



CONSTRUCTION
INDUSTRY COUNCIL
建造業議會



REFERENCE MATERIALS

COMPETITION LAW FOR THE CONSTRUCTION INDUSTRY: DOS AND DON'TS

Disclaimer

Whilst reasonable efforts have been made to ensure the accuracy of the information contained in this publication, the CIC nevertheless would encourage readers to seek appropriate independent advice from their professional advisers where possible and readers should not treat or rely on this publication as a substitute for such professional advice for taking any relevant actions.

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Preface

The Construction Industry Council (CIC) is committed to seeking continuous improvement in all aspects of the construction industry in Hong Kong. To achieve this aim, the CIC forms Committees, Task Forces and other forums to review specific areas of work with the intention of producing Alerts, Reference Materials, Guidelines and Codes of Conduct to assist participants in the industry to strive for excellence. The CIC appreciates that some improvements and practices can be implemented immediately whilst others may take more time to adjust. It is for this reason that four separate categories of publication have been adopted, the purposes of which are as follows:

Alerts	Reminders in the form of brief leaflets produced quickly to draw the immediate attention of relevant stakeholders the need to follow some good practices or to implement some preventative measures in relation to the industry.
Reference Materials	Reference Materials for adopting standards or methodologies in such ways that are generally regarded by the industry as good practices. The CIC recommends the adoption of these Reference Materials by industry stakeholders where appropriate.
Guidelines	The CIC expects all industry participants to adopt the commendations set out in such Guidelines and to adhere to such standards or procedures therein at all times. Industry participants are expected to be able to justify any course of action that deviates from those recommendations.
Codes of Conduct	Under the Construction Industry Council Ordinance (Cap 587), the CIC is tasked to formulate codes of conduct and enforce such codes. The Codes of Conduct issued by the CIC set out the principles that all relevant industry participants should follow. The CIC may take necessary actions to ensure compliance with the Codes.

If you have attempted to follow this publication, we do encourage you to share your feedback with us. Please take a moment to fill out the Feedback Form attached to this publication in order that we can further enhance it for the benefit of all concerned. With our joint efforts, we believe our construction industry will develop further and will continue to prosper for years to come.

Purpose

The objective of these “Dos and Don'ts” is to ensure that participants in the construction industry comply with Hong Kong competition law.

The Construction Industry Council encourages the upholding of professionalism and integrity within the industry through self-discipline. These “Dos and Don'ts” set out the relevant principles that all industry participants are expected to follow.

Do not assume that these “Dos and Don'ts” deal with competition law exhaustively. Should there be any doubt if a particular conduct or action is inconsistent with competition law, seek legal advice.

Key

	Green – Do.
	Amber – Hesitate. Conduct under this category may be possible when done correctly, but in some cases may contravene competition law. Seek legal advice prior to acting.
	Red – Do not.

1 COMPLIANCE WITH COMPETITION LAW – OVERVIEW

1.1 Comply

1.1.1 Comply in all respects with competition law, including the Competition Ordinance (Chapter 619) and any Guidelines and notices issued by the Competition Commission.

1.1.2 Compete vigorously but independently. Independently determine the policies and practices which you intend to adopt in the market, including as regards price, product quality, output, business strategy and which projects you intend to tender for.

1.1.3 Lodge a complaint or query with the Competition Commission if you suspect that a competitor, supplier, customer or any other party has contravened, is contravening or is about to contravene competition law.

1.2 Procedures for compliance

1.2.1 Develop a competition law compliance policy and risk management protocols.

1.2.2 Review business practices, particularly with respect to areas where there is a risk that serious anti-competitive conduct may arise. For example, the construction industry has often been investigated in other jurisdictions for bid-rigging and cover pricing practices and it would be advisable to review your practices in this area.

1.2.3 Review commercial contracts and arrangements to determine whether there are any “red flag” provisions that need to be assessed against competition law. In particular, it is advisable to review any restrictions placed on competitors and on customers which are competitors in downstream markets. It is also advisable to review the duration and geographic scope of exclusive supply or purchase contracts.

1.2.4 Senior management, especially the board, should demonstrate an unequivocal commitment to competition law compliance.

1.2.5 Raise awareness of competition law within the organisation at all levels – competition law can be infringed by even very junior members of staff. In particular, train relevant staff who may interact with competitors and customers, those responsible for bidding for work and contract managers. Refresh this on a regular basis.

1.2.6 Undertake regular internal audits to ensure compliance with competition law. This can take the form of relatively “light touch” regular interviews of relevant staff or more intensive reviews of electronic communications. Consider getting lawyers to do an audit or even a mock “dawn raid”.

