

For evidential hearing before the Independent Committee commencing on 19.3.2026 at 10am

IN RELATION TO THE FIRE AT WANG FUK COURT IN TAI PO
OPENING STATEMENT FOR ISS EASTPOINT PROPERTIES LIMITED (“ISS EPP”)¹

A. Introduction

1. ISS EPP was the property manager of Wang Fuk Court at the time of the fire there which occurred on 26.11.2025 (“**Fire**”). ISS EPP, along with its legal representatives, would like to once again express their heartfelt sympathy to all victims of the Fire and their families.
2. ISS EPP fully understands that the work of the Independent Committee (“**IC**”) is of immense public importance. It is therefore committed to providing candid and comprehensive assistance to the present investigation.
3. Since the establishment of the IC, ISS EPP has been actively complying with the IC’s requests and answering its requisitions. It has lodged two rounds of written responses and also provided witness statements from 7 witnesses. ISS EPP is grateful for the indulgence granted by the IC in allowing ISS EPP and its legal representatives to have more time to address the relevant issues.
4. At the upcoming evidential hearing, ISS EPP will continue to fully co-operate with and assist the IC. Together with all the other interested parties, ISS EPP will also listen carefully and reflect deeply throughout the investigation, with

¹ Unless otherwise stated, references to item numbers are to those of the enclosures to the letters from Messrs Hogan Lovells dated 23.1.2026 and 20.2.2026.

a view to learning how to avoid a recurrence of this tragic incident and also how to continuously improve the quality of the services it provides to other buildings in Hong Kong.

5. On the basis of the IC's requisitions,² this Opening Statement will focus on the following 4 key topics, namely:
 - 5.1 The background of ISS EPP and its general responsibilities as property manager of Wang Fuk Court (including those concerning fire safety).
 - 5.2 The extent of ISS EPP's involvement in the major renovation works which were ongoing at Wang Fuk Court when the Fire occurred ("**Renovation Works**"), both at the tender stage and during the execution of the Renovation Works;
 - 5.3 The reason why certain switches in the fire service pump rooms at Wang Fuk Court ("**FS Pump Rooms**") were turned off; and
 - 5.4 ISS EPP's fire prevention measures in general and its emergency responses to the Fire.
6. In what follows, ISS EPP will outline its present observations on the above issues. ISS EPP respectfully reserves the right to make further submissions if necessary, given that its investigations are still ongoing and certain records (including logbooks kept at Wang Fuk Court's management office which are

² Letter from Messrs Lo & Lo on the IC's behalf dated 2.1.2026 ("**LL's 2.1.2026 Letter**").

now in the possession of the Hong Kong Police) are currently unavailable to it.

B. The background of ISS EPP and its general responsibilities as property manager of Wang Fuk Court

B1. The ISS Group and its property management services in Hong Kong

7. ISS EPP is part of the ISS group (“**ISS Group**”) headquartered in Copenhagen, Denmark. The ISS Group offers its services in Hong Kong through ISS Facility Services Limited (“**ISS FSL**”). The ISS Group’s property management services in Hong Kong are conducted through ISS EPP which is wholly owned by ISS FSL.
8. ISS EPP currently manages over 200 residential housing estates or commercial premises in Hong Kong. ISS EPP has been the property manager of Wang Fuk Court since 1997, until 31.12.2025 when its property management agreement (“**PMA**”) with the Incorporated Owners of Wang Fuk Court (“**IO**”) expired.
9. As the property manager of Wang Fuk Court, ISS EPP was responsible for the day-to-day management and administration of the estate. It was not, however, responsible for any major renovation works concerning Wang Fuk Court. Under Clause 2.2 of the PMA, if ISS EPP (or any of its associated companies) was to act as a supervisor of any major improvement works concerning Wang Fuk Court over HK\$1 million, a separate fee would need to

be agreed. In fact, no such fee was agreed (or received) by ISS EPP in relation to the Renovation Works.

10. Throughout the process of the Renovation Works, ISS EPP provided certain support and assistance:

10.1 During the tender process, ISS EPP assisted in the preparation of some tender documents and the organisation of meetings, but gave no advice or comments on which firm should be engaged and did not otherwise participate in the tender process.

