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NOTE TO USERS

This Handbook provides essential information for those interested in taking the Estate Agents Qualifying Examination or Salespersons Qualifying Examination. Candidates should study the contents with care.

Estate Agents Authority

July 2017

LICENSING REQUIREMENTS AND QUALIFYING EXAMINATIONS

1. The Licensing Regime

- 1.1 Since 1 January 1999, anyone carrying on estate agency work in Hong Kong must hold a valid licence, namely:
- (a) an estate agent's licence (individual) – the holder may perform estate agency work in the capacity of a sole proprietor or a partner of, or a director of a company engaging in an estate agency business, or a salesperson of another licensed estate agent; or
 - (b) a salesperson's licence – the holder may only perform estate agency work as a salesperson of a licensed estate agent.
- 1.2 The requirements for the grant of an estate agent's licence (individual) and a salesperson's licence are specified in the Estate Agents Ordinance (Cap. 511) and Estate Agents (Licensing) Regulation. Essentially, an applicant must:
- have completed a Form 5 educational level or its equivalent;
 - have attained the age of 18 years at the date of application;
 - have passed the relevant qualifying examination in the 12 months immediately prior to the application; and
 - be considered a fit and proper person to hold a licence.
- 1.3 Please refer to the aforementioned legislation or browse the Estate Agents Authority ("EAA") website (www.eaa.org.hk) for details. If you have any question about licensing requirements, call the EAA Enquiry Hotline at 2111 2777.

2. Introduction to the Examinations

- 2.1 There are two different Qualifying Examinations:
- (a) the Estate Agents Qualifying Examination (EAQE)
 - (b) the Salespersons Qualifying Examination (SQE)
- 2.2 A candidate who passes the EAQE may apply for either an estate agent's licence (individual) or a salesperson's licence. A candidate who passes the SQE may apply for a salesperson's licence only. Successful candidates must submit their licence applications within **12 months** of the date of issuance of the result slips; otherwise, results will be invalid for licensing purposes.
- 2.3 The EAA has authorised the Hong Kong Examinations and Assessment Authority ("HKEAA") to administer the Qualifying Examinations. All the examinations use paper-based formats.
- 2.4 The EAQE and the SQE are held four times and six times respectively a year and deadlines to register for the examinations and the examination dates may be found on

PREPARATION

3. Syllabi

- 3.1 The examination syllabi are set out in Appendix 1 for the EAQE and Appendix 2 for the SQE of this Examination Handbook.
- 3.2 To familiarise yourself with the requirements and the types of questions of the EAQE and SQE, you may review the Sample Questions (in addition to those provided herein) for the qualifying examinations posted on the EAA website.

The EAA does not publish any study materials or organise any preparatory courses for the qualifying examinations. Some educational and training institutions, and some estate agencies, may offer various types of preparatory courses for the qualifying examinations. Anyone considering enrolling into these courses should note that the EAA does not give accreditation to any such courses nor to the providers of these courses. No representation whatsoever is therefore given by the EAA as to the quality of the courses or their providers, or as to whether the courses would enable a candidate to pass the relevant examination. Individuals should exercise due care when considering enrolling into these courses.

4. Format

- 4.1 Multiple-choice questions are used for both the EAQE and SQE. Candidates are required to specify their choice of language (i.e. English or Chinese) in the Entry Form.
- 4.2 As from the October 2017 qualifying examination, different versions of question books containing questions of the same contents but in a different order will be used in each qualifying examination.
- 4.3 The differences in format between the EAQE and SQE are highlighted below:

	EAQE	SQE
Number of questions	50 questions: Part I : 30 stand-alone questions Part II : 20 questions based on one or two case studies	50 questions: Part I : 40 stand-alone questions Part II : 10 questions based on one or two case studies
Examination time	3 hours	2 hours 30 minutes

- 4.4 To pass an EAQE or SQE, candidates must pass both Part I and Part II. The pass mark is 60%¹.

Candidates of the EAQE must score at least 36 marks in Part I and 24 in Part II respectively in order to pass the EAQE; candidates of the SQE must score at least 48 marks in Part I and 12 in Part II respectively in order to pass the SQE.

If mark penalty is imposed upon a candidate who contravenes the examination regulation, mark(s) will be deducted from his/her total score in the examination. Hence, in order to pass the examination, such candidate must pass both Part I and Part II of the examination and also obtain a pass mark (i.e. 60%) in the overall result after deduction of mark(s).

- 4.5 Sample documents are appended for reference as follows:

- **Appendix 3** : Sample questions and answers
- **Appendix 4** : Samples of question book front covers and answer sheet.

5. Restrictions on Registration for Examinations

- 5.1 Applicable as from the registration of the October 2017 qualifying examination, the following persons are not allowed to register or sit for the respective qualifying examinations:

EAQE		SQE	
(i)	A person who has passed an EAQE within the last 12 months from the date of registration and/or the date of the examination	(i)	A person who has passed an EAQE and/or SQE within the last 12 months from the date of registration and/or the date of the examination
(ii)	A person who is the holder of a valid estate agent's licence (individual) on the date of registration and/or the date of the examination	(ii)	A person who is the holder of a valid estate agent's licence (individual) and/or a salesperson's licence on the date of registration and/or the date of the examination
(iii)	A person who was the holder of an estate agent's licence (individual) which had not expired for 24 months or more on the date of registration and/or the date of the examination	(iii)	A person who was the holder of an estate agent's licence (individual) or a salesperson's licence which had not expired for 24 months or more on the date of registration and/or the date of the examination

¹ Please note that the above pass mark of 60% is subject to review by the EAA from time to time. Any change to the pass mark will be announced on the EAA website. Candidates should consult the EAA website for the latest information.

- 5.2 Even if such persons have registered or sat for the respective qualifying examinations, they will be disqualified, and any fees paid will not be refunded. Neither the EAA nor the HKEAA has any obligation to verify and/or inform registrants whether they belong to the above categories. Hence, registrants must ensure that they do not belong to any of the aforesaid categories before registration.

REGISTRATION

6. Entry Form and Essential Documents

6.1 Obtaining information

- 6.1.1 Detailed registration procedures are set out in “Application Procedure”, a document produced by the HKEAA. The document contains important guides and is attached to the Entry Form. Please read it carefully.
- 6.1.2 Entry Forms are usually available within two months before the date set for the examination. Please check the EAA’s website for the relevant announcement.
- 6.1.3 Entry Form and the documents attached including Application Procedure, Instructions to Candidates and Demand Note can be obtained by the following three methods:
- Obtain at the following places in person or by a representative:
 - (a) office of the EAA:
48/F, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong
 - (b) offices of the HKEAA:
 - (i) International and Professional Examinations Division, 3/F, 17 Tseuk Luk Street, San Po Kong, Kowloon, Hong Kong
 - (ii) Southorn Centre offices, 12th Floor, Southorn Centre, 130 Hennessy Road, Wanchai, Hong Kong
 - Send a stamped and self-addressed envelope to the San Po Kong Office of the HKEAA or the EAA. Please mark on the envelope “To obtain entry form for Estate Agents/Salespersons Qualifying Examination”.
 - Download at www.hkeaa.edu.hk/en/ipe/ea/index.html.
- 6.1.4 Estate agency trade associations and businesses, and education institutions wishing to obtain Entry Forms in bulk (over 50) may liaise directly with the HKEAA’s International and Professional Examinations Division. (Note: Unless otherwise specified, all subsequent references to the HKEAA refer to this division.)

6.2 Submitting the Entry Form

- 6.2.1 Entry Forms must be submitted to the HKEAA during the period specified in the form. For modes of submission, see **Appendix 5**.
- 6.2.2 Before registration, you should consider carefully which type of licence you need to apply for and thus the type of Qualifying Examination to sit.
- 6.2.3 You are advised to consider whether you have or will have met the above requirements before you register for the relevant examination. For details on licence application, please visit the EAA website (www.eaa.org.hk).

7. Fees and Payment

- 7.1 Fees paid are not refundable or transferable save in exceptional circumstances subject to the approval of the EAA. Please refer to the Application Procedure for payment methods.
- 7.2 The examination fees are:
- EAQE : \$700 (to be increased to \$800 with effect from 1 January 2018)
 - SQE : \$450 (to be increased to \$550 with effect from 1 January 2018)

8. Special Requests

- 8.1 The following (and no other) requests may be entertained on the conditions specified (subject to payment of an administration fee):

Nature of request	Time restrictions	Remarks
Changing the Language of the Question Book	Candidates may change the language of the Question Book before the deadline specified on the entry form. For details, contact the HKEAA	Subject to payment of an administration fee
Swapping to Another Qualifying Examination	Candidates may swap to a different Qualifying Examination held in the same month before the deadline specified on the entry form. For details, contact the HKEAA	Subject to payment of an administration fee

- 8.2 The amount of administration fee payable and the method of payment are specified in the Application Procedure.

9. Admission Form

- 9.1 Candidates must produce their Admission Form for entry to the examination centre. The date, time and venue of the examination are printed on it.

- 9.2 Admission Forms will be mailed to candidates about seven days before the examination date. Please notify the HKEAA of any change of correspondence address, **or if you have still not received your Admission Form five days before the examination date.**
- 9.3 The “Instructions to Candidates” (see **Appendix 6**) will be issued together with the Admission Form. The “Instructions to Candidates” stipulates candidates’ behaviour in examination centre and sanctions for non-compliance (such as deduction of marks or disqualification). The HKEAA and the EAA will strictly enforce the requirements in the “Instructions to Candidates”.
- 9.4 A candidate who has duly registered should contact the HKEAA if:
- (a) (s)he does not receive the Admission Form within the time period mentioned above;
 - (b) information in the Admission Form is inaccurate;
 - (c) (s)he has lost the Admission Form. An application for a replacement must be made in person.

EXAMINATION RESULT

10. Result Slip

- 10.1 Result Slips will be mailed out by the HKEAA to candidates 14 working days after the examination.
- 10.2 The EAA will post the examination result (of those candidates who have agreed to the posting of their examination result on-line) on its website (www.eaa.org.hk) 14 working days after the examination. A candidate can check his examination result on the website upon inputting his candidate number printed on his Admission Form and the first four digits of his Hong Kong Identity Card/Passport number. Candidates are reminded to keep their candidate number safely and not to disclose it to anyone. The examination result (namely, Pass with Commendation/Pass/Fail/Absent/Disqualified) and the marks obtained in Parts I and II of the examination paper will be shown on the EAA web-page. For candidates who received mark penalty for breach of examination regulation, their marks will only be shown on their Result Slips. No mark will be given for “Absent” and “Disqualified” candidates. All result posted on the EAA website are for reference only. They are subject to the result printed on the Result Slips sent to candidates by post. The result printed on the Result Slips is final and conclusive.
- 10.3 There is no result checking service by telephone/email.
- 10.4 **VERY IMPORTANT:** Acceptance of your registration for qualifying examination or passing of qualifying examination does not necessarily mean that you are eligible for a licence. Applicants for licence are required to provide documentary evidence to prove to the satisfaction of the EAA that they meet the following licensing requirements:

- having attained the age of 18 years at the date of application;
- having completed a Form Five educational level or its equivalent;
- having passed the relevant qualifying examination in the 12 months immediately prior to the application; and
- be considered a fit and proper person to hold a licence.

PERSONAL DATA

11. Purpose, Enquiries and Retention

- 11.1 Personal Data provided by candidates may be used by the HKEAA and/or the EAA for:
- (i) administering qualifying examinations and other directly related purposes including but not limited to the release of examination results whether via the electronic media, the EAA website, the newspaper media or otherwise. Candidates are required to supply the data which will be transferred to the HKEAA. If candidates do not provide all necessary data, it may affect the administration of the examinations, the processing and/or delivery of the examination results and/or the verification of identities of candidates;
 - (ii) issuing licences under the Estate Agents Ordinance Cap. 511;
 - (iii) conducting training or research; or
 - (iv) other lawful purposes directly related to the above.
- 11.2 The HKEAA may transfer personal data of candidates to the EAA, and vice versa, for the above purposes. All personal data will be handled in strict compliance with the Personal Data (Privacy) Ordinance (Cap. 486).
- 11.3 Generally, the EAA will retain candidates' personal data (including examination results) for two years from the date of the relevant Result Slip. Candidates should keep their result slip in safe custody. After expiry of the two-year period, data will either be destroyed or anonymised for statistical analysis purpose.
- 11.4 Personal data access and correction request should be addressed to the Data Protection Officer of the EAA.