1.2.7 If it is discovered that there has been an actual or potential breach of competition law, take all necessary action to rectify the breach as quickly and practicably as possible, and immediately seek legal advice. In particular, be aware that it may be advisable to actively make the Competition Commission aware of the breach in order to receive immunity or reduction in penalties.

1.3 Exemptions and exclusions

1.3.1 Consider whether agreements or conduct may be excluded or exempted from competition law rules. In certain circumstances this may be possible (for example, if the agreement is between parties having a combined turnover of less than HK\$200 million). However, be aware that serious breaches of competition law are extremely unlikely to be exempted.

1.3.2 In certain circumstances it may be possible to apply to the Competition Commission to exempt a category of agreements from competition law on the basis that they enhance overall economic efficiency. For example, it may be possible to apply to the Commission to automatically exempt short term exclusive purchasing arrangements between suppliers and buyers (where neither has a high market share).

1.3.3 Where there is a novel or unresolved question of wide importance or public interest, it may be appropriate to seek the Competition Commission's view as to whether or not an agreement or conduct is excluded or exempt.

1.4 Investigations

1.4.1 To the extent required by law, comply with notices issued by the Competition Commission to:

- (a) produce documents or information;
- (b) attend before the Competition Commission to answer questions; and
- (c) provide a statutory declaration verifying the truth of information provided to the Competition Commission.

1.4.2 To the extent required by law, co-operate with persons executing warrants to enter and search premises.

1.4.3 Have in place protocols for dealing with investigations and raids by the Competition Commission, including ensuring that staff members know what role they have to play (whether senior executives or junior staff such as receptionists).

1.4.4 If you have been required to produce a document pursuant to a notice or warrant, do not destroy, dispose of, falsify or conceal the document.

1.4.5 Do not obstruct an investigation by the Competition Commission. In particular, your staff must allow officials peaceful entry into your premises, indicate where documents they request are stored, provide them with passwords and mobile devices if requested, and cease using particular email accounts if regulated.

1.4.6 Do not produce or provide (directly or indirectly) any document or information to the Competition Commission that is false or misleading.

2 FIRST CONDUCT RULE

The First Conduct Rule states that:

“An undertaking must not:

- (a) make or give effect to an agreement;*
- (b) engage in a concerted practice; or*
- (c) as a member of an association of undertakings, make or give effect to a decision of the association,*

if the object or effect of the agreement, concerted practice or decision is to prevent, restrict or distort competition in Hong Kong.”

The First Conduct Rule does not apply where the entities involved in the agreement have a combined annual global turnover of less than HK\$200 million, unless the conduct is serious anti-competitive conduct.

2.1 Bid-rigging

2.1.1 Never discuss, exchange information on or agree strategy with competitors when bidding for (or considering whether or not to bid for) projects or when responding to invitations to tender.

Bid-rigging is a serious offence and you should provide no indication of your reaction to the terms of a tender to your competitors.

In particular, never agree with competitors:

- (a) that one or more of the competitors will not submit a bid or tender in response to a call or request for bids or tenders, or will withdraw a previously-submitted bid or tender;
- (b) to take turns at being the winning bidder;
- (c) that certain competitors will submit higher bid prices (or less attractive terms) than a competitor chosen to be the winning bidder; or
- (d) minimum bidding prices.

2.2 Group boycotts

2.2.1 Never discuss or arrange boycotts of competitors, customers or suppliers. For example, do not seek to ‘punish’ a supplier by agreeing to boycott it with another competitor.

2.3 Market sharing

2.3.1 Never discuss, exchange information on or agree with competitors the allocation or division of sales, territories, customers, product ranges or markets for the production or supply of goods or services.

2.4 Output limitation

2.4.1 Never discuss, exchange information on or agree with competitors the fixing, maintaining, controlling, preventing, limiting or eliminating of the production or supply of goods or services (including restricting the volume or type of particular goods or services).

2.5 Price fixing

2.5.1 Never discuss, exchange information on or agree with competitors a price to be applied for the supply or purchase of products or services (including any price increase or decrease, range, discount, rebate, allowance or price concession). Never share pricing information directly or indirectly with a competitor.

2.6 Collective bargaining by employees

2.6.1 Collective bargaining by employees and unionisation will not infringe the First Conduct Rule. Where a trade union acts on behalf of its members in collective bargaining with an employer on terms and conditions of work, the trade union is not engaged in economic activity and is not an undertaking.