10.2 When the Renovation Works were being carried out, ISS EPP did not supervise the execution of the Renovation Works, which was the responsibility of the main contractor and the consultant, both of whom were appointed by the IO. The primary role of ISS EPP was to organise progress meetings from time to time and to serve as a channel of communication between the main contractor and the residents of Wang Fuk Court.³

B2. ISS EPP's role as property manager of Wang Fuk Court

11. ISS EPP was engaged as the property manager of Wang Fuk Court between 1997 and 31.12.2025. The terms of engagement were set out in the PMA, which was renewed from time to time. The last PMA was entered into on 1.1.2023 and expired on 31.12.2025.⁴ Under the latest iteration of the PMA,

³ Lok WS §9(a).

⁴ Item 2.1.

the fees payable by the IO to ISS EPP (in its capacity as property manager) for the year 2025 was a monthly figure of HK\$24,210 plus a monthly administrative fee of HK\$13,400 (excluding payment of staff salary, which is to be deducted from the management fees received) (see Clauses 2.1 and 2.3).

12. Pursuant to the PMA, ISS EPP was appointed by the IO to manage Wang Fuk Court and shall follow the instructions of the IO's management committee when carrying out its tasks.⁵
13. The PMA expressly carved out the supervision of major renovation works as being outside ISS EPP's responsibility, unless ISS EPP was expressly appointed as a project manager or supervisor of such renovation works. In any event, for construction works involving an amount of HK\$1 million or more, an agreement should be reached with ISS EPP on additional consultancy or supervision fees.⁶ The reason for this contractual arrangement is that the ordinary property management team of ISS EPP would not have the relevant professional expertise to oversee major renovation works.⁷
14. As a matter of fact, ISS EPP has not been appointed or designated as the project manager or supervisor in respect of the Renovation Works at Wang Fuk Court. Nor has ISS EPP agreed to or received any additional consultancy or supervision fee.
15. In addition, ISS EPP engaged contractors on behalf of the IO to provide various services to Wang Fuk Court. Relevantly, ISS EPP (for and on behalf

⁵ PMA Clauses 6.3, 9.1 to 9.2 (Item 2.1).

⁶ PMA Clause 2.2 (Item 2.1).

⁷ Cheng WS §§22, 33.

of the IO) engaged Victory Fire Engineering Limited (宏泰消防工程有限公司) (“**Victory Fire**”), a registered fire service installation contractor, to install, maintain, inspect, and repair fire service installation and equipment at Wang Fuk Court. The term of Victory Fire’s engagement began on 1.1.2024 and was deemed to continue on a 24-calendar monthly basis unless either party exercised its right to terminate: ⁸

15.1 In respect of the tender process leading to Victory Fire’s engagement, 6 firms were invited to tender in around October 2023. Only Victory Fire and another firm named 富昌工程(香港)有限公司 submitted tenders. At a meeting of the IO on 23.11.2023, the IO resolved to engage Victory Fire on the basis that its fee quotation of HK\$12,000 per year was lower.⁹ ISS EPP did not provide any recommendation on which firm to choose.¹⁰

15.2 In respect of the latest work done by Victory Fire prior to the Fire:

- (a) On 24.3.2025, Victory Fire completed its annual inspection of the fire services equipment at Wang Fuk Court (“**FS Equipment**”). A week later, on 31.3.2025, Victory Fire issued FS251 certificates to the Fire Services Department (“**FSD**”) where certain defects in the FS Equipment were identified. ¹¹

⁸ Fire Services System Maintenance Agreement (commencing 1.1.2024) (Item 2.9).

⁹ Minutes of meeting of the Management Committee of the IO on 23.11.2023 at §6.

¹⁰ Cheng WS §55.

¹¹ Item 25.

The FS251 certificates were only sent to ISS EPP in mid-May 2025.¹²

- (b) To rectify the aforesaid defects, 8 firms were invited to tender in around September 2025. A total of 4 firms (including Victory Fire) submitted tenders. At a meeting of the IO on 29.9.2025, the IO resolved to engage Victory Fire on the basis that its fee quotation of HK\$144,170 was the lowest.¹³ Again, ISS EPP did not provide any recommendation on which firm to choose.¹⁴
- (c) After Victory Fire was engaged to rectify the defects in the FS Equipment, it intended to commence work in November 2025, but ISS EPP pressed it to do so earlier. Eventually, the rectification work began in mid-October 2025.¹⁵
- (d) On 26.11.2025 (i.e. the date of the Fire), Victory Fire issued a completion memo indicating that the rectification work had completed.¹⁶

B3. The Renovation Works and ISS EPP's role during the tender process.

