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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
January 2012**

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, a partner, or a director of 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 an educational level of Form 5 of secondary education or its equivalent
 - have attained 18 years of age
 - have passed a qualifying examination within 12 months immediately before the date of application for grant of licence
 - be a "fit and proper" person (all relevant factors will be considered, such factors including (but not limited to) bankruptcy and criminal conviction).
- 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 ("Examinations Authority") to administer the Qualifying Examinations. All the examinations use paper-based formats.

- 2.4 The EAQE is held four times a year and the SQE is held six times a year.

PREPARATION

3. Syllabi and Suggested Reference Materials

- 3.1 The examination syllabi are set out in this Examination Handbook. The EAQE examination syllabus can be found in **Appendix 1** and the SQE examination syllabus in **Appendix 2**.
- 3.2 To prepare for the qualifying examinations, you may refer to the “Suggested reference materials for the Estate Agents and Salespersons Qualifying Examinations” supplied with the Entry Forms. To familiarize yourself with the requirements and the types of questions of the EAQE and SQE, you may browse the Sample Questions (in addition to those provided herein) for the qualifying examinations posted on the EAA website.

Some educational and training institutions, including some estate agencies, may offer various types of preparatory courses for candidates preparing 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 question book (i.e. English or Chinese) in the Entry Form.
- 4.2 The differences in format between the EAQE and SQE are highlighted below:

	EAQE	SQE
Number of questions	50 questions: Part 1 : 30 stand-alone questions Part 2 : 20 questions based on one or two case studies	50 questions: Part 1 : 40 stand-alone questions Part 2 : 10 questions based on one or two case studies
Examination time	3 hours	2 hours 30 minutes

4.3 To pass the examination, candidates must pass both Part I and Part 2¹. The pass mark for each part is 60%².

4.4 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. Moratorium on Re-sitting Examinations

5.1 There is no moratorium restriction for EAQE and SQE candidates.

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 Examinations Authority. The document contains important guides and is issued with 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.

¹ Deduction of marks for breach of examination regulations set out in the “Instructions to Candidates” will be taken from the candidates’ total score (i.e. the marks earned in both Part 1 and Part 2) of the examination papers. To pass the examination, these candidates must pass both Parts 1 and 2 and also obtain a pass mark (which is 60%) in their total score after deduction of mark(s).

² 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.

- 6.1.3 Entry Form and Application Procedure are obtainable from:
- (a) office of the EAA:
48/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
 - (b) offices of the Examinations Authority:
 - (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
- 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 Examinations Authority's International and Professional Examinations Division. (Note: Unless otherwise specified, all subsequent references to the Examinations Authority refer to this division.)

6.2 Submitting the Entry Form

- 6.2.1 Entry Forms must be submitted to the Examinations Authority 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 All examination and other fees paid are not refundable or transferable. Please refer to the Application Procedure for payment methods.
- 7.2 The examination fees are:
- EAQE : HK\$700
 - SQE : HK\$450

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

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 Examinations Authority	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 Examinations Authority	Subject to payment of an administration fee

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 Examinations Authority of any change of correspondence address, **or if you have still not received your Admission Form five days before the examination date.**
- 9.3 Two documents, entitled “Instructions to Candidates” (see **Appendix 6**) and “List of Approved Calculators” respectively, 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 Examinations Authority and the EAA will strictly enforce the requirements in the “Instructions to Candidates”.
- 9.4 A candidate who has duly registered should contact the Examinations Authority 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 Slip will be mailed out by the Examinations Authority to candidates about 3 to 5 weeks after the examination.
- 10.2 The EAA will post the examination results (of the candidates who have agreed to the posting of their examination result on-line) on its website (www.eaa.org.hk) about 2 to 3 weeks 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 in safe custody and not to disclose it to anyone. The examination results (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 Slip). 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 result printed on the Result Slip sent to candidates by post. The result printed on the Result Slip is final and conclusive.
- 10.3 There is no result checking service by telephone.
- 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;
 - being 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 Examinations Authority 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 Examinations Authority. 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 Examinations Authority 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.