Estate Agents Authority

July 2017

Appendix 1

ESTATE AGENTS QUALIFYING EXAMINATION SYLLABUS

Preamble

Which Part of the Syllabus	Knowledge expected
Part 1	To have a basic knowledge of the background of the real estate agency trade and the various factors affecting it
Part 2	To understand the requirements of the Estate Agents Ordinance (Cap. 511) (“EAO”) and Estate Agents Authority (“EAA”); and To be conversant with EAA’s prescribed practice for property sales and be able to deal with a wide range of cases
Part 3	To have a basic knowledge of the laws governing real estate agency work and how they relate to practice
Part 4	To be able to understand the essential elements of different property-related information systems and to conduct and supervise others to conduct prescribed property searches
Part 5	To be aware of the basic classification and terminology of buildings, and the laws and technical concepts related to buildings
Part 6	To be aware of the basic principles of property valuation to the extent that they can comprehend the essential elements of a valuation report
Part 7	To understand tenancy laws and how they relate to practice
Part 8	To be able to integrate such knowledge and understanding to devise an effective management system and develop standard work procedures to ensure an agency’s or a branch office’s compliance with various regulatory requirements

Levels of Expectation

The following are indications which may assist candidates to understand the depth of knowledge that candidates are expected to acquire in each section of the syllabus.

Level 1 – Awareness

Level 2 – Basic knowledge

Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

Level 4 – Understanding (i.e. able to relate to the context of the industry) plus ability to make use of the knowledge in practice

Part 1

Introduction to the real estate agency trade in Hong Kong

Estate Agents are expected to have a basic knowledge of the background of the trade and the various factors affecting it.

Which Section of the Syllabus	Level of Expectation
The whole of Part 1	Level 2 – Basic knowledge

- 1.1 Development of the real estate sector in Hong Kong: the different stages, and its relation to overall socio- economic development
- 1.2 Development of real estate practice in Hong Kong, including growth from individually-based to company-based operations and the development of large chain enterprises; the relationship between the real estate agency trade and other professions and sectors: government departments, legal, banking, developers, building and construction, property management
- 1.3 Housing and land policy
 - 1.3.1 Housing and land policy and other major factors (political, economic restructuring, immigration) affecting property prices and their fluctuation cycles
 - 1.3.2 Technical factors affecting property prices: interest rates, economic indices, seasonal variations, mortgage policy
- 1.4 Property market supply and demand annual statistics
- 1.5 The role and functions of real estate agents in the property market: promoter and distributor
- 1.6 Rationale behind the introduction of the EAO
- 1.7 Public expectations of the trade's professionalism
 - 1.7.1 Consumers' perspective of the trade in relation to their rights
 - 1.7.2 Professionalism in the context of real estate practice

Part 2

Estate Agents Ordinance and estate agency practice

Estate Agents are required to understand the requirements of the EAO and EAA, and to be conversant with EAA's prescribed practice for property sales. They are expected to be able to deal with a wide range of cases.

Which Section of the Syllabus	Level of Expectation
The whole of Part 2	Level 4 – Able to understand and to apply the knowledge to practical context of the industry

2.1 The trade's regulatory and statutory body

2.1.1 Principal functions and general powers of EAA

2.1.2 Organisational structure of EAA

2.1.2.1 Composition of EAA and its standing committees

2.1.2.2 Organisational structure of EAA

2.1.2.3 Role of the Chief Executive Officer ("CEO") in handling complaints and conducting investigations

2.1.2.4 Inquiries by the Disciplinary Committee

2.2 Compliance with EAA's licensing requirements

2.2.1 Obtaining a licence before practice

2.2.2 Licensing requirements

2.2.3 Particulars of business

2.3 Statutory duties of Estate Agents and the EAO

2.3.1 Definition of Estate Agent

2.3.2 Definition of Salesperson

2.3.3 The register

2.3.4 Registered address

2.3.5 Application for licence

2.3.6 Renewal of licence

2.3.7 Conditions attached to licence

2.3.8 Suspension or revocation of licence

2.3.9 Duties of Estate Agents

2.3.9.1 Information regarding properties and transactions

2.3.9.2 Accounts regulations

2.3.9.3 Effective control of offices

- 2.3.9.4 Prohibited employment
- 2.3.9.5 Notices of certain events (Section 40)
- 2.3.9.6 Directors' liability
- 2.3.9.7 Liability for moneys received
- 2.3.9.8 Advertising
- 2.3.10 Estate Agency Agreement
 - 2.3.10.1 Requirements for making agreements
 - 2.3.10.2 Contents of agreements
 - 2.3.10.3 Duty to supply unexecuted/executed agreement
- 2.3.11 Standard forms
 - 2.3.11.1 Estate Agency Agreement for vendor/landlord
 - 2.3.11.2 Estate Agency Agreement for purchaser/tenant
 - 2.3.11.3 Property Information Form/Leasing Information Form
 - 2.3.11.4 Vendor's Statement in the Property Information Form
 - 2.3.11.5 Statutory Notices
- 2.3.12 Investigation, Complaint and Discipline
 - 2.3.12.1 Exercise of disciplinary power
 - 2.3.12.2 Publication of decision
- 2.3.13 Appeal
 - 2.3.13.1 Categories of appeal
 - 2.3.13.2 Appeal panel and tribunals
 - 2.3.13.3 Appeal tribunal proceedings
- 2.3.14 Offences
 - 2.3.14.1 Offences by any person (Section 55(1))
 - 2.3.14.2 Offences by a licensee (Section 55(2))
 - 2.3.14.3 Penalties on Section 55 (1) offenders
 - 2.3.14.4 Penalties on Section 55 (2) offenders
- 2.3.15 Determination as regards commission
 - 2.3.15.1 Jurisdiction and procedures
 - 2.3.15.2 Appeals to District Court
 - 2.3.15.3 Determination registered as a judgment of the District Court
- 2.4 Code of Ethics
 - 2.4.1 Compliance with the law
 - 2.4.2 Good understanding of related legislation and requirements
 - 2.4.3 Professional knowledge and competence required
 - 2.4.4 Ethical and moral standards during practice and responsibilities towards clients
 - 2.4.5 Exercising due diligence
 - 2.4.6 Minimising any conflict-of-interest situations

2.4.7 Relationship between agents and ethical standards to be observed in conducting business

2.5 Practice Regulation

2.5.1 General duties of Estate Agents

2.5.2 Listing and seeking instructions

2.5.3 Use of Estate Agency Agreement

2.5.4 Advertising

2.5.5 Provision of property information and exercise of due diligence

2.5.6 Property inspection and viewing

2.5.7 Conduct of negotiations

2.5.8 Handling of clients' money and keeping of accounts and records

2.5.9 Preliminary agreement for sale and purchase

2.5.10 Commission

2.5.11 Post-transaction services

2.5.12 Effective control of offices

2.5.13 Compliance by partnership

2.6 Compliance with guidelines relevant to the trade

2.6.1 Practice Circulars issued by the EAA

Part 3

Laws governing estate agency practice and conveyancing procedures

Estate Agents are expected to have a basic knowledge of the law and how it relates to estate agency practice as well as conveyancing procedures, mortgages and taxation.

Which Section of the Syllabus	Level of Expectation
The whole of Part 3	Level 2 – Basic knowledge

3.1 Basic concept of common law

3.1.1 Definition of common law

3.1.2 System of judicial precedent

3.2 Basic concept of equity

3.3 Statute law

3.4 Principles of the law of agency

3.4.1 Mode of creation

3.4.1.1 Express

- 3.4.1.2 Implied
 - 3.4.1.3 Estoppel
 - 3.4.1.4 Ratification
- 3.4.2 Duties of agent
 - 3.4.2.1 Obey lawful instructions
 - 3.4.2.2 Due care and diligence
 - 3.4.2.3 Disclose material information
 - 3.4.2.4 Avoid conflict of interest
 - 3.4.2.5 Keep secret confidential information
 - 3.4.2.6 Not to delegate duties
 - 3.4.2.7 Not to make secret profit
 - 3.4.2.8 No misrepresentation
- 3.4.3 Termination of agency
 - 3.4.3.1 By mutual agreement
 - 3.4.3.2 Revocation by principal
 - 3.4.3.3 Renunciation by agent
 - 3.4.3.4 Supervening illegality
 - 3.4.3.5 Expiration
 - 3.4.3.6 Full fulfilment of terms
 - 3.4.3.7 Incapacity of principal or agent
 - 3.4.3.8 Destruction of subject matter
 - 3.4.3.9 Enemy status
- 3.5 Principles of the law of contract
 - 3.5.1 Definition of contract
 - 3.5.2 Formation of contract
 - 3.5.2.1 Offer
 - 3.5.2.2 Acceptance
 - 3.5.2.3 Consideration
 - 3.5.2.4 Intention to be legally binding
 - 3.5.3 Contract for real property
 - 3.5.3.1 General ingredients
 - 3.5.3.2 Special requirements in writing: parties, property, price, particular terms, signature
 - 3.5.4 Interpretation of contract
 - 3.5.5 Breach of contract and remedies
 - 3.5.5.1 Breach of contract
 - 3.5.5.2 Remedies: common law remedies, equitable remedies
 - 3.5.6 Misrepresentation
 - 3.5.6.1 Definition of misrepresentation

- 3.5.6.2 Remedies for misrepresentation
- 3.5.7 Breach of contractual duties by agents and liabilities
- 3.6 Negligence
 - 3.6.1 Definition of negligence
 - 3.6.2 Ingredients of negligence
 - 3.6.2.1 Duty of care
 - 3.6.2.2 Breach of duty
 - 3.6.2.3 Injury or damages
 - 3.6.3 Negligent statement
 - 3.6.3.1 Ingredients of negligent statement: negligent statement, reliance by plaintiff, defendant knows reliance, reliance is reasonable, plaintiff suffers injuries or damages
 - 3.6.3.2 Restriction on liability
 - 3.6.4 Breach of duty of care by agents and liabilities
- 3.7 Other Ordinances relating to estate agency practice
 - 3.7.1 Conveyancing and Property Ordinance (Cap. 219)
 - 3.7.1.1 Land contracts to be in writing (Section 3)
 - 3.7.1.2 Certain instruments to be in writing (Section 5)
 - 3.7.1.3 Creation of interest in land by parol (Section 6)
 - 3.7.2 Land Registration Ordinance (Cap. 128)
 - 3.7.2.1 Registrable instruments
 - 3.7.2.2 Priority of interests in land
 - 3.7.3 Housing Ordinance (Cap. 283)
 - 3.7.3.1 Sale of land by Housing Authority (Section 17A)
 - 3.7.3.2 Particular conditions of sale (Section 17AA)
 - 3.7.3.3 Void alienations (Section 17B)
 - 3.7.3.4 Unlawful alienations (Section 27A)
 - 3.7.3.5 Alienation restrictions (Schedule)
 - 3.7.4 Personal Data (Privacy) Ordinance (Cap. 486)
 - 3.7.4.1 Definition of personal data (Section 2)
 - 3.7.4.2 Data protection principles: purpose and manner of collection of personal data, accuracy and duration of retention of personal data, use of personal data, security of personal data, information to be generally available, access to personal data (Schedule 1)
 - 3.7.4.3 Direct marketing (Sections 35A to 35M)
 - 3.7.5 Unconscionable Contracts Ordinance (Cap. 458)
 - 3.7.5.1 Circumstances under which unconscionability may be found (Section 6)
 - 3.7.6 Prevention of Bribery Ordinance (Cap. 201)
 - 3.7.6.1 Bribery for giving assistance with regard to contract (Section 5)

- 3.7.6.2 Corrupt transactions with agents (Section 9)
- 3.7.7 Misrepresentation Ordinance (Cap. 284)
 - 3.7.7.1 Damages for misrepresentation (Section 3(1))
 - 3.7.7.2 Rescission of contract (Section 3(2))
 - 3.7.7.3 Reasonableness test (Section 3(1) of Control of Exemption Clauses Ordinance) (Cap. 71)
- 3.7.8 Residential Properties (First-hand Sales) Ordinance (Cap. 621)
 - 3.7.8.1 Saleable area (Section 8(1))
 - 3.7.8.2 Application (Section 10)
 - 3.7.8.3 Sales brochure (Sections 15, 16, 20(2), 22, 24(1), 24(5) and 25)
 - 3.7.8.4 Price list, general expression of intent and specific expression of intent etc. (Sections 29, 31, 32, 34, 35(1) and 35(3))
 - 3.7.8.5 Measurements to be taken in show flat (Section 42)
 - 3.7.8.6 Sales arrangements and other information (Sections 47 and 49)
 - 3.7.8.7 Preliminary agreement and agreement (Sections 52(1) and 53)
 - 3.7.8.8 Register of transactions (Sections 58, 60 and 61)
 - 3.7.8.9 Advertisement (Sections 70, 71, 73(7) and 74)
 - 3.7.8.10 Penalties for misrepresentation and dissemination of false or misleading information (Sections 75, 76 and 78)
 - 3.7.8.11 Electronic database on first-hand residential properties (Section 89)
- 3.8 Conveyancing practice and procedures: from preliminary agreement for sale and purchase to completion
- 3.9 Mortgages
 - 3.9.1 Different forms of mortgage
 - 3.9.2 Essential terms of mortgage and their common variations
 - 3.9.3 Floating and fixed-rate mortgages
 - 3.9.4 Application procedures and usual considerations in approving mortgages
- 3.10 The basics of property-related taxation
 - 3.10.1 Stamp duty
 - 3.10.2 Property tax
 - 3.10.3 Government rent
 - 3.10.4 Rates
 - 3.10.5 Profits tax

Part 4

Introduction to land registration, land search and property- related information systems

Estate Agents are expected to be able to understand the essential elements of the different systems, to conduct and to supervise others to conduct searches and to interpret the information for clients.