- 16. Following a prescribed inspection under the Mandatory Building Inspection Scheme, the IO was required to conduct prescribed repair works at Wang Fuk Court.

¹² Cheng WS §58.

¹³ Minutes of meeting of the Management Committee of the IO on 29.9.2025 at §10.

¹⁴ Cheng WS §61.

¹⁵ Cheng WS §62.

¹⁶ Lam WS §17.

17. The IO appointed Prestige Construction & Engineering Co., Ltd (宏業建築工程有限公司) (“**PC&E**”) as the main contractor of the Renovation Works, and Will Power Architects Company Limited (鴻毅建築師有限公司) (“**WP**”) as a professional advisor during the Renovation Works.

18. The tender process leading to their respective appointments was as follows:
 - 18.1 In late 2018, the IO decided to engage a consultant to carry out inspections to identify any defects in the buildings, before undertaking any prescribed remedial works. A tender process took place through the Smart Tender platform operated by the Urban Renewal Authority (“**URA**”). A total of 24 tenders were received, and WP was chosen by the IO upon a vote at an owners’ annual general meeting held on 25.1.2019,¹⁷ with inputs from the URA.¹⁸

 - 18.2 In late 2021, the IO decided to engage a consultant to oversee the Renovation Works. Again, a tender process took place through the URA’s Smart Tender Platform. A total of 35 tenders were received, and WP was chosen by the IO upon a vote at an owners’ special meeting held on 11.12.2021,¹⁹ with inputs from the URA.

 - 18.3 In the lead-up to WP’s appointment, ISS EPP prepared the tender documents and handled the logistics of meetings (including collation of

¹⁷ Cheng WS §23; Resolutions of Annual General Meeting dated 25.1.2019.

¹⁸ Cheng WS §25; Minutes of meeting of Management Committee on 1.11.2018, §4.

¹⁹ Cheng WS §23; Resolutions of Special Meeting dated 11.12.2021, §4.

the meeting documents, booking meeting venues, registering attendees, and recording the resolutions). ISS EPP did not, however, give any advice or recommendation on which firm should be chosen, and did not otherwise participate in the tender process.²⁰

18.4 Upon WP's engagement, WP was responsible for the tender process in respect of selecting the main contractor of the Renovation Works, which was conducted through URA's Smart Tender Platform. The tender process was supervised by the URA with all the related documents prepared by WP.²¹ A total of 57 tenders were received, and WP prepared detailed briefings to the IO on the price, background of each contractor, and the merits of the tender against a set of criteria.²² PC&E was eventually chosen as the main contractor for the Renovation Works at an owners' extraordinary meeting held on 28.1.2024.²³

18.5 In the lead-up to PC&E's appointment, ISS EPP handled the logistics of meetings but did not give any advice or recommendations on which firm should be chosen, and did not otherwise participate in the tender process.²⁴

C. ISS EPP's role during the execution of the Renovation Works

²⁰ Cheng WS §25.

²¹ Items 6.1-6.57.

²² Items 6.5-6.6.

²³ Resolutions of Extraordinary General Meeting dated 28.1.2024.

²⁴ Cheng WS § 25, 28.

19. The Renovation Works began in around July 2024. Based on a presentation made by PC&E dated 17.7.2024,²⁵ the Renovation Works were to be divided up into 3 phases. Phase I covered Blocks F, G and H; Phase II covered Blocks C, D and E; and Phase III covered Blocks A and B. The works for Phase I commenced on 16.7.2024; the works for Phase II were expected to commence 1-3 months after the commencement of works for Phase I; while the works for Phase III were expected to commence 1-3 months after the commence of works for Phase II. The contract period was 360 working days for each block. It appeared that as early as in June 2023, it was already contemplated that the 3 phases would involve overlapping construction times.²⁶ ISS EPP was not responsible for and did not take part in devising the schedule or timetable for the Renovation Works.
20. The design, execution and supervision of the Renovation Works were the responsibility of PC&E (as the main contractor) and WP (as the consultant). A team of on-site supervisors, including clerks of works, was hired by PC&E and WP to monitor the Renovation Works.²⁷
21. ISS EPP was not responsible for the supervision of the Renovation Works. Nor did ISS EPP issue any direction to PC&E or WP in respect of the Renovation Works.²⁸ As aforementioned, ISS EPP was not appointed as project manager or supervisor of the any major renovation works pertaining to Wang Fuk Court under the PMA.