Appendix 1

ESTATE AGENTS QUALIFYING EXAMINATION SYLLABUS

Preamble

Expectations

Estate Agents are expected to:

- have a basic knowledge of the background of the real estate agency trade and the various factors affecting it;
- understand the requirements of the Estate Agents Ordinance (“EAO”) and Estate Agents Authority (“EAA”);
- be conversant with EAA’s prescribed practice for property sales and be able to deal with a wide range of cases;
- have a basic knowledge of the laws governing real estate agency work and how they relate to practice;
- be able to understand the essential elements of different property-related information systems and to conduct and supervise others to conduct prescribed property searches;
- be aware of the basic classification and terminology of buildings, and the laws and technical concepts related to buildings;
- be aware of the basic principles of property valuation to the extent that they can comprehend the essential elements of a valuation report;
- understand tenancy laws and how they relate to practice; and
- 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.

Annotation system for levels of expectation

EAA has devised a coding system for each section of the syllabus to assist candidates’ understanding of the depth of knowledge expected to be shown in the examination.

Levels of expectation

(a) Depth of knowledge (3 levels)

W = awareness

K = basic knowledge

U = understanding, able to relate to the context of the industry

(b) Ability to make use of knowledge in practice (1 level)

P = application, able to perform correctly

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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.

(K) for the whole of Part 1

- 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 Problems of real estate practice in the absence of a specific ordinance to govern the practice, and 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.

(U, P) for the whole of Part 2

- 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) offenders
- 2.3.2 Definition of Salesperson
- 2.3.3 Application for licence
- 2.3.4 Renewal of licence
- 2.3.5 Suspension or revocation of licence
- 2.3.6 Duties of Estate Agents
 - 2.3.6.1 Information regarding properties
 - 2.3.6.2 Accounts regulations
 - 2.3.6.3 Effective control of offices
 - 2.3.6.4 Prohibited employment
 - 2.3.6.5 Notices of certain events (Section 40)
 - 2.3.6.6 Directors' liability
 - 2.3.6.7 Liability for moneys received
 - 2.3.6.8 Advertising
- 2.3.7 Estate Agency Agreement
 - 2.3.7.1 Requirements for making agreements
 - 2.3.7.2 Contents of agreements
- 2.3.8 Standard forms
 - 2.3.8.1 Estate Agency Agreement for vendor
 - 2.3.8.2 Estate Agency Agreement for purchaser
 - 2.3.8.3 Property Information Form
 - 2.3.8.4 Vendor's Statement
 - 2.3.8.5 Statutory Notices
- 2.3.9 Offences
 - 2.3.9.1 Offences by any person (Section 55(1))
 - 2.3.9.2 Offences by a licensee (Section 55(2))
 - 2.3.9.3 Penalties on Section 55 (1) offenders
 - 2.3.9.4 Penalties on Section 55
- 2.3.10 Appeal
 - 2.3.10.1 Categories of appeal
 - 2.3.10.2 Appeal panel and tribunals
 - 2.3.10.3 Appeal tribunal proceedings
- 2.3.11 Determination as regards commission
 - 2.3.11.1 Jurisdiction and procedures
 - 2.3.11.2 Appeals to District Court
 - 2.3.11.3 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 Regulations
 - 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 Guidelines for the sale of uncompleted property under the Consent Scheme
 - 2.6.2 Guidelines for internal sales

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.

(K) for the whole of Part 3

- 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
- Contract for real property
 - General ingredients
 - 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
 - 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
 - 3.7.2.1 Registrable instruments
 - 3.7.2.2 Priority of interests in land
 - 3.7.3 Housing Ordinance
 - 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 alienation (Section 17B)
 - 3.7.3.4 Alienation restrictions (Schedule)
 - 3.7.4 Personal Data (Privacy) Ordinance
 - 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)
 - 3.7.4.3 Direct marketing (Section 34)
 - 3.7.5 Unconscionable Contracts Ordinance

- 3.7.5.1 Circumstances under which unconscionability may be found (Section 6)
- 3.7.6 Prevention of Bribery Ordinance
 - 3.7.6.1 Bribery for giving assistance in regards to contract (Section 5)
 - 3.7.6.2 Corrupt transactions with agents (Section 9)
- 3.7.7 Misrepresentation Ordinance
 - 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)
- 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.