Which Section of the Syllabus	Level of Expectation
Part 4.1, 4.2 and 4.3	Level 4 – Able to understand and to apply the knowledge to practical context of the industry
Part 4.4 and 4.5	Level 2 – Basic knowledge

4.1 Technical terms and salient features of a land search:

- 4.1.1 Property particulars: lot number and address of the property, details of the government lease under which the lot is held (the annual government rent payable, the lease term, the commencement date of the term and whether the term is renewable or not) etc.
- 4.1.2 Owner's particulars: name of registered owner(s), types of ownership (sole owner, joint tenants/tenants in common, trustee etc.), assignment, deed of gift, letters of administration, probate etc.
- 4.1.3 Incumbrances: occupation permit, deed of mutual covenant ("DMC"), certificate of compliance, agreement for sale and purchase, nomination, order, mortgage or legal charge, release etc.
- 4.1.4 Other information: memorial number, date of instrument, date of registration, nature of instruments, parties involved, consideration, deed pending registration etc.

4.2 Land search

- 4.2.1 Historical versus current land search
- 4.2.2 Various methods of conducting land search: Integrated Registration Information System ("IRIS"), via third parties, government charges

4.3 How to analyse a search document

- 4.3.1 Most common complications spotted in a search: any subsisting encumbrances in a land search and their effect etc.
- 4.3.2 When a historical and current land search/company search/online search of the Rating and Valuation Department etc. is necessary and items to be checked
- 4.3.3 When to resort to legal consultation

4.4 Publicly available statistical information

- 4.4.1 Basic statistics related to the real estate trade: population, age, number of households, wage/earnings, expenditure on housing

4.4.2 Housing information

4.4.2.1 Land population, land domestic households, house size (Housing Department)

4.4.2.2 Government leases (Lands Department)

4.4.2.3 Housing supply and demand (Housing Department, Rating and Valuation Department): stock of permanent residential flats: private; public: Home Ownership Scheme, Private Sector Participation Scheme, Housing Society subsidised sale flat, Housing Authority rental flats, Housing Society rental flats; production of permanent residential flats: by nature and by location, future productions, redevelopment and clearance programme, total vacant private residential stock, housing demand projection; housing prices: prices of permanent residential flats

4.4.3 Transaction information (Land Registry)

4.4.3.1 Sale and purchase agreements for building units and land

4.4.3.2 Floor plan

4.4.3.3 Rental information

4.5 Access to other land/property information systems

4.5.1 Commercial property information providers

4.5.2 Internet: government department web pages, publicly available estate agency web pages

Part 5

Introduction to building-related knowledge, property classification and property management

Estate Agents are expected to be aware of the basic classification of and terminology for buildings and that different aspects of buildings are regulated by law. They are further expected to be aware of laws and technical concepts related to buildings.

Which Section of the Syllabus	Level of Expectation
The whole of Part 5	Level 1 – Awareness

5.1 Government Lease conditions

5.1.1 Particulars of the lot

5.1.2 General conditions

5.1.3 Special conditions

5.1.4 Special categories

- 5.2 Town Planning Ordinance (Cap. 131)
 - 5.2.1 Land use zoning
 - 5.2.2 Planning permission
- 5.3 Buildings Ordinance (Cap. 123)
 - 5.3.1 Definitions
 - 5.3.2 Parties involved and their duties
 - 5.3.3 Building standards and safety
 - 5.3.4 Terminology
- 5.4 Issues affecting existing buildings
 - 5.4.1 Essential information
 - 5.4.2 Alterations and additions
 - 5.4.3 Change in use
- 5.5 Issues affecting new sites or re-development
 - 5.5.1 Development potential
 - 5.5.2 Building works
- 5.6 Property management
 - 5.6.1 DMC
 - 5.6.2 Essential elements of property management
 - 5.6.3 Building Management Ordinance (Cap. 344)

Part 6

Principles and practice of property valuation

Estate Agents are expected to be aware of the basic principles of property valuation to the extent that they can comprehend all the elements of a valuation report and when a valuation exercise is required.

Which Section of the Syllabus	Level of Expectation
The whole of Part 6	Level 1 – Awareness

- 6.1 Definition of value
- 6.2 Demand for and supply of landed property
 - 6.2.1 Factors and mechanisms affecting supply
 - 6.2.2 Factors affecting demand
- 6.3 Different possible values of landed property
 - 6.3.1 Market value
 - 6.3.2 Forced sale value

- 6.3.3 Insurance value
- 6.4 Methods of valuation
 - 6.4.1 Direct comparison
 - 6.4.2 Investment approach
 - 6.4.3 Profits approach
 - 6.4.4 Replacement costs approach
- 6.5 Site valuation method
 - 6.5.1 Comparative method
 - 6.5.2 Residual method of valuation
 - 6.5.3 Discounted cash-flow method
- 6.6 Property market
 - 6.6.1 Market trends and indicators
 - 6.6.2 Method of sales
- 6.7 Valuation reports

Part 7

Leasing and tenancy matters

Estate Agents are expected to understand the laws (specifically the Landlord and Tenant (Consolidation) Ordinance (Cap. 7)) and how they relate to practice.

Which Section of the Syllabus	Level of Expectation
The whole of Part 7	Level 4 – Able to understand and to apply the knowledge to practical context of the industry

- 7.1 Types of tenancy
 - 7.1.1 Domestic
 - 7.1.2 Commercial
- 7.2 Stamp duty on tenancy agreement
- 7.3 Rights of tenant
 - 7.3.1 Exclusive possession
 - 7.3.2 Quiet enjoyment
- 7.4 Obligations of tenant
 - 7.4.1 Payment of rent
 - 7.4.2 Delivery of possession on termination of tenancy
- 7.5 Rights of landlord
 - 7.5.1 Receipt of rent

- 7.5.2 Re-possession on tenant's default or statutory grounds
- 7.6 Obligations of landlord
 - 7.6.1 Structural and exterior repairs
- 7.7 Determination of tenancy
 - 7.7.1 By effluxion of time
 - 7.7.2 By mutual agreement
 - 7.7.3 The break clause
 - 7.7.4 Other means
- 7.8 Tenancy renewal procedures
 - 7.8.1 Renewal by agreement
 - 7.8.2 Other means
- 7.9 CR forms
 - 7.9.1 CR 109

Part 8

Effective agency management and supervision of salespersons to ensure compliance

Estate Agents are expected to be able to integrate the knowledge and understanding described in earlier sections to devise an effective management system and develop standard work procedures to ensure an agency's or a branch office's compliance with various regulatory requirements.

Which Section of the Syllabus	Level of Expectation
The whole of Part 8	Level 4 – Able to understand and to apply the knowledge to practical context of the industry

- 8.1 Vicarious liability
 - 8.1.1 Employer and employee relationship
 - 8.1.2 Express and implied authority
 - 8.1.3 The meaning of “in the course of employment”
 - 8.1.4 Application in estate agency trade
- 8.2 Devising an effective management system and standard work procedures for Estate Agents and Salespersons to fulfil requirements of the EAO and setting up monitoring mechanisms
 - 8.2.1 Ensuring that Estate Agents and Salespersons are licensed and report appointments/cessation of employment to EAA
 - 8.2.2 Declaration of interest

- 8.2.3 Exercising due diligence
- 8.2.4 Following statutory procedures and provisions of prescribed property information
- 8.2.5 Protecting clients' personal data and providing accessibility
- 8.2.6 Keeping clients' accounts
- 8.2.7 Direct marketing
- 8.2.8 Information security
- 8.2.9 Preventive measures on money laundering
- 8.2.10 Appointment of debt-collection companies
- 8.3 Observation of other Ordinances
 - 8.3.1 Companies Ordinance (Cap. 622), Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32), Partnership Ordinance (Cap. 38), Employment Ordinance (Cap. 57), Ordinances in respect of equal opportunity (where applicable), Personal Data (Privacy) Ordinance (Cap. 486)
- 8.4 Management of property information
 - 8.4.1 How to gather, update and validate
 - 8.4.2 How to protect data
 - 8.4.3 Dissemination of data
- 8.5 Handling complaints and disputes over commission

Appendix 2

SALESPERSONS QUALIFYING EXAMINATION SYLLABUS

Preamble

Which Part of the Syllabus	Knowledge expected
Part 1	To be aware of the background of the real estate agency trade
Part 2	To have a basic knowledge of the Estate Agents Ordinance (Cap. 511) (“EAO”) and the Estate Agents Authority (“EAA”); and To be able to handle typical cases in line with EAA’s prescribed practice
Part 3	To be aware of the basic terminology and concepts of laws governing practice and the need to comply with the requirements of the law
Part 4	To be aware of how prescribed property information is gathered, the terminology involved and be able to interpret the information for clients
Part 5	To be aware of the basic classification of and terminology for buildings and that different aspects of buildings are regulated by law
Part 6	To have a basic knowledge of the basic terminology and concepts of tenancy and the need to comply with the requirements of the law

Levels of Expectation

The following are indications which may assist candidates to understand the depth of knowledge that candidates are expected to acquire in each section of the syllabus.

Level 1 – Awareness

Level 2 – Basic knowledge

Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

Level 4 – Understanding (i.e. able to relate to the context of the industry) plus ability to make use of the knowledge in practice

Part 1

Introduction to the real estate agency industry in Hong Kong

Salespersons are expected to be aware of the background of the trade.

Which Section of the Syllabus	Level of Expectation
The whole of Part 1	Level 1 – Awareness

- 1.1 Development of the real estate sector in Hong Kong: the different stages, and its relation to overall socio- economic development
- 1.2 Development of real estate practice in Hong Kong, including the growth from individually-based to company-based operations and the development of large chain enterprises; the relationship between the real estate agency trade and other professions and sectors: government departments, legal, banking, developers, building and construction, property management
- 1.3 Housing and land policy
 - 1.3.1 Housing and land policy and other major factors (political, economic restructuring, immigration) affecting property prices and their fluctuation cycles
 - 1.3.2 Technical factors affecting property prices: interest rates, economic indices, seasonal variations, mortgage policy
- 1.4 Property market supply and demand annual statistics
- 1.5 The role and functions of real estate agents in the property market: promoter and distributor
- 1.6 Rationale behind the introduction of EAO
- 1.7 Public expectations of the trade's professionalism
 - 1.7.1 Consumers' perspective of the trade in relation to their rights
 - 1.7.2 Professionalism in the context of real estate practice

Part 2

Estate Agents Ordinance and estate agency practice

Salespersons are required to have a basic knowledge of the EAO and EAA, to be conversant with EAA's prescribed practice for property sales and to be able to deal with typical cases.