²⁵ Item 33.

²⁶ Items 6.56 and 6.57.

²⁷ Cheng WS §§34-35.

²⁸ Lok WS §9(a); Cheng WS §33.

22. Rather, ISS EPP's main role during the Renovation Works was to handle the logistics of meetings (including renovation progress meetings which took place bi-weekly in general) and to relay any complaints from the residents of Wang Fuk Court to PC&E and WP (such as on-site smoking).²⁹ Further details in this regard will be canvassed below.
23. In the circumstances, ISS EPP was neither consulted on nor played any role in the decision-making process of various aspects of the Renovation Works, including (1) the use of the flat roof outside the first floor of each building, which was cordoned off by PC&E and to which ISS EPP had no access;³⁰ (2) the replacement of staircase windows with hatches;³¹ (3) the programming of the Renovation Works;³² (4) the use of foam boards to cover the windows of the flats;³³ and (5) the choice of scaffolding nets.³⁴

D. The Switches in the FS Pump Room

24. Prior to the Fire, ISS EPP was not aware that the fire alarm systems were turned off. ISS EPP would however like to disclose what has transpired from its recent investigation (which can be summarised as follows) insofar as it may be relevant to the fire alarm systems:

24.1 In each block of Wang Fuk Court, there were two pump rooms at the basement floor: (1) the main pump room, where communal concrete

²⁹ Lok WS §§9(a), 12; Cheng WS §§29, 36.

³⁰ LL's 2.1.2026 Letter at §§13-15; Cheng WS §32.

³¹ LL's 2.1.2026 Letter at §§26-29; Cheng WS §§46-47.

³² LL's 2.1.2026 Letter at §31; Cheng WS §31.

³³ LL's 2.1.2026 Letter at §32; Cheng WS §§42-45.

³⁴ LL's 2.1.2026 Letter at §§37-39; Cheng WS §§39-41.

water tanks (namely, the potable water tanks, flushing water tanks, and FS Water Tanks) were located; and (2) the FS Pump Room, where certain pump lever switches and electrical panel switches were located and which served to pump water to fire hoses in the event of a fire.³⁵

24.2 Both pump rooms were usually locked for security reasons and could only be accessed with keys. The building engineering team at Wang Fuk Court had keys to the FS Pump Room of each block. In addition, the control room at the management office of Wang Fuk Court had a key (or a set of keys) that could access the FS Pump Room of all blocks, and the building attendant stationed at each block (座頭保安) had a key to the FS Pump Room of that block. Both the management office and the building attendant of each block kept a logbook to record the details of those individuals who borrowed their keys. That logbook is currently in the possession of the Hong Kong police.³⁶

24.3 Between around May and October 2025, PC&E undertook renovation works on the fire service water tanks (“**FS Water Tanks**”) located at the ground floor and rooftop of each block of Wang Fuk Court, which entailed water-proofing works starting in May 2025.³⁷

24.4 FSD was informed of the renovation works referred to in §24.3 above, which required the shutting down of certain FS equipment at Wang Fuk Court:

³⁵ Lo WS §15; Lam WS §§13-14.

³⁶ Lo WS §16; Lam WS §15; Cheng WS §§16-17.

³⁷ Progress Meetings on 26 April 2025 (Item 7.24, Item 4).

- (a) China Status Development and Engineering Company Ltd (中華發展工程有限公司) (“**China Status**”), a registered fire service installation contractor which was engaged by PC&E during the course of the Renovations Works, issued 8 shutting down notices (消防裝置關閉通知書) to the FSD, one for each block at Wang Fuk Court, in respect of the shutting down of the fire hydrant and hose reel systems between April and November 2025;
- (b) the accompanying certificates filed by China Status indicated that the reason for such shutting down was for the repair of the FS Water Tanks due to water leakage issues.³⁸

24.5 ISS EPP did not have any contact with FSD in relation to the above certificates and is not aware if there had been any communications between FSD and China Status/PC&E since the certificates were issued.