(U, P) for the whole of Part 4, unless otherwise specified

- 4.1 Technical terms and salient features of a land search:
 - 4.1.1 Property particulars: lease term, commencement of lease term, lease restrictions, memorial, court order
 - 4.1.2 Owner's particulars: name of owner, consideration
 - 4.1.3 Incumbrances: occupation permit, date of instrument, Deed of Mutual Covenant ("DMC")
 - 4.1.4 Types of ownership: sole owner, joint tenants/tenants in common, trustee
 - 4.1.5 Property as gift
- 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
 - 4.2.3 How to analyse a search document

- 4.2.3.1 Checklists for going over a search document
- 4.2.3.2 Most common complications spotted in a search: occupation date, cases of dispute, etc.
- 4.2.3.3 When a company search is necessary and items to be checked
- 4.2.3.4 When to resort to legal consultation
- 4.3 Publicly available statistical information (K)
 - 4.3.1 Basic statistics related to the real estate trade: population, age, number of households, wage/earnings, expenditure on housing
 - 4.3.2 Housing information
 - 4.3.2.1 Land population, land domestic households, house size (Housing Department)
 - 4.3.2.2 Government leases (Lands Department)
 - 4.3.2.3 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
 - 4.3.3 Transaction information (Land Registry)
 - 4.3.3.1 Sale and purchase agreements for building units and land
 - 4.3.3.2 Floor plan
 - 4.3.3.3 Rental information
- 4.4 Access to other land/property information systems (K)
 - 4.4.1 Commercial property information providers
 - 4.4.2 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.

(W) for the whole of Part 5

- 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
 - 5.2.1 Land use zoning
 - 5.2.2 Planning permission
- 5.3 Buildings Ordinance
 - 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 Deed of Mutual Covenant ("DMC")
 - 5.6.2 Essential elements of property management
 - 5.6.3 Building Management Ordinance
- affecting supply
- 6.2.2 Factors affecting demand
- 6.3 Different possible values of landed property
 - 6.3.1 Open 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
 - 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 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.

(W) for the whole of Part 6

- 6.1 Definition of value
- 6.2 Demand for and supply of landed property
 - 6.2.1 Factors and mechanisms

Part 7: Leasing and tenancy matters

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

(U, P) for the whole of Part 7

- 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

- 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
- 8.3 Observation of other Ordinances
 - 8.3.1 Companies Ordinance, Partnership Ordinance, Employment Ordinance, Ordinances in respect of equal opportunity (where applicable)
- 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

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.

(U, P) for the whole of Part 8

Appendix 2

SALESPERSONS QUALIFYING EXAMINATION SYLLABUS

Preamble

Expectations

Salespersons are expected to:

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

Annotation system for levels of expectation

EAA has devised a coding system for each section of the syllabus to assist candidates’ understanding of the depth of knowledge expected to be shown in the examination.

Levels of expectation

(a) Depth of knowledge (3 levels)

W = awareness

K = basic knowledge

U = understanding, able to relate to the context of the industry

(b) Ability to make use of knowledge in practice (1 level)

P = application, able to perform correctly

Part 1: Introduction to the real estate agency industry in Hong Kong

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

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(W) for the whole of Part 1

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 Problems of real estate practice in the absence of a specific ordinance to govern the practice and 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.