2.7 Subsidiaries, agents and distributors

2.7.1 The First Conduct Rule does not apply to agreements between two entities in the same group if:

- (a) one of the entities exercises decisive influence over the other entity (e.g. an agreement between a parent and its wholly owned subsidiary); or
- (b) a third entity exercises decisive influence over both entities involved (e.g. an agreement between two wholly owned subsidiaries of a single parent).

The First Conduct Rule also does not apply to agreements with so called “genuine agents”. However, the First Conduct Rule applies to agreements between distributors.

It is not always straightforward to distinguish between a genuine agent in the narrow competition law zone and a distributor and a careful analysis should be undertaken before concluding that an agreement is with such an agent.

2.8 Exclusive contracts

2.8.1 Entering into exclusive sale or purchase arrangements may infringe the First Conduct Rule in certain circumstances. In particular, this depends on the market position of the entities involved, the duration of the contract and the territory covered by the restriction.

2.9 Joint ventures

2.9.1 Joint ventures and other agreements with competitors which involve jointly purchasing, producing or supplying goods or services may infringe the First Conduct Rule. In particular, this will depend on whether the joint conduct is necessary for the parties to achieve economic efficiencies and if such conduct will result in benefits to consumers (see further section 6).

2.10 Resale restrictions

2.10.1 Never attempt to control the price at which a customer resells a product. For example, never:

- (a) set or agree a fixed or minimum resale price (subject to 2.10.2 below);
- (b) fix or agree a customer's resale margin; or
- (c) use threats, warnings, penalties or suspension of deliveries to achieve the purpose of controlling resale price.

2.10.2 It may be permissible to fix the maximum price at which a product can be resold, or to recommend a resale price. Consideration should be given to whether the maximum/recommended price harms competition by acting as *de facto* minimum price.

The more market power the supplier has, the more likely that the conduct will harm competition. Suppliers should refrain from pressuring or incentivizing a buyer not to resell a product below a minimum price.

2.10.3 Requiring a customer to resell a product only to a particular territory or group of customers may infringe the First Conduct Rule. This will depend on the market position of the supplier and the buyer, the duration of the restriction and the territory in which the restriction applies.

2.11 Standard industry terms

2.11.1 It is usually permissible to agree standard industry terms relating to the supply of products or services which define the nature of, or relate to the scope of, the product or service (as opposed to terms relating to pricing or discounts – see item 2.11.2). For example, it is permissible to have standard industry terms relating to delivery of building materials.

However the use of such standard terms cannot be mandatory and, in certain circumstances (for example, if there is no flexibility for a supplier to offer different terms) the setting of such standard terms could infringe the First Conduct Rule.

2.11.2 Never agree standard industry terms relating to the supply of products or services that affect prices or discounts charged to consumers (including terms which recommend particular prices or discounts).

2.12 Standardisation agreements

2.12.1 It is usually permissible to formulate standardisation agreements that define minimum technical or quality requirements with which current or future products must comply. For example, it is permissible to define certain quality criteria that building materials should satisfy.

However, in certain circumstances (for example, if the standardisation agreement excludes competitors) such agreements could infringe the First Conduct Rule.

3 SECOND CONDUCT RULE

The Second Conduct Rule states that:

“An undertaking that has a substantial degree of market power in a market must not abuse that power by engaging in conduct that has as its object or effect the prevention, restriction or distortion of competition in Hong Kong.”

The Second Conduct Rule applies only to entities:

- (a) that have a substantial degree of market power in a market; and
- (b) whose annual global turnover exceeds HK\$40 million.

3.1 Exclusive dealing

3.1.1 Undertakings that have a substantial degree of market power in a market are generally not permitted to agree with a customer that the customer will purchase all or most of its requirements of a product from a single entity.

However, this may be permissible in certain circumstances, for example, where the agreement is very short term or substantial investments are necessary to service the customer.

3.1.2 Terms that reward customers for their loyalty are a common and legitimate part of business. They may be prohibited, however, where they have the effect of excluding competing sources of supply.

For example: A cement supplier offers a 30% rebate to any cement purchasers who can show at the end of 12 months they have bought at least 80% of their cement from that supplier. The rebate may be prohibited if the cement supplier has a substantial degree of market power in the cement supply market, and the rebate has the effect of excluding other cement suppliers from the market.

3.2 Margin squeeze

3.2.1 “Margin squeeze” may apply where a supplier:

- (a) has a substantial degree of market power in an upstream market;
- (b) supplies a product or service which is a key input or component in a downstream market in which both itself and competitors operate; and
- (c) as a result of its market power in the upstream market, has a discretion as to the price it charges for that key product or service to competitors in the downstream market.