Which Section of the Syllabus	Level of Expectation
The whole of Part 2	Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

- 2.1 The trade's regulatory and statutory body
 - 2.1.1 Principal functions and general powers of EAA
 - 2.1.2 Organisational structure of EAA
 - 2.1.2.1 Composition of EAA and its standing committees
 - 2.1.2.2 Organisational structure of EAA
 - 2.1.2.3 Role of the Chief Executive Officer ("CEO") in handling complaints and conducting investigations
 - 2.1.2.4 Inquiries by the Disciplinary Committee
- 2.2 Compliance with EAA's licensing requirements
 - 2.2.1 Obtaining a licence before practice
 - 2.2.2 Licensing requirements
- 2.3 Statutory duties of Salespersons and the EAO
 - 2.3.1 Definition of Salespersons
 - 2.3.2 The register
 - 2.3.3 Registered address
 - 2.3.4 Application for licence
 - 2.3.5 Renewal of licence
 - 2.3.6 Conditions attached to licence
 - 2.3.7 Suspension or revocation of licence
 - 2.3.8 Duties: information regarding properties and transactions, Section 40(1) notice, liability for monies received, advertising
 - 2.3.9 Standard forms: requirements for making agreements, contents of agreements, duty to supply unexecuted/executed agreement, Estate Agency Agreement for vendor/landlord, Estate Agency Agreement for purchaser/tenant, Property Information Form/Leasing Information Form, Vendor's Statement in the Property Information Form
 - 2.3.10 Investigation, Complaint and Discipline
 - 2.3.10.1 Exercise of disciplinary power

- 2.3.10.2 Publication of decision
- 2.3.11 Appeal
 - 2.3.11.1 Categories of appeal
 - 2.3.11.2 Appeal panel and tribunals
 - 2.3.11.3 Appeal tribunal proceedings
- 2.3.12 Offences by Salespersons (Section 55)
- 2.4 Code of Ethics
 - 2.4.1 Compliance with the law
 - 2.4.2 Good understanding of related legislation and requirements
 - 2.4.3 Professional knowledge and competence required
 - 2.4.4 Ethical and moral standards during practice and responsibilities towards clients
 - 2.4.5 Exercising due diligence
 - 2.4.6 Minimising any conflict-of-interest situations
 - 2.4.7 Relationship between agents and ethical standards to be observed in conducting business
- 2.5 Practice Regulation
 - 2.5.1 General duties of Salespersons
 - 2.5.2 Listing and seeking instructions
 - 2.5.3 Use of Estate Agency Agreement
 - 2.5.4 Advertising
 - 2.5.5 Provision of property information and exercise of due diligence
 - 2.5.6 Property inspection and viewing
 - 2.5.7 Conduct of negotiations
 - 2.5.8 Handling of clients' money and keeping of accounts and records
 - 2.5.9 Preliminary agreement for sale and purchase
 - 2.5.10 Commission
 - 2.5.11 Post-transaction services
- 2.6 Compliance with guidelines relevant to the trade
 - 2.6.1 Practice Circulars issued by the EAA

Part 3

Laws governing estate agency practice and conveyancing procedures

Salespersons are expected to be aware of the basic terminology and concepts of the laws and the need to comply with the requirements of the law. Awareness of conveyancing procedures, mortgages and taxation is also expected.

Which Section of the Syllabus	Level of Expectation
The whole of Part 3	Level 1 – Awareness

- 3.1 Basic concept of common law
 - 3.1.1 Definition of common law
 - 3.1.2 System of judicial precedent
- 3.2 Basic concept of equity
- 3.3 Statute law
- 3.4 Principles of the law of agency
 - 3.4.1 Mode of creation
 - 3.4.1.1 Express
 - 3.4.1.2 Implied
 - 3.4.1.3 Estoppel
 - 3.4.1.4 Ratification
 - 3.4.2 Duties of agent
 - 3.4.2.1 Obey lawful instructions
 - 3.4.2.2 Due care and diligence
 - 3.4.2.3 Disclose material information
 - 3.4.2.4 Avoid conflict of interest
 - 3.4.2.5 Keep secret confidential information
 - 3.4.2.6 Not to delegate duties
 - 3.4.2.7 Not to make secret profit
 - 3.4.2.8 No misrepresentation
 - 3.4.3 Termination of agency
 - 3.4.3.1 By mutual agreement
 - 3.4.3.2 Revocation by principal
 - 3.4.3.3 Renunciation by agent
 - 3.4.3.4 Supervening illegality
 - 3.4.3.5 Expiration
 - 3.4.3.6 Full fulfilment of terms
 - 3.4.3.7 Incapacity of principal or agent
 - 3.4.3.8 Destruction of subject matter
 - 3.4.3.9 Enemy status
- 3.5 Principles of the law of contract
 - 3.5.1 Definition of contract
 - 3.5.2 Formation of contract
 - 3.5.2.1 Offer

- 3.5.2.2 Acceptance
 - 3.5.2.3 Consideration
 - 3.5.2.4 Intention to be legally binding
 - 3.5.3 Contract for real property
 - 3.5.3.1 General ingredients
 - 3.5.3.2 Special requirements-in writing: parties, Property, price, particular terms, signature
 - 3.5.4 Interpretation of contract
 - 3.5.5 Breach of contract and remedies
 - 3.5.5.1 Breach of contract
 - 3.5.5.2 Remedies: common law remedies, equitable remedies
 - 3.5.6 Misrepresentation
 - 3.5.6.1 Definition of misrepresentation
 - 3.5.6.2 Remedies for misrepresentation
 - 3.5.7 Breach of contractual duties by agents and liabilities
- 3.6 Negligence
 - 3.6.1 Definition of negligence
 - 3.6.2 Ingredients of negligence
 - 3.6.2.1 Duty of care
 - 3.6.2.2 Breach of duty
 - 3.6.2.3 Injury or damages
 - 3.6.3 Negligent statement
 - 3.6.3.1 Ingredients of negligent statement: negligent statement, reliance by plaintiff, defendant knows reliance, reliance is reasonable, plaintiff suffers injuries or damages
 - 3.6.3.2 Restriction on liability
 - 3.6.4 Breach of duty of care by agent and liabilities
- 3.7 Other Ordinances relating to estate agency practice
 - 3.7.1 Conveyancing and Property Ordinance (Cap. 219)
 - 3.7.1.1 Land contracts to be in writing (Section 3)
 - 3.7.1.2 Certain instruments to be in writing (Section 5)
 - 3.7.1.3 Creation of interest in land by parol (Section 6)
 - 3.7.2 Land Registration Ordinance (Cap. 128)
 - 3.7.2.1 Registrable instruments
 - 3.7.3 Housing Ordinance (Cap. 283)
 - 3.7.3.1 Sale of land by Housing Authority (Section 17A)
 - 3.7.3.2 Particular conditions of sale (Section 17AA)
 - 3.7.3.3 Void alienations (Section 17B)
 - 3.7.3.4 Unlawful alienations (Section 27A)
 - 3.7.3.5 Alienation restrictions (Schedule)

- 3.7.4 Personal Data (Privacy) Ordinance (Cap. 486)
 - 3.7.4.1 Definition of personal data (Section 2)
 - 3.7.4.2 Data protection principles: purpose and manner of collection of personal data, accuracy and duration of retention of personal data, use of personal data, security of personal data, information to be generally available, access to personal data (Schedule 1)
 - 3.7.4.3 Direct marketing (Sections 35A to 35M)
- 3.7.5 Unconscionable Contracts Ordinance (Cap. 458) (Section 6)
- 3.7.6 Prevention of Bribery Ordinance (Cap. 201) (Sections 5 and 9)
- 3.7.7 Misrepresentation Ordinance (Cap. 284) (Section 3)
- 3.7.8 Residential Properties (First-hand Sales) Ordinance (Cap. 621)
 - 3.7.8.1 Saleable area (Section 8(1))
 - 3.7.8.2 Application (Section 10)
 - 3.7.8.3 Sales brochure (Sections 15, 16, 20(2), 22, 24(1), 24(5) and 25)
 - 3.7.8.4 Price list, general expression of intent and specific expression of intent etc. (Sections 29, 31, 32, 34, 35(1) and 35(3))
 - 3.7.8.5 Measurements to be taken in show flat (Section 42)
 - 3.7.8.6 Sales arrangements and other information (Sections 47 and 49)
 - 3.7.8.7 Preliminary agreement and agreement (Sections 52(1) and 53)
 - 3.7.8.8 Register of transactions (Sections 58, 60 and 61)
 - 3.7.8.9 Advertisement (Sections 70, 71, 73(7) and 74)
 - 3.7.8.10 Penalties for misrepresentation and dissemination of false or misleading information (Sections 75, 76 and 78)
 - 3.7.8.11 Electronic database on first-hand residential properties (Section 89)
- 3.8 Conveyancing practice and procedures: from preliminary agreement for sale and purchase to completion
- 3.9 Mortgages
 - 3.9.1 Different forms of mortgage
 - 3.9.2 Essential terms of mortgage and their common variations
 - 3.9.3 Floating and fixed-rate mortgages
 - 3.9.4 Application procedures and usual considerations in approving mortgages
- 3.10 The basics of property-related taxation
 - 3.10.1 Stamp duty
 - 3.10.2 Property tax
 - 3.10.3 Government rent
 - 3.10.4 Rates
 - 3.10.5 Profits tax

Part 4

Introduction to land registration, land search and property- related information systems

Salespersons are expected to be aware of how information is derived to conduct typical searches, the terminology involved, and to be able to interpret the information for clients.

Which Section of the Syllabus	Level of Expectation
Part 4.1, 4.4 and 4.5	Level 1 – Awareness
Part 4.2 and 4.3	Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

4.1 Technical terms and salient features of a land search

- 4.1.1 Property particulars: lot number and address of the property, details of the government lease under which the lot is held (the annual government rent payable, the lease term, the commencement date of the term and whether the term is renewable or not) etc.
- 4.1.2 Owner particulars: name of registered owner(s), types of ownership (sole owner, joint tenants/tenants in common, trustee etc.), assignment, deed of gift, letters of administration, probate etc.
- 4.1.3 Incumbrances: occupation permit, deed of mutual covenant (“DMC”), certificate of compliance, agreement for sale and purchase, nomination, order, mortgage or legal charge, release etc.
- 4.1.4 Other information: memorial number, date of instrument, date of registration, nature of instruments, parties involved, consideration, deed pending registration etc.

4.2 Land search

- 4.2.1 Historical versus current land search
- 4.2.2 Various methods of conducting land search: Integrated Registration Information System (“IRIS”), via third parties, government charges

4.3 How to analyse a search document

- 4.3.1 Most common complications spotted in a search: any subsisting encumbrances in a land search and their effect etc.
- 4.3.2 When a historical and current land search/company search/online search of the Rating and Valuation Department etc. is necessary and items to be checked
- 4.3.3 When to resort to legal consultation

4.4 Publicly available statistical information

- 4.4.1 Basic statistics related to the real estate trade: population, age, number of households, wage/earnings, expenditure on housing

4.4.2 Housing information

4.4.2.1 Land population, land domestic household, house size (Housing Department)

4.4.2.2 Government lease (Lands Department)

4.4.2.3 Housing supply and demand (Housing Department, Rating and Valuation Department): stock of permanent residential flats: private; public: Home Ownership Scheme, Private Sector Participation Scheme, Housing Society subsidised sale flat, Housing Authority rental flats, Housing Society rental flats; production of permanent residential flats: by nature and by location, future production, redevelopment and clearance programme, total vacant private residential stock, housing demand projection; housing prices: prices of permanent residential flats

4.4.3 Transaction information (Land Registry)

4.4.3.1 Sale and purchase agreements for building units and land

4.4.3.2 Floor plan

4.4.3.3 Rental information

4.5 Access to other land/property information systems

4.5.1 Commercial property information providers

4.5.2 Internet: government department web pages, publicly available estate agency web pages

Part 5

Introduction to building-related knowledge, property classification and property management

Salespersons are expected to be aware of the basic classification and terminology of buildings and that different aspects of buildings are regulated by law.

Which Section of the Syllabus	Level of Expectation
The whole of Part 5	Level 1 – Awareness

5.1 Government Lease conditions

5.1.1 Particulars of the lot

5.1.2 General conditions

5.1.3 Special conditions

5.1.4 Special categories

5.2 Buildings Ordinance (Cap. 123)

5.2.1 Definition

5.2.2 Parties involved and their duties

- 5.3 Issues affecting existing buildings
 - 5.3.1 Essential information
 - 5.3.2 Alterations and additions
 - 5.3.3 Change in use
- 5.4 Property management
 - 5.4.1 DMC
 - 5.4.2 Essential elements of property management
 - 5.4.3 Building Management Ordinance (Cap. 344)

Part 6

Leasing and tenancy matters

Salespersons are expected to have a basic knowledge of the terminology and concepts involved and the need to comply with the requirements of the law (specifically the Landlord and Tenant (Consolidation) Ordinance (Cap. 7)).

