



Survey and Mapping Office (SMO)

Lands Department

The Government of the Hong Kong Special Administrative Region

Terms and Conditions for Using Government Cadastral Survey Record

1. The Survey and Mapping Office of the Lands Department of the Government of the Hong Kong Special Administrative Region (the “Government”) possesses the materials described below:-
 - (a) Survey records including Lot Index Plans, Land Boundary Plans prepared by the SMO, Survey Record Plans prepared by the SMO, Original Field Sheets / Double Lot Sheets, DD / SD Sheet Retraces, DD Control Sheets, House Lot Plans / Retraced House Lot Plans, “A” Sheets / “B” Sheets / Cadastral Survey Sheets, Field Area Statements, Boundary Stone Books and Computation Folders prepared by the SMO (“SMO Records”); and
 - (b) Land Boundary Plans, Survey Record Plans and Survey Reports collected through voluntary submission by Authorized Land Surveyors registered under the Land Survey Ordinance (Cap. 473) or Registered Professional Surveyors of Land Surveying Division registered under the Surveyors Registration Ordinance (Cap. 417), and Land Boundary Plans and Survey Record Plans collected under the Land Survey Ordinance (Cap. 473) (“Third Party Materials”).
2. The SMO has scanned or converted the SMO Records and Third Party Materials to become collectively Cadastral Survey Records (“CSR”).
3. The Government owns the intellectual property rights subsisting in the SMO Records at all times. Customers who purchase the SMO Records in the form of CSR shall be bound by the conditions as follows.
 - (a) The customer must apply to and obtain from the Government prior written consent on a case-by-case basis subject to the payment of a fee to the Government if the customer intends to incorporate or copy (whether on hardcopy, in digital form or in any other form in whatever media), make available to the public, adapt, distribute to any third party (with or without charges) or otherwise use the SMO Records in the form of CSR, or any part thereof, in any way other than that permitted in Clause 3(b) below, or for any purpose other than that permitted in Clause 3(b) below. To obtain the requisite consent, please contact the SMO Map Publications Centre, Hong Kong at 2231 3187 (Tel), 2116 0774 (fax) or smosale1@landsd.gov.hk (email).
 - (b) The customer may reproduce or adapt the SMO Records in the form of CSR, or any part thereof, in whole or in part, for the customer’s personal use, in any format, without charge, subject to the following conditions: (i) such material must not be used in a manner adversely affecting the moral rights of the Government; and (ii) the source of such material must be identified and the Government must be acknowledged as the intellectual property rights owner of such material. The Government reserves the right to withdraw any such permission at any time without any prior notice.
4. Customers who purchase the Third Party Materials in the form of CSR shall not do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) in respect of their received or downloaded copy of the Third Party Materials (including but not limited to making further copies of them and making an adaptation of them), unless they have obtained the requisite consent of the relevant intellectual property rights owner(s) of the purchased Third Party Materials in the form of CSR.

5. Customers shall not use the CSR or any part thereof for any activity which is unlawful or illegal, or which is objectionable as determined by the Government absolutely. In particular, the CSR or any part thereof shall not be used in any way or for any purpose in violation of any provision of the Copyright Ordinance (Cap. 528).
6. Customers as referred to in this Terms and Conditions shall have separate legal personality and the capacity to enter into this Terms and Conditions.
7. All money paid to the Government under this Terms and Conditions shall not be refundable, in any circumstances, whether in part or in whole for any reason whatsoever.
8. For the avoidance of doubt, in the event that this Terms and Conditions is terminated for whatsoever reason, the customer shall immediately cease to use the CSR or any part thereof or any copy thereof in any medium or in any form, otherwise he/she/it may be liable for any infringement of the Government's intellectual property rights and may be called upon to compensate the Government for any loss or damage.
9. The Government gives no warranty that the CSR or any part thereof is error-free and the Government shall in no way be held liable for any loss or damage which may be caused to and suffered by the customer or any other person arising from the use of the CSR or any part thereof.
10. Except as expressly provided in this Terms and Conditions, no warranty, condition, undertaking or term expressed or implied is given or assumed by the Government.
11. This Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of Hong Kong.
12. The parties hereby declare that nothing in this Terms and Conditions confers or purports to confer on any third party any benefit or any right to enforce any term of this Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
13. In the event of any inconsistency or ambiguity between the English version and the Chinese version of this Terms and Conditions, the English version shall prevail.