(K, P) for the whole of Part 2

- 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 Application for licence
 - 2.3.3 Renewal of licence
 - 2.3.4 Suspension or revocation of licence
 - 2.3.5 Duties: information regarding properties and transactions, Section 40(1) notice, liability for monies received, advertising

- 2.3.6 Standard forms: requirements for making agreements, contents of agreements, Estate Agency Agreement for vendor, Estate Agency Agreement for purchaser, Property Information Form, Vendor's Statement
- 2.3.7 Offences by Salespersons (Section 55)
- 2.3.8 Appeal
 - 2.3.8.1 Categories of appeal
 - 2.3.8.2 Appeal panel and tribunals
 - 2.3.8.3 Appeal tribunal proceedings
- 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 Regulations
 - 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 Guidelines for sale of uncompleted property under the Consent Scheme
 - 2.6.2 Guidelines for internal sales

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.

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(W) for the whole of Part 3

- 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
 - 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
 - 3.7.2.1 Registrable instruments
- 3.7.3 Housing Ordinance
 - 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 alienation (Section 17B)
 - 3.7.3.4 Alienation restrictions (Schedule)
- 3.7.4 Personal Data (Privacy) Ordinance
 - 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)
 - 3.7.4.3 Direct marketing (Section 34)
- 3.7.5 Unconscionable Contracts Ordinance (Section 6)
- 3.7.6 Prevention of Bribery Ordinance (Sections 5 and 9)
- 3.7.7 Misrepresentation Ordinance (Section 3)
- 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.

(W) for the whole Part of 4, unless otherwise specified

- 4.1 Technical terms and salient features of a land search
 - 4.1.1 Property particulars: lease term, commencement of lease term, lease restrictions, memorial, court order
 - 4.1.2 Owner particulars: name of owner, consideration
 - 4.1.3 Incumbrances: occupation permit, date of instrument, Deed of Mutual Covenant (“DMC”)

- 4.1.4 Types of ownership: sole owner, joint tenants/tenants in common, trustee
- 4.1.5 Property as gift
- 4.2 Land search (*P*)
 - 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
 - 4.2.3 How to analyse a search document
 - 4.2.3.1 Checklists for going over a search document
 - 4.2.3.2 Most common complications spotted in a search: occupation date, cases of dispute etc.
 - 4.2.3.3 When a company search is necessary and items to be checked
 - 4.2.3.4 When to resort to legal consultation
- 4.3 Publicly available statistical information
 - 4.3.1 Basic statistics related to the real estate trade: population, age, number of households, wage/earnings, expenditure on housing
 - 4.3.2 Housing information
 - 4.3.2.1 Land population, land domestic household, house size (Housing Department)
 - 4.3.2.2 Government lease (Lands Department)
 - 4.3.2.3 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
 - 4.3.3 Transaction information (Land Registry)
 - 4.3.3.1 Sale and purchase agreements for building units and land
 - 4.3.3.2 Floor plan
 - 4.3.3.3 Rental information
- 4.4 Access to other land/property information systems
 - 4.4.1 Commercial property information providers
 - 4.4.2 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.

(W) for the whole of Part 5

- 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
 - 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 Deed of Mutual Covenant (“DMC”)
 - 5.4.2 Essential elements of property management
 - 5.4.3 Building Management Ordinance

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).

(K, P) for the whole of Part 6

- 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) the "Ordinance" shall mean the Estate Agents Ordinance.
- (h) a gender shall include the opposite and the neuter gender.
- (i) 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.

- (e) "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.

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 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 \$1.1 million, a dual agent takes the initiative to advertise the property for a "may try" price of \$0.8 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 2009. 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 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 2009, 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 realized 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 \$1 million, which was recorded in Form 3. Sales phoned Banker Q who gave a verbal valuation of \$850,000 only. Au said he would not sell Property A for anything less than \$900,000. XYZ's computer record showed that in the past month two nearby comparable properties fetched \$840,000 and \$850,000 respectively, and Sales considered it a waste of valuable marketing resources to advertise Property A for \$1 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 \$700,000 alongside a list price of \$1 million in *Property Post*. The day after Property A was advertised Sales received an offer of \$840,000 from Client A. The following day Client B offered \$850,000, 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.

