

Safe Standard® – Country Annex: Hong Kong / 香港特別行政區 (2025.1 Public Template)

Valid only for rentals occurring within Hong Kong.

ENGLISH VERSION

1. National Legal Basis Relevant Hong Kong laws: • Contract Law (common-law based) • Sale of Goods Ordinance (Cap. 26) • Supply of Services (Implied Terms) Ordinance (Cap. 457) • Consumer Goods Safety Ordinance (Cap. 456) • Electronic Transactions Ordinance (Cap. 553) • Personal Data (Privacy) Ordinance – PDPO (Cap. 486) • Hong Kong civil procedure (District Court & High Court) Jurisdiction: Hong Kong courts unless parties agree otherwise. Private rental agreements are fully valid under Hong Kong contract law.
2. Tax and Reporting Hong Kong does NOT impose VAT/GST. Rental income: • Taxed under Profits Tax if rental activity is considered a business Record keeping: 7 years (Inland Revenue Department – IRD).
3. Liability and Insurance Liability requires: • negligence or breach • actual provable damage • causation Gross negligence or intentional misconduct cannot be excluded. Safe Standard® limits: • 270 USD per rental • 900 USD Mobility (Valid unless overridden by Hong Kong mandatory law) Recommended insurance: • Public liability insurance • Business/equipment insurance
4. Consumer Rights & Withdrawal Hong Kong has no EU-style 14-day withdrawal rule. Refund rules: • Before handover: per agreement • After handover: only if item is unsafe, defective, or unusable
5. Data Protection Applicable law: • Personal Data (Privacy) Ordinance (PDPO) Safe Standard® stores no personal data; Stripe processes payment information externally. Authority: Office of the Privacy Commissioner for Personal Data (PCPD).
6. Enforcement & Cross-Border Cases Disputes handled by Hong Kong civil courts. Foreign judgments may require formal recognition. Arbitration allowed with written agreement.
7. Use of Templates in Hong Kong Annex is internal reference only. Steps: 1. Rental Agreement (Country: Hong Kong) 2. Focus Checklist at handover 3. Photo Rule — No notes = No damage = No photos 4. Use Damage Invoice if needed 5. Annex is NOT shared with the renter.

中文版本

1. 法律依據 相關法律：• 合同法（普通法體系）• 貨品售賣條例（第 26 章）• 提供服務（默示條款）條例（第 457 章）• 消費品安全條例（第 456 章）• 電子交易條例（第 553 章）• 個人資料（私隱）條例 PDPO（第 486 章）
2. 稅務與記錄 香港無增值稅 / 商品服務稅。記錄保存：7 年。
3. 責任與保險 限額：• 270 USD 每次租賃 • 900 USD Mobility
4. 消費者權益 固定日期服務無 14 天冷靜期。
5. 資料保護 遵循 PDPO。
6. 執行 外地判決需申請承認。
7. 使用方式 本附錄僅供出租方內部使用，不提供給承租人。