使用政府地籍測量記錄的條款及條件

1. 香港特別行政區政府(下稱「政府」)地政總署測繪處(下稱「測繪處」)管有下述資料：
 - (a) 測量記錄，包括地段索引圖、測繪處製備的土地界線圖及測量記錄圖、外業記錄表正本／丈量圖原圖、重描的丈量約份圖／測量約份圖、丈量約份控制圖、屋地圖則／重描的屋地圖則、‘A’圖／‘B’圖／地籍測量圖、田地面積記錄、界石冊和測繪處製備的計算檔案(以下統稱為「測繪處記錄」)；以及
 - (b) 由根據《土地測量條例》(第 473 章)註冊為認可土地測量師，或根據《測量師註冊條例》(第 417 章)註冊為土地測量組別的註冊專業測量師自願提交的土地界線圖、測量記錄圖及測量報告，以及根據《土地測量條例》(第 473 章)收集所得的土地界線圖及測量記錄圖(以下統稱為「第三者資料」)。
2. 測繪處以掃描或轉換格式等方式，處理測繪處記錄及第三者資料後，所製成的材料統稱為「地籍測量記錄」。
3. 政府在任何時間均持續擁有測繪處記錄的知識產權權利。客戶如購買轉換成地籍測量記錄的測繪處記錄，必須受下述條件約束：
 - (a) 客戶如欲採用下文第3(b)條准許方式以外的任何其他方式，把轉換成地籍測量記錄的測繪處記錄或其任何部分，納入或複製(不論以印刷本、數碼形式，還是任何其他形式的媒體存錄)，提供予公眾，改編，分發予任何第三者(以免費或收費方式)，或以其他方式使用該等資料，或把該等資料作下文第3(b)條准許用途以外的任何其他用途，都必須就每宗個案的情況，事先向政府申請和取得書面同意，並向政府繳交費用。客戶如要取得所需同意書，請與測繪處轄下香港地圖銷售處聯絡(電話：2231 3187；傳真：2116 0774；電郵：smosale1@landsd.gov.hk)。
 - (b) 客戶可把轉換成地籍測量記錄的測繪處記錄或其任何部分的全部或部分，以任何形式免費複製或改編作個人用途，惟須遵守以下條件：(i)使用該等資料不得對政府的精神權利有不利影響；以及(ii)必須註明資料來源，並聲明政府為資料的知識產權權利擁有人。政府保留權利隨時撤回上述許可而無須事先給予通知。

4. 客戶如購買轉換成地籍測量記錄的第三者資料，在收到或下載所購得的資料後，不得作出《版權條例》(第 528 章)第 22 至 29 條所訂明受版權限制的任何作為(包括但不限於製作該等資料的複製本或改編本)；但客戶如已就所購買的第三者資料向相關知識產權權利擁有人取得所需的同意，則屬除外。
5. 客戶不得把地籍測量記錄或其任何部分，用於任何違法或非法的活動，亦不得用於政府認為不良的活動，特別是不得以任何方式或以作任何用途，違反《版權條例》(第 528 章)的條文。何謂「不良的活動」，概由政府斷定。
6. 本條款及條件所指的客戶，必須具有獨立的法人地位，亦須具有履行本條款及條件的行為能力。
7. 在任何情況下，根據本條款及條件向政府支付的所有款項，一概不會基於任何理由獲全數或部分發還。
8. 為免生疑問，現特申明，如本條款及條件因任何理由而終止，客戶必須立即停止於任何媒體或以任何方式使用地籍測量記錄或其任何部分或複本，否則可能須為侵犯政府的知識產權權利承擔法律責任，並可能被要求補償政府所蒙受的任何損失或損害。
9. 政府不保證地籍測量記錄或其任何部分準確無誤，而且不論客戶或任何其他人因使用地籍測量記錄或其任何部分而可能造成和蒙受損失或損害，政府均無須承擔法律責任。
10. 除本條款及條件另有明文規定外，政府並無作出或假設任何明示或隱含的保證、條件、承諾或條款。
11. 本條款及條件須受香港法律規限，並按照香港法律詮釋。本條款及條件所涉各方均同意接受香港法院的獨有司法管轄權管轄，而且一經同意，便不能撤回。
12. 本條款及條件所涉各方現謹聲明，本條款及條件並無賦予或無意賦予任何第三方任何利益或任何權利，使其可依據《合約(第三者權利)條例》(第 623 章)，執行本條款及條件之中的任何條款。
13. 如本條款及條件的中英文版有任何相牴觸或不相符之處，概以英文版為準。