Which Section of the Syllabus	Level of Expectation
The whole of Part 6	Level 3 – Basic knowledge plus ability to make use of the knowledge in practice

- 6.1 Types of tenancy
 - 6.1.1 Domestic
 - 6.1.2 Commercial
- 6.2 Stamp duty on tenancy agreement
- 6.3 Rights of tenant
 - 6.3.1 Exclusive possession
 - 6.3.2 Quiet enjoyment
- 6.4 Obligations of tenant
 - 6.4.1 Payment of rent
 - 6.4.2 Delivery of possession on termination of tenancy
- 6.5 Rights of landlord
 - 6.5.1 Receipt of rent
 - 6.5.2 Re-possession on tenant's default or statutory grounds
- 6.6 Obligations of landlord
 - 6.6.1 Structural and exterior repairs

- 6.7 Determination of tenancy
 - 6.7.1 By effluxion of time
 - 6.7.2 By mutual agreement
 - 6.7.3 The break clause
 - 6.7.4 Other means
- 6.8 Tenancy renewal procedures
 - 6.8.1 Renewal by agreement
 - 6.8.2 Other means
- 6.9 CR forms
 - 6.9.1 CR 109

Appendix 3

SAMPLE QUESTIONS AND ANSWERS

Notes :

1. All references to:

- (a) “Hong Kong” shall mean the Hong Kong Special Administrative Region (“HKSAR”).
- (b) “Government” shall mean The Government of the HKSAR.
- (c) the “Code of Ethics” shall mean the Code of Ethics issued by the Estate Agents Authority.
- (d) the “Practice Circular” shall mean the practice circulars issued by the Estate Agents Authority.
- (e) the “Licensing Regulation” shall mean the Estate Agents (Licensing) Regulation.
- (f) the “Practice Regulation” shall mean the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation.
- (g) a gender shall include the opposite and the neuter gender.
- (h) the singular shall include the plural and vice versa.

2. Unless otherwise stated:

- (a) the Estate Agents Ordinance and its subsidiary legislation shall apply to all questions.
- (b) “estate agent”, “licensee” and “salesperson” shall mean a person holding a relevant licence under the Estate Agents Ordinance.
- (c) a “land search” refers to the land register of a property in the Land Registry.
- (d) “Property Information Form (Form 1)” and “Leasing Information Form (Form 2)” refer to the corresponding forms prescribed in the Practice Regulation.
- (d) “Estate Agency Agreement (Form 3)”, “Estate Agency Agreement (Form 4)”, “Estate Agency Agreement (Form 5)” and “Estate Agency Agreement (Form 6)” refer to the corresponding agreements prescribed in the Practice Regulation.

3. Table of Stamp Duty Rates:

[Where the stamp duty calculated includes a fraction of \$1, round-up the duty to the nearest \$1.]

Sale or Transfer of Immovable Property

A. Ad Valorem Stamp Duty (AVD)

For immovable property in Hong Kong, AVD is calculated at rates which vary with the amount of the consideration or market value of the property (whichever is higher) as follows:-

Higher Rates of AVD (Scale 1)

Amount of the consideration/Market value of the property		Rate (with effect from 23 February 2013)
Exceeds	Does not exceed	
	\$2,000,000	1.5%
\$2,000,000	\$2,176,470	\$30,000 + 20% of excess over \$2,000,000
\$2,176,470	\$3,000,000	3.00%
\$3,000,000	\$3,290,330	\$90,000 + 20% of excess over \$3,000,000
\$3,290,330	\$4,000,000	4.5%
\$4,000,000	\$4,428,580	\$180,000 + 20% of excess over \$4,000,000
\$4,428,580	\$6,000,000	6.00%
\$6,000,000	\$6,720,000	\$360,000 + 20% of excess over \$6,000,000
\$6,720,000	\$20,000,000	7.5%
\$20,000,000	\$21,739,130	\$1,500,000 + 20% of excess over \$20,000,000
\$21,739,130		8.5%

Lower Rates of AVD (Scale 2)

Amount of the consideration/Market value of the property		Rate (with effect from 1 April 2010)
Exceeds	Does not exceed	
	\$2,000,000	\$100
\$2,000,000	\$2,351,760	\$100 + 10% of excess over \$2,000,000
\$2,351,760	\$3,000,000	1.5%
\$3,000,000	\$3,290,320	\$45,000 + 10% of excess over \$3,000,000
\$3,290,320	\$4,000,000	2.25%
\$4,000,000	\$4,428,570	\$90,000 + 10% of excess over \$4,000,000
\$4,428,570	\$6,000,000	3.00%
\$6,000,000	\$6,720,000	\$180,000 + 10% of excess over \$6,000,000
\$6,720,000	\$20,000,000	3.75%
\$20,000,000	\$21,739,120	\$750,000 + 10% of excess over \$20,000,000
\$21,739,120		4.25%

- Note:
1. The exact consideration or value is used to compute AVD for property transfers and rounding-up to the nearest \$100 is not required.
 2. With effect from 31 January 1992, AVD is chargeable on agreements for sale and purchase of residential property. With effect from 23 February 2013, AVD is also chargeable on agreements for sale and purchase of non-residential property. After the agreement has been so stamped, the related conveyance will be chargeable with a fixed stamp duty of \$100 only.
 3. Unless specifically exempted or otherwise provided, an instrument executed on or after 23 February 2013 for acquisition or transfer of immovable property in Hong Kong is chargeable with AVD at Scale 1.
 4. On 4 November 2016, the Government announced that the Stamp Duty Ordinance would be amended to increase the AVD rates for residential property transactions to a flat rate of 15%. Subject to the enactment of the relevant legislation, any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the proposed new AVD rate.

B. Special Stamp Duty (SSD)

With effect from 20 November 2010, any residential property acquired on or after 20 November 2010, either by an individual or a company (regardless of where it is incorporated), and resold within 24 months (the property was acquired on or after 20 November 2010 and before 27 October 2012) or 36 months (the property was acquired on or after 27 October 2012), will be subject to SSD. SSD is calculated by reference to the stated consideration or the market value of the property (whichever is the higher), at the following rates for different holding periods of the property by the seller or transferor before disposal:-

Holding period	The property was acquired on or after 20 November 2010 and before 27 October 2012	The property was acquired on or after 27 October 2012
6 months or less	15%	20%
More than 6 months but for 12 months or less	10%	15%
More than 12 months but for 24 months or less	5%	10%
More than 24 months but for 36 months or less	-	10%

C. Buyer's Stamp Duty (BSD)

With effect from 27 October 2012, unless specifically exempted, BSD is payable on an agreement for sale or a conveyance on sale executed for the acquisition of any residential property. BSD is charged at 15% on the stated consideration or the market value of the property (whichever is the higher).

Lease

For lease of immovable property in Hong Kong, stamp duty is calculated at rates which vary with the term of the lease as follows:-

Term		Rate
Not defined or is uncertain		0.25% of the yearly or average yearly rent (see Note)
Exceeds	Does not exceed	
	1 year	0.25% of the total rent payable over the term of the lease (see Note)
1 year	3 years	0.5% of the yearly or average yearly rent (see Note)
3 years		1% of the yearly or average yearly rent (see Note)
Key money, construction fee etc. mentioned in the lease		4.25% of the consideration if rent is also payable under the lease. Otherwise, same duty as for a sale of immovable property

Note: The yearly rent/average yearly rent/total rent has to be rounded-up to the nearest \$100.

PLEASE CHOOSE THE BEST ANSWER

* Indicates the correct answer

1. Which of the following type(s) of information may be found in the Government Gazette?
 - (i) names of candidates passing the Estate Agents Qualifying Examinations
 - (ii) names of licensees who have had specified conditions attached to their licence by the Disciplinary Committee
 - (iii) names of licensees whose licence has been suspended by the Disciplinary Committee
 - A. (ii) only
 - B. (iii) only
 - C. (i) and (ii) only
 - D. (i) and (iii) only
 - * E. (ii) and (iii) only

2. A purchaser intends to buy a flat for \$3 million. The land search shows that the vendor bought the flat in 2009 for \$6 million and mortgaged it to Money Bank under an "all monies" mortgage. In the circumstances, which of the following advice from the purchaser's estate agent would best protect the purchaser's interests?
 - A. To pay the deposit by way of post-dated cheque
 - B. To lower the offer to \$2.7 million
 - C. To pay as little deposit as possible so as to minimise the purchaser's loss in the event that the vendor is unable to complete the sale
 - * D. To have the deposit stakeheld by the vendor's solicitors until the balance of the purchase price payable on completion is found sufficient to discharge the existing mortgage
 - E. To pay the deposit direct to Money Bank so that the bank cannot foreclose on the property

3. Raymond is an estate agent who often refers clients to ABC Bank for mortgages. In order to secure favourable valuations, he gives the mortgage clerk of the bank \$2,000 per month. Which of the following Ordinance(s)/Code has/have Raymond breached?
 - (i) Prevention of Bribery Ordinance
 - (ii) Conveyancing and Property Ordinance
 - (iii) Code of Ethics
 - A. (i) only
 - B. (ii) only
 - C. (iii) only
 - * D. (i) and (iii) only
 - E. (ii) and (iii) only

4. Under the Estate Agents Ordinance, which of the following are among the factors that the Estate Agents Authority must consider in determining whether a person is "a fit and proper person" to hold an estate agent's licence (individual) or a salesperson's licence?
 - (i) The person is an undischarged bankrupt.
 - (ii) The person is a mentally disordered person within the meaning of the Mental Health Ordinance.
 - (iii) The person has relevant work experience.
 - (iv) The person was convicted of the offence of theft by a court in Hong Kong.
 - A. (i) and (ii) only
 - * B. (i), (ii) and (iv) only
 - C. (i), (iii) and (iv) only
 - D. (ii), (iii) and (iv) only
 - E. (i), (ii), (iii) and (iv)

5. Under the Practice Regulation, the vendor's estate agent shall have in his possession which of the following information relating to his client's property?
- (i) current ownership and subsisting encumbrances
 - (ii) saleable area
 - (iii) user of property
- A. (i) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- * E. (i), (ii) and (iii)
6. It is common for a married couple to own a property as joint tenants because:
- (i) any one of them can sign the provisional agreement on behalf of the other by virtue of his capacity as a joint tenant when selling the property
 - (ii) if one of them assigns his interest in the property to a third person by way of gift with the other co-owner's consent, no stamp duty is payable on the assignment
 - (iii) if one of them passes away, the survivor has an automatic right of succession to the deceased's interest in the property
- * A. (iii) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- E. (i), (ii) and (iii)
7. Despite the vendor client's insistence that she will not list or sell her property for anything less than \$5.2 million, a dual agent takes the initiative to advertise the property for a "may try" price of \$4.8 million and persuades a purchaser client to view the property, suggesting that it is a good buy. The agent may have breached the provisions of which of the following?
- (i) Practice Regulation – for advertising the property at a price other than that instructed by his vendor client
 - (ii) Code of Ethics – (in his capacity as the purchaser's agent) for knowingly showing his purchaser client a property with a fictitious list price
 - (iii) the general conditions of his licence
- A. (i) only
- B. (ii) only
- * C. (i) and (ii) only
- D. (i) and (iii) only
- E. (ii) and (iii) only
8. Which of the following statements is **NOT** included as a Data Protection Principle under the Personal Data (Privacy) Ordinance?
- * A. Personal data may be used for any purpose that benefits the data subject provided that he is informed of such purpose as soon as possible after such use
- B. Personal data shall not be kept longer than is necessary for the fulfilment of the purpose of collection
- C. Personal data shall be collected for a lawful purpose
- D. A data user shall take all practicable steps to prevent any accidental access to the personal data it holds
- E. A data subject shall have access to his personal data held by a data user