An abusive margin squeeze may occur if the supplier sets a price for the key product or service which has the object or effect of protecting the supplier from competitors in that downstream market.

For example, a supplier that has a substantial degree of market power in the cement supply market is not permitted to sell cement at such a high cost that competitors in the downstream market for readymix concrete are unable to compete profitably.

3.3 Tying and bundling

3.3.1 Undertakings that have a substantial degree of market power in a market may be disallowed from making the sale of one product conditional upon the purchase of another.

For example, the Second Conduct Rule may be infringed if a supplier that has a substantial degree of market power in the cement supply market will only supply cement if the purchaser also buys aggregates.

3.3.2 Undertakings that have a substantial degree of market power in a market may be disallowed from offering a package of two or more products at a discount to the price if they were bought separately.

For example, the Second Conduct Rule may in certain circumstances be infringed if a supplier with a substantial degree of market power in the cement supply market offers a lower price for cement if the purchaser also buys aggregates from it.

3.4 Predatory pricing

3.4.1 In certain circumstances, reducing prices below an appropriate measure of cost may be considered predatory behaviour and this could be considered to be an abuse of market power.

An undertaking that has a substantial degree of market power in a market should not set prices so low that it deliberately foregoes profits in an attempt to force one or more other competitors out of the market and/or in an attempt to “discipline” competitors.

3.5 Refusal to deal

3.5.1 Undertakings that have a substantial degree of market power in a market are generally not permitted to refuse to supply a product or service to a particular entity, or agreeing to supply only on unreasonable terms unless there is an objective justification for this (for example, the buyer is not able to satisfy the usual credit terms).

3.5.2 Undertakings that have a substantial degree of market power in a market are generally not permitted to refuse to grant access to facilities which may be essential for other competitors to operate in a market or refuse to grant such access on reasonable terms.

For example, the owner of the only port in a particular region, which also operates shipping services, may not be able to refuse competitors' ships access to the port.

4 EXCHANGE OF INFORMATION

4.1 Trade associations

4.1.1 Industry participants may pass data to a trade association on a confidential basis and on the basis that it is not provided to:

- (a) other members of the trade association;
- (b) employees of such members working for the trade association; or
- (c) any third party,

unless it complies with 4.1.2 below.

4.1.2 Trade associations may supply market information to members provided that the data is:

- (a) historical;
- (b) aggregated sufficiently to prevent disaggregation or identification of participants; or
- (c) publicly available without making significant effort or incurring any significant cost.

4.1.3 If 4.1.2(b) is satisfied, trade associations may also alert industry participants of particular threats in the market. For example, scams or the pending insolvency of a major customer.

However, caution is required to ensure that this does not result in higher prices or a reduction of competition.

4.1.4 If 4.1.2(b) is satisfied, trade associations may also lobby on behalf of their industry. However, it is very important to ensure that such lobbying does not result in the threat of collective boycott of a particular supplier or customer.

4.1.5 If 4.1.1 and 4.1.2 are satisfied, trade associations may provide guidance to its members (for example, on staff remuneration). However, it is vital to ensure that such guidance is non-binding and members have flexibility to depart from such guidance.

4.2 Communications with competitors

4.2.1 You may socialise with competitors – except if Red or Amber matters are discussed.

4.2.2 You may discuss publicly available information and matters of general interest with competitors (e.g. governmental policy, regulatory changes, industry problems, industry lobbying).

4.2.3 Be careful when receiving and responding to any communication from or on behalf of another competitor about behaviour in the market. This form of communication may infringe the First Conduct Rule if sensitive business information is disclosed (see 2.1-2.5 above).

If you receive an email or other communication disclosing competitively sensitive information or proposing anti-competitive conduct, you should reply stating that you do not wish to receive such communications and the sender should stop sending you such communications. Report the communication to your legal team immediately.

4.2.4 Presence at meetings where anti-competitive conduct is discussed or competitive information is exchanged may be enough to infringe competition law. You should:

- (a) check the agenda in advance to identify impermissible discussion items, and object if any are identified;
- (b) if one of these subjects is raised, state that you disagree with the matter being discussed and that you must leave if the discussion continues. Leave if the discussion continues; and
- (c) make sure your objection is noted in the minutes and report the occurrence to your legal team immediately.