24.6 In the course of the renovation works for the FS Water Tanks, PC&E requested the employees of ISS EPP to assist them in the draining of the FS Water Tanks. This resulted in the staff at the estate management office of Wang Fuk Court issuing 3 work orders for such drainage work³⁹. According to 羅國瑞 (“**Mr Lo**”), an electrician at Wang Fuk

³⁸ Fire System Suspension Notices (Item 16.2); Certificates of Fire Service Installation and Equipment (Item 16.3) Part 3.

³⁹ Lok WS §13; Lo WS §18; Work Orders dated 8.7.2025, 18.8.2025 and 28.8.2025 (Item 16.1); There were a total of 8 work orders (one for each block of Wang Fuk Court) in relation to such drainage work. ISS EPP currently only has in its possession 3 of them (as furnished by the Police).

Court who attended to such requests, there were 3 necessary steps for draining the FS Water Tanks:⁴⁰

- (a) **First**, the pumping system switch (上水掣) at the main pump room, which is an electrical switch, needs to be switched off so as to cut off electricity to the pressure pumps.
- (b) **Secondly**, water needs to be released from the FS Water Tanks via their gate valves (唐環).
- (c) **Thirdly**, after all the water is so released, the fire service pump lever switches (刀掣) located at the FS Pump Rooms (“**FS Lever Switches**”), which are also electrical switches, also have to be turned off. This step is required to prevent the pumps from working in the absence of water, which could create frictions and cause potential hazards.

24.7 Between May/July and August 2025,⁴¹ in respect of each of the 8 blocks of Wang Fuk Court, Mr Lo and an artisan named 李承富 (“**Mr Lee**”), upon PC&E’s requests, assisted PC&E with unlocking the main pump room and the FS Pump Room with their keys and turning off the pumping system switch and the FS Lever Switches.⁴²

⁴⁰ Lo WS §21.

⁴¹ According to Mr Lo, the work orders were issued between July and August 2025 (Lo WS §18). Mr Lee’s recollection was however that the work orders were issued between May and August 2025 (Lee WS §17). ISS EPP is unable to verify the slight discrepancy since it does not have in its possession the 8 related work orders (apart from the 3 furnished by the Police for the period between July and August 2025).

⁴² Lo WS §22; Lee WS §§18-23.

24.8 Prior to the Fire, ISS EPP did not know if and to what extent the turning off of the FS Lever Switches (as mentioned above) would affect the operation of the fire alarm system at Wang Fuk Court.⁴³ According to Mr Ray Lam (“**Mr Lam**”), who headed the building engineering team at Wang Fuk Court, he visited the FS Pump Rooms of 3 blocks (Wang Yan House, Wang Tao House, and Wang Sun House) after the Fire broke out.⁴⁴ Mr Lam tried to turn on the fire alarm by hitting the break-glass alarm but to no avail. He did not know if the FS Lever Switches and the fire alarm systems were connected to the same electricity source. However, in the heat of the moment, as an urgent attempt to reactivate the fire alarm systems, Mr Lam tried turning on the FS Lever Switches to see if it would enable the reactivation of the fire alarm systems. After Mr Lam turned on the FS Lever Switches, the fire alarms resumed operation at Wang Yan House and Wang Sun House, but not at Wang Tao House.⁴⁵

25. After assisting PC&E with draining the FS Water Tanks as described in §24.7 above, ISS EPP did not receive any further requests from PC&E in relation to works at the FS Pump Rooms.⁴⁶

E. ISS EPP’s fire prevention measures in general and its emergency responses to the Fire

⁴³ HL’s letter dated 20.2.2026 at §2.5; Lo WS §23; Lam WS §20.

⁴⁴ Lam WS §§20-22.

⁴⁵ Lam WS §§20-22.

⁴⁶ Lo WS §24; Lee WS §26.