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 authorization.
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**).

List of Annexes:

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

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 2008

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: 15/04/2009 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 15/04/2009 08:30 之資料
THE INFORMATION SET OUT BELOW CONTAINS PARTICULARS OF THE PROPERTY UP TO 08:30 ON 15/04/2009.

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 :

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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

物業涉及的轉轉

INCUMBRANCES

<u>註冊摘要編號</u> MEMORIAL NO.	<u>文件日期</u> DATE OF INSTRUMENT	<u>註冊日期</u> DATE OF REGISTRATION	<u>文件性質</u> NATURE	<u>受惠各方</u> IN FAVOUR OF	<u>代價</u> CONSIDERATION
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	
08121546435763	20/ 11/ 2008	15/ 12/ 2008	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 2008	

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 2009

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 2008

We are in receipt of your letter of 20 January 2009, 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.08121546435763
- 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.08121546435763 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 2009, 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. 39 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:
- A. not inform Au of offers below \$900,000
 - B. inform Au of Client B's offer only
 - * C. inform Au of the offers received from Clients A and B in the order he received them

- D. inform Au of Client B's offer and then Client A's offer
- E. wait for Client C's offer and then inform Au of all the three offers received in the order he received them

- A. (i) only
- B. (ii) only
- C. (iii) only
- * 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) \$1 million
- (ii) \$850,000
- (iii) \$700,000

- * A. (i) only
- B. (i) and (ii) only
- C. (i) and (iii) only
- D. (ii) and (iii) only
- E. (i), (ii) and (iii)

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

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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 balance of purchase price is sufficient to discharge all mortgages and charges
- (iii) Not to be released until a land search is available

- 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

6:00 p.m. – 9:00 p.m. (3 hours)

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1. 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.
2. ANSWER **ALL** QUESTIONS. All answers should be marked as instructed on the **Answer Sheet**.
3. Part I (Question 1 to Question 30) carries 60 marks and Part II (Question 31 to Question 50) carries 40 marks.
4. You may give only ONE answer for each question. NO MARK will be scored for any question with more than one answer.
5. You may not leave during the first 75 minutes or the last 30 minutes of the examination.
6. This **Question Book**, the **Answer Sheet** and any other papers shall not be taken away from this examination hall.

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

Candidate No.	
Seat No.	

SALESPERSONS QUALIFYING EXAMINATION
QUESTION BOOK

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

1. 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.
2. **ANSWER ALL QUESTIONS. All answers should be marked as instructed on the Answer Sheet.**
3. Part I (Question 1 to Question 40) carries 80 marks and Part II (Question 41 to Question 50) carries 20 marks.
4. You may give only ONE answer for each question. NO MARK will be scored for any question with more than one answer.
5. You may not leave during the first 75 minutes or the last 30 minutes of the examination.
6. This **Question Book**, the **Answer Sheet** and any other papers shall not be taken away from this examination hall.

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

(Answer Sheet sample)



地產代理監管局
ESTATE AGENTS AUTHORITY

答題紙 ANSWER SHEET

須用 H.B. 鉛筆填寫
USE AN H.B. PENCIL ONLY

PLEASE MARK YOUR ANSWERS HERE

請將答案填在此答題紙上

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

(4) 考生編號 Candidate No.							
0	0	0	0	0	0	0	0
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9

(5) 座位編號 Seat No.		
0	0	0
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9

(6) 試場編號 Centre No.			
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

(7) 考試編號 Exam. Code
地產代理 EA
答葉頁 SP

(8) 作答語文 Language Version
中文 CHI
英文 ENG

考生須照下圖所示填劃答案：



使用潔淨膠擦將錯填答案徹底擦去。

切勿摺皺此答題紙

Mark your answers as follows:



Wrong marks should be completely erased with a clean rubber.