9. Which of the following statements in respect of a Deed of Gift of a property is **NOT CORRECT**?
- * A. It is not registrable in the Land Registry
 - B. It is a document of title
 - C. It may be invalidated by the bankruptcy of the donor
 - D. It may be made in favour of more than one donee
 - E. It is charged for stamp duty at the full market value of the property
10. Mary bought a residential property for \$3.5 million in April 2010. What is the amount of stamp duty payable on the provisional agreement for sale and purchase?
- A. \$70,000
 - * B. \$78,750
 - C. \$87,500
 - D. \$92,250
 - E. \$105,000
11. Which of the following persons/bodies are normally parties to the Deed of Mutual Covenant of a building?
- (i) the developer
 - (ii) the Transport and Housing Bureau
 - (iii) the first purchaser buying from the developer
 - (iv) the management company
- A. (i) and (iii) only
 - B. (i) and (iv) only
 - C. (ii) and (iii) only
 - * D. (i), (iii) and (iv) only
 - E. (i), (ii), (iii) and (iv)
12. Under common law, which of the following is **NOT** an essential element of a contract?
- A. Offer
 - B. Acceptance
 - C. Consideration
 - * D. Remedies for breach
 - E. Intention to contract
13. Tim's estate agent's licence was recently revoked by the Estate Agents Authority. Under the Estate Agents Ordinance and the Licensing Regulation, Tim is **NOT** entitled to make an application for a licence without the consent of the Estate Agents Authority within what period of the revocation date?
- A. 6 months
 - B. 9 months
 - * C. 12 months
 - D. 18 months
 - E. 24 months
14. A recruitment advertisement reads: "Estate agents required. Single female without children preferred." This advertisement may be in breach of which of the following anti-discrimination laws in Hong Kong?
- (i) Sex Discrimination Ordinance
 - (ii) Disability Discrimination Ordinance
 - (iii) Family Status Discrimination Ordinance
- A. (i) only
 - B. (ii) only
 - C. (iii) only
 - D. (i) and (ii) only
 - * E. (i) and (iii) only

15. A tenancy agreement signed in April 2009 has the following terms:

1. Duration : 24 months
2. Monthly Rent :
\$10,000 for the first 12 months
\$15,000 for the last 12 months

3. Rent-free period: the first 3 months

Inclusive of a counterpart tenancy agreement, what is the total stamp duty payable?

- A. \$600
- B. \$625
- * C. \$680
- D. \$750
- E. \$900

Note:

The following is a sample of the case study of the Qualifying Examinations. The complexity of the Case Study in an actual examination may be different from what is shown, or there may be two short cases instead of a long one. Only 8 questions are shown here for illustration purpose.

Part II

CASE STUDY

Leasing of Property A

1. Teddy is the tenant of Flat A, 12th Floor, Fragrant Garden, 25 Sunflower Road, Hong Kong ("Property A"), and for years has been sharing it with his brother, Sales. The current 2-year tenancy agreement has a few more months to run. Sales graduated last month and now works as a salesperson for XYZ Estate Agency ("XYZ") which is located very near Property A.
2. Teddy has just found a new job in Macau and so will soon move over there. Knowing that with no proof of stable income the landlord will probably be reluctant to transfer the tenancy to Sales,

Teddy agrees to continue to deal with the landlord as if he were to remain the tenant, so long as Sales continues to pay the rent and also a small amount of "tea money" to Teddy for all the trouble every month.

Listing of Property A

3. One day in April 2010, Mr. Au Tsz Bun ("Au") walked into XYZ and enquired with Sales the procedures for arranging the sale of his property with a sitting tenant. Sales immediately realised that Au is his landlord when Au gave him the address of Property A. Sales however did not tell Au he lives there. Sales suggested that if Au appointed XYZ as an exclusive agent for 6 months, XYZ will advertise Property A on the front page of *Property Post*, a popular weekly property magazine, for the whole period.
4. Au asked if the exclusive agency can be for a shorter period, and Sales told him that it has been XYZ's policy to require six months minimum for exclusive agency services. After some negotiation, Au agreed to appoint XYZ as exclusive agent for Property A for four months and as non-exclusive agent for the following two months. Sales started completing Form 1 and Form 3.
5. Au agreed to list Property A for \$3 million, which was recorded in Form 3. Sales phoned Banker Q who gave a verbal valuation of \$2.5 million only. Au said he would not sell Property A for anything less than \$2.8 million. XYZ's computer record showed that in the past month two nearby comparable properties fetched \$2.45 million and \$2.5 million respectively, and Sales considered it a waste of valuable marketing resources to advertise Property A for \$3 million.
6. Sales believed that for the best interest of Au it would be vital marketing strategy to get prospective purchasers to enquire of and take a look at Property A, and so he decided to advertise Property A with a "try price" of \$2.4 million alongside a list price of \$3 million in *Property Post*. The day after Property A was advertised Sales received an offer of \$2.45 million from Client A. The following day Client B offered \$2.5 million, and at the same time

Client C informed Sales that he might make a higher offer the next day after checking valuation, and requested Sales not to present Au with offers from any clients until Client C made an offer.

List of Annexes:

- A: Declaration of Authority
- B: Land Search Record
- C: Letter from Tai Dai Wai & Co.

Ownership of Property A

7. Au told Sales that though Property A has been in the joint names of himself and his wife, he is in fact the sole beneficial owner because all deposits and mortgage payments have been paid by him. Au also told Sales that his wife has agreed to sell Property A in exchange for him agreeing to a divorce; that she now lives somewhere in Mainland China and Au is doubtful if he can locate her to sign any documents to sell Property A.
8. As proof that all mortgage payments have been made by him, Au showed Sales his bank pass book and some recent mortgage repayment receipts. Au also produced a signed Declaration of Authority (**Annex A**) stating that Au would bear full responsibility for any problem that might arise from his wife, Chan Ngar Man (“Chan”) not signing the *estate agency agreement* and provisional agreement. Au assured Sales that the Declaration is a valid authorisation.
9. **Annex B** is a recent land search of Property A. Au told Sales there is no need to worry about the court order as his wife has no legal interest in Property A. Au showed Sales a letter from his solicitors to prove that he is the sole beneficial owner of Property A (**Annex C**).

DECLARATION OF AUTHORITY

To: (estate agent/purchaser) _____

I declare and confirm that I have obtained the authority of Chan Ngar Man (joint owner of Flat A, 12th Floor, Fragrant Garden, 25 Sunflower Road, Hong Kong) to sign any [estate agency/provisional sale and purchase] agreement in respect of the above property on her behalf.

I warrant that I shall perform the terms of the agreement so signed and shall indemnify you against all damages and costs for anything arising from my signing the agreement on her behalf.

Signature : Au Tsz Bun

Name/HKID of representative : Au Tsz Bun / D123456(7)

Address : Room 123, Fat Fat Building, No.123 Treetop Road, Hong Kong.

Date: 30th December 2009

土地註冊處 THE LAND REGISTRY
土地登記冊 LAND REGISTER

印製於 PRINTED AT: INTERNET SEARCH (DOWNLOAD)
 查冊日期及時間 SEARCH DATE AND TIME: 15/04/2010 10:39
 查冊者姓名 NAME OF SEARCHER: X
 查冊種類 SEARCH TYPE: HISTORICAL AND CURRENT

本登記冊列明有關物業截至 15/04/2010 08:30 之資料
 THE INFORMATION SET OUT BELOW CONTAINS PARTICULARS OF THE PROPERTY UP TO 08:30 ON 15/04/2010.

備存土地紀錄以供市民查閱旨在防止秘密及有欺詐成分的物業轉易，以及提供容易追溯和確定土地財產及不動產業權的方法。土地紀錄內載的資料不得用於與土地紀錄的宗旨無關之目的，使用所提供的資料須符合《個人資料（私隱）條例》的規定。

The land records are kept and made available to members of the public to prevent secret and fraudulent conveyances, and to provide means whereby the titles to real and immovable property may be easily traced and ascertained. The information contained in the land records shall not be used for purposes that are not related to the purposes of the land records. The use of information provided is subject to the provisions in the Personal Data (Privacy) Ordinance.

物業資料

PROPERTY PARTICULARS

物業參考編號

PROPERTY REFERENCE NUMBER (PRN) :

地段編號

LOT NO. : INLAND LOT NO.1021

批約 HELD UNDER : GOVERNMENT LEASE

年期 LEASE TERM : 75 YEARS RENEWABLE FOR 75 YEARS

開始日期 COMMENCEMENT OF LEASE TERM : 07/ 09/ 1898

每年地稅 RENT PER ANNUM : \$2.00

所佔地段份數

SHARE OF THE LOT : 7/1213

物業地址

ADDRESS : FLAT A ON 12th FLOOR
 FRAGRANT GARDEN
 25 SUNFLOWER ROAD
 HONG KONG

物業備註 REMARKS :

業主資料

OWNER PARTICULARS

業主姓名 NAME OF OWNER	身分 (如非唯一擁有人) CAPACITY (IF NOT SOLE OWNER)	註冊摘要編號 MEMORIAL NO.	文件日期 DATE OF INSTRUMENT	註冊日期 DATE OF REGISTRATION	代價 CONSIDERATION
FRAGRANT COMPANY LIMITED		UB704717 REMARKS: ASSIGNMENT OF IL1021	11/ 08/ 1976	08/ 09/ 1976	\$800,000.00
CHEUNG SIU HENG		UB903534 REMARKS : ASSIGNMENT WITH PLAN	-	-	-
AU TSZ BUN CHAN NGAR MAN	JOINT TENANT JOINT TENANT	UB1973047	07/ 11/ 1986	16/ 11/ 1986	\$380,000.00

物業涉及的轉讓
INCUMBRANCES

<u>註冊摘要編號</u> <u>MEMORIAL NO.</u>	<u>文件日期</u> <u>DATE OF</u> <u>INSTRUMENT</u>	<u>註冊日期</u> <u>DATE OF</u> <u>REGISTRATION</u>	<u>文件性質</u> <u>NATURE</u>	<u>受惠各方</u> <u>IN FAVOUR OF</u>	<u>代價</u> <u>CONSIDERATION</u>
UB749889	20/ 04/ 1977	19/ 05/ 1977	BUILDING MORTGAGE	BIG BANK	
UB843764	03/ 01/ 1979	23/ 01/ 1979	DISCHARGE BY RECEIPT		
UB900629	12/ 10/ 1979	03/ 11/ 1979	DEED OF MUTUAL COVENANT		--
UB1942701	21/ 08/ 1986	12/ 09/ 1986	AGREEMENT FOR SALE AND PURCHASE	AU TSZ BUN CHAN NGAR MAN (JOINT TENANTS) REMARKS: SEE ASSIGNMENT MEMORIAL NO.UB1973047	\$380,000.00
UB1973048	07/ 11/ 1986	16/ 11/ 1986	MORTGAGE TO SECURE GENERAL BANKING FACILITIES	SMALL BANK	
09121546435763	20/ 11/ 2009	15/ 12/ 2009	CERTIFIED TRUE COPY NOTICE OF AN APPLICATION FOR ANCILLARY RELIEF	AU CHAN NGAR MAN "PETITIONER" AU TSZ BUN "RESPONDENT" REMARKS: IN F.C.M.C.NO.4604 OF 2009	

等待註冊的契約

DEEDS PENDING REGISTRATION

無 NIL

登記冊末端 END OF REGISTER

**TAI DAI WAI & Co.
Solicitors and Notaries**

Your Ref.: CCW/SC/B00-55/SC
Our Ref.: BBC/135

22 January 2010

Messrs. But Siu Ming & Co.
Solicitors, Suite 123, 1/F.,
Ho Ho Building,
7 Queen's Road Central,
Hong Kong.

Dear Sirs,

Re: F.C.M.C.No. 4604 of 2009

We are in receipt of your letter of 20 January 2010, the assertions therein are denied absolutely. We are instructed that your client, Chan Ngar Man, has agreed not to ask for any maintenance costs should our client, Mr. Au Tsz Bun, expedite the divorce proceedings, which condition our client has indeed complied with.

Though your client has been named a joint owner of the property at Flat A, 12th Floor, Fragrant Garden, 25 Sunflower Road, Hong Kong, we are instructed our client is its sole beneficial owner as the deposit for the property purchase and all monthly mortgage repayments are paid by our client (see copies of payment receipts enclosed). Your client is therefore holding her share of the property, if any (which is denied), in trust for our client only.

We hereby demand you to cause the registration of the Notice of Application for Ancillary Relief to be vacated within 14 days of this letter. All our client's rights are hereby reserved.