26. The IC has enquired about circumstances in which ISS EPP's frontline employees discovered and responded to the Fire.⁴⁷ In short, based on the available evidence, those employees acted in accordance with the internal guidelines issued by ISS EPP.
27. ISS EPP takes fire prevention seriously. It adopted a practice of issuing employee manuals to guide its staff on detecting and responding to a fire. Such manuals were kept at the security post of each block of Wang Fuk Court.⁴⁸ In particular:
- 27.1 ISS EPP's Security Manual (物業及設施管理手冊之保安工作指引) requires staff on patrol to prevent and detect potential fire hazards.⁴⁹ It also requires staff to be familiar with areas containing fire-fighting equipment, the FS Pump Room and the fire escape routes.⁵⁰ In addition, staff are instructed that, in the event of a fire, they should notify the control room or management office first, activate the fire alarm, and then assist residents with evacuation by the staircase, ensuring that the smoke proof doors are fully closed.⁵¹
- 27.2 ISS EPP's Emergency Procedure Manual (物業及設施管理手冊之緊急事故處理指引) contains further specific guidance on how staff should respond to a fire. For instance, once a fire is confirmed, they are instructed to activate the fire alarm, evacuate other residents at the

⁴⁷ LL's 2.1.2026 Letter at §§50-55.

⁴⁸ Cheng WS §12.

⁴⁹ Security Manual, Section 2A at §2 (Item 8.3).

⁵⁰ Security Manual, Section 3B at §2 (Item 8.3).

⁵¹ Security Manual, Section 2D at §7 (Item 8.3).

scene, call for assistance from colleagues in the fastest way possible, and dial 999 to report the fire to the police.⁵²

28. Moreover, all of ISS EPP's on-site staff would have to complete training when they first join the company and subsequently once every 1-2 years. It includes health and safety training as well as specific training relating to the code of conduct for property management. Follow-up actions would be taken if an employee failed to finish his training within time.⁵³

29. In relation to what happened on the day of the Fire, ISS EPP's employees' account can be summarised as follows:-

29.1 At around 14:50, Ms Chung, a building attendant stationed at Wang Cheong House, reported to the management office that a Fire had broken out at the back of that block.⁵⁴

29.2 Thereafter, (1) Ms Lok reported the Fire to the police at once;⁵⁵ (2) Ms Chung hit the break-glass alarms at Wang Cheong House;⁵⁶ (3) Mr Lam tried to activate the fire alarm system, and went to the FS Pump Rooms to check when the fire alarms did not go off;⁵⁷ and (4) various staff (including Ms Lok, Ms Cheng, Ms Chung and Mr Wong) assisted residents to evacuate before they were asked to leave Wang Fuk Court by the firemen or the police.⁵⁸

⁵² Security Manual, Chapter B at §3 (Item 8.4).

⁵³ Cheng WS §13.

⁵⁴ Lok WS §18; Cheng WS §64; Chung WS §18(d).

⁵⁵ Lok WS §18.

⁵⁶ Chung WS §18(f).

⁵⁷ Lam WS §§18-23.

⁵⁸ Lok WS §18; Cheng WS §§66; Chung WS §18(d)-(g); Wong WS §§16-17.

29.3 These steps are consistent with the guidance at ISS EPP's Security Manual and Emergency Procedure Manual (see §27 above).

F. Witnesses

30. ISS EPP will call 7 witnesses at the evidential hearing. Each has submitted 1 witness statement to the IC and will testify in Punti:

30.1 鄭芷盈 (Ms Cheng) – she was a property officer of Wang Fuk Court between August 2014 and 31.12.2025 and was involved in its day-to-day management.

30.2 駱倩盈 (Ms Lok) – she had been a clerk of Wang Fuk Court since August 2024 and was also involved in its day-to-day management. She had assisted with issuing work orders for the drainage of the FS Water Tanks upon PC&E's requests.

30.3 林文欣 (Mr Lam) – he had been the head of the building engineering team at Wang Fuk Court since July 2019 (except between 1.4.2025 and 8.10.2025).

30.4 羅國瑞 (Mr Lo) – he had been an electrician of Wang Fuk Court since March 2005 and was involved in assisting PC&E to drain the FS Water Tanks upon PC&E's requests.

- 30.5 李承富 (Mr Lee) – he had been an artisan of Wang Fuk Court since July 2024 and was also involved in assisting PC&E in draining the FS Water Tanks.
- 30.6 黃百盛 (Mr Wong) – he had been a senior building attendant of Wang Fuk Court since June 2009 and had issued work orders for the drainage of the FS Water Tanks under the directions of staff from the management office.
- 30.7 鍾瑞霞 (Ms Chung) – she was a building attendant stationed at Wang Cheong House when the Fire broke out and reported it to the management office.

Dated 9 March 2026.

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