DO NOT FOLD THIS SHEET

1	A	B	C	D	E	26	A	B	C	D	E	51	A	B	C	D	E	76	A	B	C	D	E
2	A	B	C	D	E	27	A	B	C	D	E	52	A	B	C	D	E	77	A	B	C	D	E
3	A	B	C	D	E	28	A	B	C	D	E	53	A	B	C	D	E	78	A	B	C	D	E
4	A	B	C	D	E	29	A	B	C	D	E	54	A	B	C	D	E	79	A	B	C	D	E
5	A	B	C	D	E	30	A	B	C	D	E	55	A	B	C	D	E	80	A	B	C	D	E
6	A	B	C	D	E	31	A	B	C	D	E	56	A	B	C	D	E	81	A	B	C	D	E
7	A	B	C	D	E	32	A	B	C	D	E	57	A	B	C	D	E	82	A	B	C	D	E
8	A	B	C	D	E	33	A	B	C	D	E	58	A	B	C	D	E	83	A	B	C	D	E
9	A	B	C	D	E	34	A	B	C	D	E	59	A	B	C	D	E	84	A	B	C	D	E
10	A	B	C	D	E	35	A	B	C	D	E	60	A	B	C	D	E	85	A	B	C	D	E
11	A	B	C	D	E	36	A	B	C	D	E	61	A	B	C	D	E	86	A	B	C	D	E
12	A	B	C	D	E	37	A	B	C	D	E	62	A	B	C	D	E	87	A	B	C	D	E
13	A	B	C	D	E	38	A	B	C	D	E	63	A	B	C	D	E	88	A	B	C	D	E
14	A	B	C	D	E	39	A	B	C	D	E	64	A	B	C	D	E	89	A	B	C	D	E
15	A	B	C	D	E	40	A	B	C	D	E	65	A	B	C	D	E	90	A	B	C	D	E
16	A	B	C	D	E	41	A	B	C	D	E	66	A	B	C	D	E	91	A	B	C	D	E
17	A	B	C	D	E	42	A	B	C	D	E	67	A	B	C	D	E	92	A	B	C	D	E
18	A	B	C	D	E	43	A	B	C	D	E	68	A	B	C	D	E	93	A	B	C	D	E
19	A	B	C	D	E	44	A	B	C	D	E	69	A	B	C	D	E	94	A	B	C	D	E
20	A	B	C	D	E	45	A	B	C	D	E	70	A	B	C	D	E	95	A	B	C	D	E
21	A	B	C	D	E	46	A	B	C	D	E	71	A	B	C	D	E	96	A	B	C	D	E
22	A	B	C	D	E	47	A	B	C	D	E	72	A	B	C	D	E	97	A	B	C	D	E
23	A	B	C	D	E	48	A	B	C	D	E	73	A	B	C	D	E	98	A	B	C	D	E
24	A	B	C	D	E	49	A	B	C	D	E	74	A	B	C	D	E	99	A	B	C	D	E
25	A	B	C	D	E	50	A	B	C	D	E	75	A	B	C	D	E	100	A	B	C	D	E

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>	(1) Entry Form – completed and signed	(1) -
		(2) Examination fee receipt issued by 7-Eleven convenient store – glued or taped to the specified space in the Entry Form	(2) -
		(3) Hong Kong Identity Card or valid passport – clear photocopy	(3) Applicants applying in person need only produce their identity document, photocopy not required
		(4) Envelope cover marked: “Qualifying Examination for Estate Agents/Salespersons”	(4) for postal registration only

Appendix 6

INSTRUCTIONS TO CANDIDATES

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

A. CHECK YOUR ADMISSION FORM

1. You should 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, please make an immediate written request to the International and Professional Examinations Division of the Hong Kong Examinations and Assessment Authority (“HKEAA”) for investigation and amendment at least five 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.

B. 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 raising of a Typhoon Signal No. 8 or above or the issue of the Rainstorm Red or Black Warning), you should listen to the radio or television broadcasting stations for examination schedules right up to the time you leave for the examination centre. It is important that you should note the following four points:

1. under normal circumstances, the HKEAA’s announcement of the postponement/cancellation of an examination will be made at least

- 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 Rainstorm Red or Black Warning 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.

