 21 - Neutral Events (cont'd)	AU	CA	HK	MY	NZ	SG	LK
Encountering adverse physical conditions beyond reasonable anticipation after due inspection		\$ T					
Taking safety measures against toxic or hazardous substances or materials which should have been disposed of, stored or otherwise rendered harmless by the Owner		\$ T					
Physically locating the position of a utility or altering or protecting or offsetting or reinstating if the utility is not indicated or is not substantially in the position indicated in the Contract Documents					\$		
Industrial Actions							
Industrial actions affecting the Works - monetary compensation only if the delay results from actions by the Owner		T \$					
Industrial action in Malaysia affecting the Works				T \$			
Industrial actions affecting the Works					T		
Industrial action whether domestic or foreign affecting the Works						T	
Shortage of Labour and Materials							
Unforeseeable shortage of labour, goods or materials resulting from domestic or foreign government actions, embargoes or regulations						T	
Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions							T
Delay caused by Adverse Weather Conditions							
Exceptionally inclement weather / adverse weather conditions			T	T	T	T	T
Loss or Damage to the Works caused by							
Fire - monetary compensation only if the delay results from actions by the Owner		T \$					
Fire, lightning, explosion, storm, tropical cyclone, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped from them			T				
Fire, storm, lightning, high winds, earthquake or aircraft or aerial objects						T	
Any one or more of the risks covered by the insurance policies in respect of the Works				T			
Unusual delay by common carriers or unavoidable casualties - monetary compensation only if the delay results from actions by the Owner		T \$					
Loss or damage to the Contract Works or Materials					T		
Flood, volcanic or seismic events					T		
Riot, civil commotion, war, hostilities and similar military matters (an excepted risk)	\$		T	T \$	T		T
Ionising radiations or contamination by radioactivity and similar matters (an excepted risk)	\$		T	T \$	T		T
Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds (an excepted risk)			T	T \$	T		T
Any such operation of the forces of nature as an experienced contractor could not foresee or reasonably make provision for (an excepted risk)					T		T
Any risk specifically excepted elsewhere in the Contract	\$						
War Damage							
Protection, removal and disposal of debris or damaged work caused by war damage, reinstatement and making good of war damage						\$ T	
Discovery of Antiquity							
Taking protective measures upon discovery of objects of antiquity	\$		\$ T	\$ T	\$	\$	\$ T
Other Delaying Events							
Events caused beyond the Contractor's control - monetary compensation only if the delay results from actions by the Owner		T \$					
Force majeure			T	T		T	
Catch All Clauses							
Extension of time for delay caused by a special circumstance considered by the Contract Administrator as sufficient grounds to fairly entitle the Contractor to an extension of time			T				
Any circumstances not reasonably foreseeable by an experienced contractor at the time of tendering and not due to the fault of the Contractor					T		



Recovery by the Client as a Debt

The standard forms provide for the recovery of additional loss and expense incurred by the Client on default of the Contractor from the Contractor as moneys due or as a debt (i.e. not necessarily as deductions from the Contract Price) in the following events:

Table 22 - Recovery by the Client as a Debt	AU	CA	HK	MY	NZ	SG	LK
Engagement of Others							
Engagement by the Client of other persons to carry out instructions not performed by the Contractor			\$	\$		\$	\$
Engagement by the Client of other persons to carry out cleaning and tidying up	\$						
Engagement by the Client of others to perform obligations to (a) take measures necessary to protect people and property; (b) avoid unnecessary interference with the passage of people and vehicles; (c) prevent nuisance and unreasonable noise and disturbance; and (d) rectify damage to property and pay any compensation which the law requires the Contractor to pay, on default of the Contractor to do so	\$						
Emergency							
Urgent or emergency action by the Client for safety work which the Contractor is liable but fails to do	\$			\$	\$		\$
Insurances							
The Client maintaining insurances which the Contractor is obliged but fails to maintain	\$	\$	\$	\$	\$	\$	\$
Payment to Workers and Sub-Contractors							
The Client paying the amount of court order to pay worker or subcontractor which the Contractor fails to pay	\$						
Defects							
Extra costs incurred by the Client and his people to attend to additional testing and inspection due to the Contractor's fault or failure				\$	\$		\$
Accepting errors and defects instead of rectifying with cost reduction	\$	\$	\$	\$	\$	\$	
Loss in value to the Client to be considered for cost reduction				—		—	
Saving in cost to the Contractor to be considered for cost reduction				—		—	
Whichever is the greater of the last two						—	
Difference in value of work considered for cost reduction			—		—		
Instructing variation instead of making good						\$	
The Client having carried out remedial work which the Contractor is liable to carry out	\$			\$	\$		\$
The Client incurring cost of making available permanent utilities to the Contractor for the purpose of Test on Completion				\$			
The Client accepting the Contractor's failure in repeated Test on Completion - Cost reduction to cover the reduced value to the Employer							\$
Contractor's Other Defaults							
The Contractor removing any Equipment, materials or goods for which payment has been made by the Client from the place of manufacture, assembly or storage to another destination other than the Site or the Contractor failing to deliver any Equipment, materials or goods for which payment has been made by the Client to the Site as and when directed by the Contract Administrator without reasonable cause or have an intent to deceive or defraud the Client				\$			
The Client becoming entitled to recover liquidated damages	\$		\$	\$	\$	\$	\$
The Client becoming entitled to recover such loss, expense, costs or damages at law, in the event that the Client for whatever reason shall not be entitled at Law to recover Liquidated Damages				\$			
Note: The Canadian form has no stipulation for damages for delay		—					
Completing by the Client of work taken out of the hands of the Contractor	\$						
The Client rightfully exercising his right to terminate the Contract	\$	\$	\$	\$	\$	\$	\$

Conclusion

This study paper shows above that the terminology, the risk sharing regime and the payment practice can be very different between different localities. Some of the standard forms are short and simple and some are lengthy with clauses containing qualifying words like “subject to”, “provided that”, “as stated in clause”, “for the avoidance of doubt”, etc. Care has been exercised to interpret the over-simplified provisions for a complete meaning and the complicated provisions for condensed meaning to present the findings above. Due to the bulk of the documents involved in this study, we may have findings or views different from those of the frequent users, but if the readers are intrigued to search for and understand the correct interpretation, we consider that the purpose of this paper “to understand each other” has been served.

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Joint One Day Seminar on Contract Management

Joseph Chong

Vice-chairman of YSG

Deputy Chairman of Joint Seminar Organizing Committee

A joint one-day seminar, organized the second time by the Young Surveyors Group with 5 other young professional groups of CIArb, CIBSE, ICE, Law Society and HKIE, was successfully held on 12 Jan 2008 at the Hong Kong Polytechnic University. We have received 400 applications in total but we could only accept 180 applicants at the end. Attendees including surveyors, engineers and lawyers attended the seminar which covered a wide range of topics such as:

Dispute Avoidance and Dispute Resolution by Glenn Haley;
Current issues on Delay and EOTs by Gilbert Kwok, Yeung Man Sing and Bernard Wu;
“Pay when Paid” Clause by K K Cheung;
PPP and Construction by Dr Arthur McInnis;
NEC Contracts Experience - Airports in India by Gerry Tucker

Among all the speakers, 4 of them are Fellow Members of our Institute. The seminar provides a good chance for us to demon-

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I would like to take this opportunity to thank my colleagues from YSG in the Organizing Committee, including Kathy Cheung, KK Yung, CW Tang, Katherine Wong and Joanmi Li for their hard work in preparing everything and ensure smooth running of the seminar.



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