Yours faithfully,

[signed]
Tai Dai Wai & Co.

Encl.(omitted in case study)

1. For the purpose of completing the *Property Information Form* (Form 1), which of the following is/are current and subsisting encumbrances on Property A according to the land search?
 - (i) Building Mortgage Memorial No.UB749889
 - (ii) Mortgage Memorial No.UB1973048
 - (iii) Certified True Copy Notice of An Application for Ancillary Relief Memorial No.09121546435763
 - A. (iii) only
 - B. (i) and (ii) only
 - C. (i) and (iii) only
 - * D. (ii) and (iii) only
 - E. (i), (ii) and (iii)

2. Which of the following statements is/are correct?
 - (i) Cheung Siu Heng was the vendor in Agreement Memorial No.UB1942701
 - (ii) the purchase of Property A by Au and Chan was financed by a mortgage loan under Mortgage Memorial No.UB1973048
 - (iii) Certified True Copy Notice of An Application for Ancillary Relief Memorial No.09121546435763 shows that Chan has legally become the sole owner of Property A
 - A. (ii) only
 - * B. (i) and (ii) only
 - C. (i) and (iii) only
 - D. (ii) and (iii) only
 - E. (i), (ii) and (iii)

3. For the purposes of completing the *Property Information Form* (Form 1) in April 2010, what is the unexpired term of the Government lease inclusive of the renewable term (a period exceeding six months shall be counted as one year)?
 - A. 32 years
 - * B. 38 years
 - C. 50 years
 - D. 75 years
 - E. 150 years

4. Which of the following statements about Sales' disclosure of interests under Clause 9 of the Estate Agency Agreement (Form 3) is/are correct?
 - (i) there is nothing for him to disclose
 - (ii) he should disclose that he resides in Property A of which his brother is the tenant
 - (iii) he should disclose that his brother is the tenant of Property A
 - (iv) he should disclose the selling price of comparable properties
 - A. (i) only
 - B. (iii) only
 - * C. (ii) and (iii) only
 - D. (ii) and (iv) only
 - E. (iii) and (iv) only

5. In respect of the offers from Client A and Client B and the potential offer from Client C, Sales should:
- balance of purchase price is sufficient to discharge all mortgages and charges
- A. not inform Au of offers below \$2.8 million (iii) Not to be released until a land search is available
- B. inform Au of Client B's offer only A. (i) only
- * C. inform Au of the offers received from Clients A and B in the order he received them B. (ii) only
- D. inform Au of Client B's offer and then Client A's offer C. (iii) only
- E. wait for Client C's offer and then inform Au of all the three offers received in the order he received them * D. (i) and (ii) only
- E. (i) and (iii) only
6. To comply with the Practice Regulation and the Practice Circular, Sales may advertise Property A at which of the following price(s) if there are no further written instructions?
- (i) \$3 million
- (ii) \$2.5 million
- (iii) \$2.4 million
- * A. (i) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- E. (i), (ii) and (iii)
7. Sales is a dual agent also serving the client who agreed to buy Property A. As it was a Sunday, the purchaser could not reach his lawyer for advice about the various matters shown on the land search. Au was adamant that unless the agreement was signed on that day he would not sell to the purchaser. To resolve the deadlock, Sales suggested that all deposits should be stakeheld by Au's solicitors as he thought this would best protect both clients' interests. Both parties agreed and Sales proceeded to complete the provisional agreement. To protect his clients' interests, how should the deposits be stakeheld?
- (i) Not to be released until the purchaser accepts the title
- (ii) Not to be released until there is evidence to prove that the
8. For Au to validly execute on behalf of Chan all agreements and assignments for the sale of Property A, which of the following steps need be taken?
- (i) Au executes the Declaration of Authority as a deed under seal
- (ii) Chan writes Au an authorisation letter showing her signature consenting to the sale of Property A
- (iii) Chan executes a power of attorney by deed appointing Au to execute documents relating to the sale of Property A on her behalf
- A. (i) only
- * B. (iii) only
- C. (i) or (ii) only
- D. (i) or (iii) only
- E. (ii) or (iii) only

Appendix 4

SAMPLES OF QUESTION BOOK FRONT COVERS AND ANSWER SHEET

Candidate No.	
Seat No.	

ESTATE AGENTS QUALIFYING EXAMINATION

QUESTION BOOK (Version A)

6:00 p.m. – 9:00 p.m. (3 hours)

1. Each candidate is given **ONE Question Book** and **ONE Answer Sheet**. If you have more than one Question Book and/or one Answer Sheet, please raise your hand and inform an invigilator.
2. When told by the invigilator to open this Question Book, please check that there are **50 questions**. The words 'END OF PAPER' appear after Question 50.
3. Answer **ALL** questions. **All answers should be marked on the Answer Sheet.**
4. Part I (Question 1 to Question 30) carries 60 marks, and Part II (Question 31 to Question 50) carries 40 marks.
5. You may give **only ONE answer for each question**. No mark will be scored for any question with more than one answer.
6. You may **NOT** leave during the first 90 minutes or the last 30 minutes of the examination.
7. This **Question Book**, the **Answer Sheet** and all other papers shall **NOT** be taken away from this examination hall.
8. **DO NOT** use the Admission Form or the Answer Sheet as rough work sheets. **Rough work can only be done on the Question Book**, but **DO NOT** remove or tear any sheets from the Question Book.

(Please **DO NOT** open this **Question Book** until you are told to do so.)

Candidate No.	
Seat No.	

SALESPERSONS QUALIFYING EXAMINATION

QUESTION BOOK (Version A)

6:00 p.m. – 8:30 p.m. (2 hours 30 minutes)

1. Each candidate is given **ONE Question Book** and **ONE Answer Sheet**. If you have more than one Question Book and/or one Answer Sheet, please raise your hand and inform an invigilator.
2. When told by the invigilator to open this Question Book, please check that there are **50 questions**. The words 'END OF PAPER' appear after Question 50.
3. Answer **ALL** questions. **All answers should be marked on the Answer Sheet.**
4. Part I (Question 1 to Question 40) carries 80 marks, and Part II (Question 41 to Question 50) carries 20 marks.
5. You may give **only ONE answer for each question**. No mark will be scored for any question with more than one answer.
6. You may **NOT** leave during the first 90 minutes or the last 30 minutes of the examination.
7. This **Question Book**, the **Answer Sheet** and all other papers shall **NOT** be taken away from this examination hall.
8. **DO NOT** use the Admission Form or the Answer Sheet as rough work sheets. **Rough work can only be done on the Question Book**, but **DO NOT** remove or tear any sheets from the Question Book.

(Please **DO NOT** open this **Question Book** until you are told to do so.)

(Answer Sheet sample)



答題紙 ANSWER SHEET

須用 H.B. 鉛筆填寫
USE AN H.B. PENCIL ONLY

考試名稱 Examination Name
(1)
考生簽署 Signature of Candidate
(2)
考試日期 Date of Examination
(3)

PLEASE MARK YOUR ANSWERS HERE

請將答案填在此答題紙上

(4) 考生編號 Candidate No.	(5) 座位編號 Seat No.	(6) 試場編號 Centre No.	(7) 考試編號 Exam. Code	(9) 試題冊版本 Question Book Version
<div>0 1 2 3 4 5 6 7 8 9</div>	<div>0 1 2 3 4 5 6 7 8 9</div>	<div>0 1 2 3 4 5 6 7 8 9</div>	<div>地產代辦 EA 營業員 SF</div>	<div>A B C D</div>
<div>0 1 2 3 4 5 6 7 8 9</div>	<div>0 1 2 3 4 5 6 7 8 9</div>	<div>0 1 2 3 4 5 6 7 8 9</div>	(8) 作答語文 Language Version	
<div>0 1 2 3 4 5 6 7 8 9</div>	<div>0 1 2 3 4 5 6 7 8 9</div>	<div>0 1 2 3 4 5 6 7 8 9</div>	<div>中文 CHI 英文 ENG</div>	

考生須照下圖所示填劃答案：

23 ☐ A ☒ B ☐ C ☐ D ☐ E

使用潔淨膠擦將錯誤答案徹底擦去。

切勿摺皺此答題紙

Mark your answers as follows:

23 ☐ A ☒ B ☐ C ☐ D ☐ E

Wrong marks should be completely erased with a clean rubber.

DO NOT FOLD THIS SHEET

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Appendix 5

REGISTRATION PROCEDURES

Registration method	When and where?	Documents required	Remarks
By post or By hand (i.e. applying in person or through a representative)	<p>When – registration deadline as specified in the Entry Form (forms normally available two months before an examination)</p> <p>Where – Hong Kong Examinations and Assessment Authority (International and Professional Examinations Division) 3/F, 17 Tseuk Luk Street, San Po Kong, Kowloon, Hong Kong (Tel: 3628 8787/ 3628 8731)</p>	<p>(1) Entry Form – completed and signed</p> <p>(2) Examination fee receipt issued by 7-Eleven or Circle K convenience store – glued to the specified space in the Entry Form</p> <p>(3) Hong Kong Identity Card or valid passport – clear photocopy</p> <p>(4) Envelope cover marked: “Qualifying Examination for Estate Agents/Salespersons”</p>	<p>(1) -</p> <p>(2) -</p> <p>(3) Applicants applying in person need only produce their identity document, photocopy not required</p> <p>(4) for postal registration only</p>

Appendix 6

INSTRUCTIONS TO CANDIDATES

The following instructions must be carefully noted and observed in every detail.

A. CHECK YOUR ADMISSION FORM

1. Check carefully that the information printed on your *Admission Form*, i.e. name (English and Chinese), Hong Kong Identity Card number/Passport number and language version, corresponds with that in the *Entry Form*. If you discover a discrepancy, make a written request to the International and Professional Examinations Division of the Hong Kong Examinations and Assessment Authority (“HKEAA”) for amendment **at least seven days before the examination**.
2. Take note of all details provided in your *Admission Form* before the examination to avoid missing the examination, or attending on the wrong date, at the wrong time, or at the wrong examination centre.

Note: **Fees paid are not refundable nor transferable** save in exceptional circumstances and subject to the approval of the Estate Agents Authority (“EAA”).

B. GENERAL INSTRUCTIONS

1. Before the examination, ensure that you know the location of the examination centre. You may contact the HKEAA by telephoning 3628 8787/3628 8731 to enquire about the location of the examination centre. You are requested not to call the school office of the examination centre. You must take the examination at the examination centre specified on your *Admission Form*. Candidates who take an examination at an examination centre other than the one stated on the *Admission Form* will have **5 marks deducted**.
2. Arrive at the examination centre **10-15 minutes** before the commencement of the examination. The examination begins at **6:00 p.m.**
3. Bring the original copy of your *Admission Form* and your Hong Kong Identity Card/Passport (“identification document”) to the examination centre. The centre supervisor may refuse to admit a candidate who cannot show his/her *Admission Form* or his/her identification document. Do not write anything on the *Admission Form*.

4. You will not be provided with writing instruments. Bring:

➡ • H.B. pencils, a soft rubber and a pencil sharpener

5. You are not allowed to use any dictionary (including the “Glossary of Terms for the Estate Agency Industry” issued by the EAA) during the examination.
6. Do not place any kind of bag on your desk.
7. When you are admitted to the examination centre, occupy the seat assigned to you in accordance with the seat number stated on your *Admission Form*.
8. (a) If you arrive late but not later than 6:45 p.m., you will be admitted to the examination centre but no extra time will be given to you.
(b) **You will not be admitted to the examination centre after 6:45 p.m.**, unless the centre supervisor determines otherwise.
(c) Even if you are admitted to the examination centre after 6:45 p.m., you will be **disqualified** from the examination and no mark for the examination will be given to you unless you satisfy the EAA that there are very exceptional circumstances justifying your lateness.