C. 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. Candidates are requested not to call the school office of the examination centre. Candidates must take the examination at the examination centre specified on their *Admission Form*. **Candidates who attend an incorrect examination centre will have 5 marks deducted.**

2. You must arrive at the examination centre **10-15 minutes before the commencement of the examination.** The qualifying examinations begin at 6:00 p.m..
3. You should bring your *Admission Form* to the examination centre. The centre supervisor may refuse to admit a candidate who has not brought along his *Admission Form* or his Hong Kong Identity Card/Passport.
4. Candidates will not be provided with writing instruments or calculators. Hence, you should bring along
 - • H.B. pencils, a soft rubber and a pencil sharpener
 - Electronic calculator (please refer to Section E)
5. **Candidates are not allowed to use any dictionaries** (including the "Glossary of Terms for the Estate Agency Industry" issued by the Estate Agents Authority ("EAA")) during the examination.
6. 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*.
7. (a) If you arrive no more than 45 minutes late, 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 45 minutes**, unless the centre supervisor determines otherwise.
 - (c) Even if a candidate is admitted to the examination centre after 45 minutes, such a candidate will be disqualified from the examination and no mark for the examination will be given to him unless the EAA is satisfied by the candidate that there are very exceptional circumstances justifying his lateness.
- (d) **You may not leave the examination centre during the first 75 minutes or during the last 30 minutes of the examination session.** If you wish to leave the examination centre during the permitted time, you should first 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. You should then raise your hand to summon an invigilator. You may leave the examination centre only when the invigilator has signified his/her assent.
8. You are advised not to leave study materials and personal property outside the entrance of the examination centre because there is risk of having such items stolen. The examination centre and the HKEAA will not be responsible for the loss of such items. If you have books, dictionaries, notes and telecommunication devices, e.g. pagers and mobile phones, you must bring a bag that can be properly closed with a zip/buckles etc. to hold these items. The bag must be small enough to be placed under the chair or in an area assigned by the centre supervisor/invigilator. However, the HKEAA will not be responsible for safekeeping your belongings. The bag must be properly closed before the examination begins. You will not be allowed to take out any materials from your bag during the examination. If unauthorised articles, such as books, dictionaries, notes, paper, notebooks, diaries, pencil box, mobile phones, pagers, camera devices/equipment, electronic dictionaries, scanner pen and other electronic devices which

can store and/or display texts (including databank watches) are found on/in your desk, on your person or in your pockets, you may be disqualified from the examination. If you need to bring a pencil box into the examination centre, you must place the content on your desk and put the empty box under the chair.

9. You must switch off all mobile phones, pagers, watches with alarms, and similar devices. You should note that mobile phone alarms sometimes still sound off even when the phone is switched off. You should deactivate the alarm function before switching off the phone.
10. You are forbidden to smoke anywhere in the examination centre. You may be asked to leave the examination centre immediately if you smoke during an examination.
11. You are advised to use public transport as parking facilities will not be available in the examination centre.

D. DURING THE EXAMINATION

1. Once you are settled in your seat, you should place your *Admission Form* and Hong Kong Identity Card on the top right-hand corner of your desk and leave them there throughout the examination to make it easy for your identity to be verified by the invigilator. If you do not have your *Admission Form*, report to an invigilator immediately. You should also keep the *Admission Form* from damage 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. Candidates should not write their names on the question books or answer sheets.
3. When you receive your question book, check to see that you have

been given the correct paper and language version. However, you must not turn over the pages of the question book or start working until you are instructed to do so. Candidates will only be provided with the question books in the language opted by the candidates in the *entry forms*.