4.2.5 Never discuss or exchange confidential information with competitors about:

- (a) price (including future prices, price changes, price policies, rebates and margins);
- (b) price components (including production and distribution costs);
- (c) quantities (including sales quantities, market shares and production capacities and volumes);
- (d) business plans (including intended future sales, marketing strategies and product launches); or
- (e) intentions to bid, or not to bid, for work.

5 TRADE ASSOCIATIONS

Trade associations must comply with competition law. In addition to the general competition law principles, trade associations should abide by the following principles.

5.1 Terms of membership

5.1.1 Membership of a trade association should be voluntary. Companies should not be compelled to join in order to be able to enter the market or trade with other members.

5.1.2 Membership should be open to any interested party in the industry, based on rules of admission that are transparent, proportionate, non-discriminatory and based on objective standards and should not seek to unreasonably limit entry of new members or competitors.

Any decision not to accept an application for membership should be documented.

5.1.3 Procedures for members wishing to leave the association and for expelling members should be reasonable and objective and should not be aimed at giving preferential treatment to some market participants over others.

5.1.4 Appeals procedures should be available in the event of a refusal to admit a party to membership or the expulsion of a member.

5.2 Meetings

5.2.1 Trade associations, should, when organising meetings involving industry participants:

- (a) circulate an agenda in advance and stick to the agreed agenda at the meeting;
- (b) ensure that prohibited anti-competitive matters are not discussed, and immediately stop the meeting if such matters are discussed; and
- (c) prepare accurate, detailed notes of the meeting.

If there is any risk that anti-competitive discussions may inadvertently take place at a meeting, it is advisable to have a lawyer present at the meeting to stop such discussions.

5.3 Certification

5.3.1 A trade association may certify or award quality labels to members to recognise that they have met certain minimum industry standards. The certification:

- (a) should be available to all members that meet objective and reasonable quality requirements; and
- (b) should not impose restrictions on the products members can buy or sell, or on members' pricing or marketing conduct.

5.4 Industry standards

5.4.1 Trade associations may develop and promote industry standards, codes of practice and standard terms and conditions for agreements. Industry standards:

- (a) should be publicly accessible, including for non-members;
- (b) should be voluntary (unless otherwise required by law); and
- (c) should not be used to raise barriers to entry to the market or to exclude competitors.

5.5 Trade association “don’ts”

5.5.1 Trade associations should not:

- (a) issue recommendations to members on prices or levels of output;
- (b) publish fee scales for members (whether binding or non-binding);
- (c) require members to post their prices or output levels at the association’s premises or on the association’s website;
- (d) gather or disseminate information on members’ proposed future prices or output;
- (e) impose restrictions on members with regard to the terms and conditions on which they sell their products;
- (f) help members divide up their sales territories; or
- (g) organise or encourage a boycott by members against targeted individuals / businesses.

The above restrictions do not apply to a trade union acting on behalf of its members in collective bargaining with an employer on terms and conditions of work.

6 JOINT VENTURES

Joint ventures between competitors present particular problems under the First Conduct Rule. The Competition Commission's approach to such joint ventures has not yet been clarified. Consult your designated competition manager or legal adviser prior to entering into any joint venture arrangements.

6.1 Joint ventures between competitors

6.1.1 Joint ventures between competitors may involve arrangements which have the object or effect of preventing, restricting or distorting competition and should be considered carefully. Matters to consider include:

- (a) the potential impact on competition in Hong Kong, including the impact of veto or control rights and any proposed non-compete provisions; and
- (b) the type of information proposed to be exchanged between, or provided to, the joint venture participants. The exchange or provision of strategic or pricing matters between competitors poses a significant risk.

6.2 Joint ventures between non-competitors

6.2.1 Joint ventures with parties that provide complimentary goods or services and who are not competitors will be unlikely to infringe competition law, provided that they do not impose restrictions on the joint venture parties.

6.2.2 Exchange of information between, or provision of information to, joint venture participants who are not competitors is less likely to infringe competition law but must be carefully considered on a case-by-case basis.

Feedback Form

Reference Materials - Competition Law for the Construction Industry: Dos and Don'ts

Thank you for reading this publication. To improve our future editions, we would be grateful to have your comments.

(Please put a "✓" in the appropriate box.)

1. As a whole, I feel that the publication is:	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Informative	<input type="checkbox"/>				
Comprehensive	<input type="checkbox"/>				
Useful	<input type="checkbox"/>				
Practical	<input type="checkbox"/>				
2. Does the publication enable you to understand more about the Competition Law for the construction industry?	Yes	No	No Comment		
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