- (d) **You may not leave the examination centre during the first 90 minutes or during the last 30 minutes of the examination.** If you wish to leave the examination centre during the permitted time, tie up your question book and answer sheet, making sure that you have completed all the necessary details on your answer sheet and question book cover. Then raise your hand to summon an invigilator. You may leave the examination centre only when the invigilator has given you permission.
9. Handling of Personal Belongings/Unauthorised Articles
You must put all your personal belongings in a bag. The bag must be properly closed and small enough to be placed under the chair or in an area assigned by the centre supervisor/invigilators before the examination begins. However, the HKEAA will not be responsible for safekeeping your belongings. You will not be allowed to take out any materials from your bag during the examination. If unauthorised articles such as books, dictionaries, notes, papers or any kinds of electronic devices (e.g. calculators, tablets, PDA, mobile phones, Bluetooth headphones/headsets, pagers, MP3 players, camera devices/equipment, electronic dictionaries, scanner pens, databank watches, smart watches with mobile applications installed or wireless technologies supported and other electronic devices which can store and/or display texts) are found on/in your desk, on your body or in your pockets during the examination, you may be **disqualified** from the examination. If you bring a pencil box into the examination centre, you must place the contents on your desk and put the empty box under the chair.
10. Switch off all mobile phones, Bluetooth headphones/headsets, pagers, watches with alarms, and other electronic devices, and ensure that no sound is emitted from these devices during the examination. Deactivate the alarm function before switching off the phone.
11. You are not allowed to take photographs, audio-recording or video-recording inside the examination centre. Any photographs or recordings taken must be surrendered to the centre supervisor for immediate disposal or deletion.
12. About Examination Centre Environment
- (a) If there are any undesirable conditions at the examination centre, you should inform an invigilator of the same immediately. Since it is difficult to collect circumstantial evidence after the examination, no consideration will be given to candidates who do not report unsatisfactory conditions at the centre in writing.
- (b) In general, no consideration will be given to candidates' claims of performance being affected by any of the following factors:
- (i) Normal background noise at examination centres – You should not expect complete silence in the examination centre as there may be normal background noise coming from outside vehicles, normal school activities, school bells, coughing and sniffing of neighbouring candidates, candidates entering and leaving the examination centre etc. during an examination.
- (ii) Unsuitable room temperature – Examinations take place at various times throughout the year, and room temperatures of various examination venues may differ and the HKEAA may not be able to adjust the examination centre temperature to suit each and every individual's requirements.
- (iii) Change of seat – If the reported undesirable condition at the examination centre may be rectified or improved by a seat change, the centre supervisor may, upon your request, arrange a seat change if the need is genuine and a spare seat is available at the centre. In any case, no extra examination time will be given with regard to any change of seat.

13. Checking for Electronic Devices

You may be required to be scanned by electronic detection scanning devices (for example, hand-held metal detectors/wands) at such time and place, and in particular before returning to your seats after going to the toilet, as may be decided by an invigilator. Failure to comply with such requirement will result in dismissal from the examination centre, and your examination fees will not be refunded.

14. Smoking or eating is not allowed in the examination centre. Candidates who smoke or eat during an examination may be **asked to leave the examination centre immediately**.
15. You are advised to bring a watch to time the examination as not all examination centres have a clock. Watches with functions/applications other than those of timekeeping are not permitted.
16. Parking facilities will not be available in the examination centre.

C. DURING THE EXAMINATION

1. Place your *Admission Form* and your identification document on the top right-hand corner of your desk and leave them there throughout the examination to facilitate verification of your identity by the invigilator. The identification document presented must be consistent with the identification document stated in the *Entry Form*. Candidates must be clearly identifiable from their identification document. Where the invigilator is of the view that the photograph on the identification document does not resemble the candidate or has doubts about the validity or authenticity of the documentation, the candidate in question will be required to provide further information and assistance to the invigilator and/or centre supervisor for the verification of his/her identity. The HKEAA and/or the EAA have the right to conduct an investigation against the candidate(s) involved and withhold releasing his/her score or cancel his/her score (if already released) pending completion of the investigation. Candidates should be cooperative. The EAA has the right to **disqualify** the candidate if he/she is not cooperative in the investigation. If you do not have your *Admission Form*, report to an invigilator immediately. Keep the *Admission Form* after the examination for record purposes.
2. Read carefully and carry out the instructions given on the question book and the multiple-choice answer sheet. Do not write your name on the question book or answer sheet.
3. When you receive your question book, check that you have been given the correct paper and language version. However, do not turn over the pages of the question book or start working until you are instructed to do so. You will only be provided with the question book in the language opted by you in the *Entry Form*.
4. A table of stamp duty rates will be provided in the question book.
5. Answer sheets will be marked by an optical mark reader. When filling in the boxes on the answer sheet, aim to fill in the box completely with a dark line by a blunt HB pencil. Fill one box for each question. **No marks will be given** if two or more boxes are filled for the same question. Rub out completely any boxes you wish to change by using a good quality soft rubber and not the one on the end of your pencil. Answers written in the question book will **not be marked**.
6. Before the commencement of the examination, you will be instructed to complete the following on the answer sheet:

Box 1 : Examination Name	Box 2 : Signature of Candidate	Box 3 : Date of Examination
Box 4 : Candidate Number*	Box 5 : Seat Number*	Box 6 : Centre Number*
Box 7 : Examination Code*	Box 8 : Language Version*	Box 9 : Question Book Version*

You may copy the relevant information from your *Admission Form* and the question book cover.

*Fill the boxes in 4, 5, 6, 7, 8 and 9 with an HB pencil. Write your candidate number and seat number in the spaces provided on the question book cover.

7. The answer sheet and question book must be given up at the end of the examination. No examination stationery of any description may be removed from the examination centre by a candidate.
8. If you need to go to the toilet, raise your hand, tie up your papers and give them to the invigilator. Wait for the invigilator to escort you to the toilet. No extra time will be given to make up for the time lost. If you take any material out of the examination centre or bring any material back with you, you may be **disqualified**.
9. If you have any queries about the contents of an examination question or you believe that there is an error in an examination question, you may at the end of the examination ask the invigilator to give you a "Candidate's note". You may write your query down in the note and hand it to the invigilator before you leave the examination centre.
10. Keep quiet when leaving the examination centre early as other candidates may still be working for the examination.

D. END OF EXAMINATION

All question books and answer sheets will be collected by the invigilators. No material distributed to you can be taken out of the examination centre at any time during or after the examination.

1. When the centre supervisor announces time is up, immediately stop writing and place your pencil down. Remain seated and silent while the invigilators are collecting your materials. Wait until the centre supervisor has checked and counted all the question books and answer sheets. When all the materials have been collected, the centre supervisor will announce your dismissal.
2. You may be **disqualified** if you do not follow the instructions given by the centre supervisor.
3. You may be asked to complete and sign on a "Candidate's note" for follow up by the HKEAA and/or the EAA if you are suspected to have committed a breach of any of the instructions herein.

E. BREACH OF EXAMINATION REGULATIONS

You are warned that any of the following acts may lead to prosecution and/or refusal of permission to sit for examination for a period reasonably determined by the EAA and/or disqualification from the examination and/or deduction of marks:

1. Obtaining knowledge of contents of question books prior to the examination.
2. Cheating or attempting to cheat or conducting yourself in such a manner which can reasonably be construed as cheating or attempting to cheat.
3. Copying from notes, books, electronic devices or any other thing brought into the examination centre or from the work of other candidates.
4. Possession of unauthorised material on/in the examination desk, on your body or in your pockets. Any such acts will be considered sufficient grounds for a charge of attempting to cheat and will lead to disqualification.
5. Copying or retaining any information relating to examination questions and/or answers.
6. Communicating or attempting to communicate in any form with persons inside or outside the examination centre during the examination.

7. Operating any mobile communication device in the examination centre. If you speak or communicate on or use any mobile communication device or electronic device during an examination, you **may be asked to leave the examination centre immediately and will not be allowed to continue with the examination.**
8. Allowing mobile phones, pagers, watches or other devices to emit sound during an examination. **Two marks will be deducted for an initial breach. Heavier sanction(s) will be imposed for further breach(es).**
9. Starting to read and/or work on the question book before being instructed to do so or continuing to work on your answer sheet including using an eraser or filling in information, etc. after being told to stop working at the end of the examination. **A minimum of 2 marks will be deducted** for such a breach.
10. Attempting to take away from the examination centre any examination stationery such as the question book or the answer sheet, refusing to return the question book and/or answer sheet or taking examination questions out of the examination centre.
11. Removing or tearing off any sheets from the question book.
12. Impersonating or attempting to impersonate or permitting such act in the examination.
13. Doing anything which causes disturbance to other candidates or disruption to the examination.
14. Failing to follow the requirements under the “Instructions to Candidates” or the instructions of the centre supervisor or an invigilator during the examination.
15. Leaving, or attempting to leave the examination centre during the first 90 minutes of the examination or within 30 minutes before the end of the examination.

F. PUBLICATION OF EXAMINATION RESULTS

1. *Result Slips* will be mailed out by the HKEAA to you 14 working days after the examination.
2. The EAA will post the examination result (if you have agreed to the posting of your examination result on-line) on its website (www.eaa.org.hk) 14 working days after the examination. You can check your examination result on the website upon inputting your candidate number printed on your *Admission Form* and the first four digits of your Hong Kong Identity Card/Passport number. You are reminded to keep your candidate number safely and not to disclose it to anyone. The examination result (namely, Pass with Commendation/Pass/Fail/Absent/Disqualified) and the marks obtained in Parts I and II of the examination paper will be shown on the EAA web-page. For candidates who received mark penalty for breach of examination regulation, their marks will only be shown on their *Result Slips*. No mark will be given for “Absent” and “Disqualified” candidates. **All results posted on the EAA website are for reference only.** They are subject to the results printed on the *Result Slips* sent to candidates by post. **The result printed on the *Result Slip* is final and conclusive.**
3. There is no results checking service by telephone/email.

G. TYPHOON/BAD WEATHER ARRANGEMENTS

As cancellation or postponement of an examination is a very serious matter, any decision to do so by the HKEAA will be made only when it is absolutely necessary. If weather conditions are at all doubtful (such as the possible issuing of a Typhoon Signal No. 8 or above or the issue of the Red or Black Rainstorm Signal), you should pay attention to the radio or television broadcast, or view the HKEAA website for examination schedules right up to the time you leave for the examination centre. It is important that you should note the following points:

1. under normal circumstances, the HKEAA's announcement of the postponement/cancellation of an examination will be made approximately two hours before the commencement of the examination;
2. the announcement of closure of schools due to a tropical cyclone or the issue of the Red or Black Rainstorm Signal does not necessarily imply the postponement/cancellation of an examination scheduled to be held on that day;
3. unless an announcement has been made by the HKEAA that the examination on that day has been postponed/cancelled due to bad weather conditions, you must assume that the examination will be conducted as originally scheduled. However, you should consider your personal safety first and if you have genuine difficulties in reaching the examination centre, you should contact the HKEAA before the examination begins (Tel: 3628 8731/3628 8787);
4. once an examination has started, it will continue for the full allotted time unless physical conditions in the examination centre are considered dangerous by the centre supervisor.
5. if, in case of typhoon/bad weather and that the examination has to be cancelled, the HKEAA or the EAA may, but is not obliged to, arrange for the candidates to take a re-scheduled examination. Candidates shall not object to the arrangements, and any requests for refunds or transfer of examination fee to another examination will not be entertained save in very exceptional circumstances supported by evidence and documents and subject to the approval of the EAA. Where an application for refund is approved, candidates will only be refunded the examination fee after deduction of the service fee charged per candidate by the HKEAA or 50% of the examination fee, whichever is the lower.

WARNING: IMPERSONATION AT AN EXAMINATION MAY LEAD TO DISQUALIFICATION FROM THE EXAMINATION AND/OR PROSECUTION FOR CRIMINAL OFFENCE(S).

**** Where discrepancy occurs, the latest version of "Instructions to Candidates" published by the Hong Kong Examinations and Assessment Authority shall be the definitive version.****

ENQUIRIES

LICENSING ENQUIRIES

Estate Agents Authority (EAA)

Enquiry Hotline:	2111 2777
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Website:	www.eaa.org.hk
Office Hours:	
Mondays to Fridays:	8:45 a.m. to 5:45 p.m. (open during lunch hour)
Saturdays, Sundays & General Holidays:	Closed

EXAMINATION REGISTRATION

Hong Kong Examinations and Assessment Authority (HKEAA)

International and Professional Examinations Division

Enquiry Hotline:	3628 8787 / 3628 8731
Address:	3/F, 17 Tseuk Luk Street San Po Kong, Kowloon, Hong Kong
Fax:	3628 8790
Website:	www.hkeaa.edu.hk
Office Hours:	
Mondays to Fridays:	8:30 a.m. to 5:00 p.m. (open during lunch hour)
Saturdays:	9:00 a.m. to 12:00 noon
Sundays & General Holidays:	Closed

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