4. A table of stamp duty rates will be provided in the question book for candidates' reference.
5. Answer sheets will be marked by an optical mark reader. In filling in the boxes on the multiple-choice answer sheet, you should aim to fill in the box completely with a dark line by a blunt HB pencil. You may only mark ONE answer to each question. You will score no marks for marking two or more answers to the same question. It is also important to rub out completely any answers you wish to change, so you should use 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 boxes on your 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*
You may copy the relevant information from your *Admission Form* and the question book cover.
* In addition, you have to blacken the boxes in (4), (5), (6), (7) and (8) with an HB pencil. You should also write your candidate number and seat number in the spaces provided on the question book cover.
7. The multiple-choice 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.

E. CALCULATORS

1. Candidates should bring electronic calculators for the examination.
2. Candidates must ensure that the calculators they use are of the types specifically allowed to be used in examinations. Please refer to the "List of Approved Calculators" for detailed information.
3. Candidates must ensure the carrying cases of their calculators do not contain any papers (such as instruction manuals) and that no external storage media or programs (e.g. card, tape, disc, smartcard, plug-in modules) which are not an integral and fixed part of the device are taken into the examination centre.
4. The candidate is responsible for ensuring that any stored data or programs are erased before the calculator is taken into the examination centre.
5. A candidate may not share or borrow another candidate's calculator once the examination is in progress.
6. Candidates should note that no help can be expected from the centre supervisor or invigilator should the calculator fail to function properly for any reason and that no allowance whatsoever will be given for any mistakes consequential to the faults in a calculator.

F. END OF EXAMINATION

All question books must be given up to the invigilators. All answer sheets must be surrendered. No material distributed to you can be taken out of the examination centre at any time during or after the examination.

1. When the supervisor calls time is up, immediately stop writing and place your pencil down. Remain seated while the invigilators are collecting your materials. Wait until the supervisor has checked and counted all the question books and answer sheets. When all the materials have been collected, the supervisor will announce your dismissal.
2. You may be disqualified from the examination if you do not follow the instructions given by the centre supervisor.

G. 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 mark deduction:

1. Obtaining knowledge of contents of question books prior to the examination.
2. Copying from notes, books or electronic devices brought into the examination centre or from the work of other candidates. (N.B.: Possession of unauthorized material on/in the examination desk or on your person will be considered sufficient grounds for a charge of premeditated cheating and this will lead to disqualification.)
3. Copying or retaining any information relating to examination questions and/or answers.
4. Communicating or attempting to communicate in any form with persons inside or outside the

examination centre during an examination session.

5. Operating any mobile communication device in the examination centre. Candidates who speak or communicate on or use any mobile communication device or electronic device other than an electronic calculator as permitted under paragraph E during an examination are required to leave the examination centre immediately and will not be allowed to continue with an examination.
6. Allowing mobile phones, pagers, watches or other devices to emit sound during an examination. [N.B. Two marks will be deducted for an initial breach. Heavier sanction(s) will be imposed for a further breach(es).]
7. Starting to read and/or work on the question book before being instructed to do so or continuing to write after being told to stop writing at the end of an examination session. [A minimum of 2 marks will be deducted for such a breach.]
8. 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.
9. Removing or tearing off any sheets from the question book.
10. Impersonating or attempting to impersonate or permitting such act, cheating or participating in any unfair practice at the examination.
11. Deliberately disturbing or causing a nuisance to other candidates.
12. Disobeying the instructions of the centre supervisor or an invigilator.
13. Leaving, or attempting to leave the examination centre during the first 75 minutes of the examination or within 30 minutes before the end of the examination.

H. PUBLICATION OF EXAMINATION RESULTS

1. *Result Slip* will be mailed out by the HKEAA to candidates about 3 to 5 weeks after the examinations.
2. The EAA will post the examination results (of the candidates who have agreed to the posting of their examination result on-line) on its website (www.eaa.org.hk) about 2 to 3 weeks 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 in safe custody and not to disclose it to anyone. The examination results (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 Slip*). 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 result printed on the *Result Slip* 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.

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
Fax: 2598 9596 / 2598 9597
Address: 48/F, Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong
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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