

**HONG KONG QUALITY ASSURANCE AGENCY**

**TERMS AND CONDITIONS OF  
HKQAA REGISTRATION SCHEMES**

**18 March 2016**

## Terms and Conditions of HKQAA Registration Schemes

### 1. Interpretation

1.1. In this T&C, unless the context otherwise required:

“Application” means an application lodged and/or to be lodged by the Participant for the purpose of registering its name or its Specified Product under a Scheme.

“Confirmation” means a confirmation of registration letter issued by HKQAA to the Participant showing that the Participant or its Specified Product is registered under a Scheme.

“Guidelines” means the Guideline for the Use of Mark (or and Label) for HKQAA Registration Schemes which are drafted and prepared by HKQAA for all the Participants of the relevant Scheme together with other amendments, supplements and/or additions made by HKQAA at its sole and absolute discretion from time to time.

“Handbooks” means the Scheme Handbook which is drafted and prepared by HKQAA for all the Participants of the relevant Scheme together with other amendments, supplements and/or additions made by HKQAA at its sole and absolute discretion from time to time.

"HKQAA" means the Hong Kong Quality Assurance Agency, a non-profit distributing organisation, the operator of the Scheme.

“Hong Kong” means the Hong Kong Special Administration Region of the People’s Republic of China.

“Labels” means the labels designed by HKQAA bearing the Mark with unique identification (e.g. unique serial number, QR code, HKQAA assigned Product number) which are meant to be used on the registered products or products handled by the registered participants as specified in the relevant Scheme. Labels will be provided and/or sold by HKQAA to the relevant Participant pursuant to the relevant Handbook and this T&C.

“Mark” means the mark designed by HKQAA for each Scheme.

"Participant" means a legal entity which has applied for but has not yet been confirmed the registration of its name or its Specified Product under a Scheme and/or a legal entity which has been confirmed the registration of its name or its Specified Product under a Scheme, as the context so admits.

“Specified Product” means a product or service which has been applied for but has not yet been confirmed the registration of its name under a Scheme and/ or a product or

service which has been confirmed the registration of its name under a Scheme, as the context so admits.

"Schemes" means the registration schemes to be operated by HKQAA for registering a Participant or its Specified Product that duly and fully complies with all the requirements of registration under such Scheme referring to this T&C and the relevant Handbook.

"Stickers" means the self-adhesive stickers designed by HKQAA bearing only the Mark and provided and/or sold by HKQAA to the Participant pursuant to the relevant Handbook and this T&C.

"T&C" means these terms and conditions of HKQAA Registration Schemes together with other amendments, supplements and/or additions made by HKQAA at its sole and absolute discretion from time to time.

## **2. Application**

- 2.1. A Participant who desires to be registered or to register its Specified Product under a Scheme agrees to submit an application form and to lodge an Application in writing to HKQAA and provide any information (e.g. its legal entity documentation and other information) required by HKQAA at its sole and absolute discretion from time to time and HKQAA agrees to examine and process the Application lodged by the Participant in accordance with the practice, policies, terms and conditions of the relevant Handbook and this T&C.
- 2.2. Following the making of an Application, HKQAA shall as soon as practicable review the Application to ensure that all required information has been provided and the Participant is prepared and ready to be examined. The required information and other requirements of the Application shall be referred to the relevant Handbook and this T&C.
- 2.3. HKQAA is entitled to raise inquiries and/or request the Participant to provide further information, documents and evidence after the Participant lodges the Application to HKQAA to determine its qualification and/or the qualification of its Specified Product to be registered under a Scheme. The Participant hereby agrees that HKQAA shall be entitled to retain such documents and evidence and copies thereof. All information and documents submitted to HKQAA will only be used for the purpose of registration and will not be returned.

## **3. Initial, Follow-up, Ad-hoc, Unannounced and Annual Reviews**

- 3.1. Following the submission of an Application and as per the requirements in the relevant Handbook, a Participant will be subject to an initial review by HKQAA to examine the relevant information before confirming the registration of the Participant or its Specified Product under a Scheme. Follow-up reviews will be conducted by HKQAA at

the option of the Participant in the event that the Participant or its Specified Product fails to obtain a registration status upon the initial review. If the Participant refuses or otherwise does not take part in the follow-up review to be conducted as HKQAA thinks fit, HKQAA shall be entitled to withdraw relevant Application of the relevant Participant or may not approve the registration of the Participant or its Specified Product. In the event that registration of the Participant or its Specified Product is not approved, any fresh Application shall not be lodged to HKQAA until the lapse of 3 months after the notification of failure of the previous Application or the date of the written statement of the appeal result of such Application made by the Chief Executive Officer of HKQAA pursuant to Clause 19.2, whichever is later.

- 3.2. After registration of the Participant or its Specified Product under a Scheme is approved, the Participant is also subject to ad-hoc reviews, unannounced reviews and/or annual reviews to examine the continual fulfillment of all the requirements under the relevant Scheme pursuant to this T&C. In the event that any Participant or any of its Specified Product is de-registered under a Scheme due to unsatisfactory performance in the ad-hoc, unannounced and/or annual reviews as HKQAA may determine at its sole discretion, any fresh Application shall not be lodged to HKQAA until the lapse of 3 months after the date of de-registration of the Participant or its Specified Product in the relevant Scheme or the date of the written statement of the appeal result of such Application made by the Chief Executive Officer of HKQAA pursuant to Clause 19.2, whichever is later.
- 3.3. During all the initial, follow-up, ad-hoc, unannounced and annual reviews carried out by HKQAA in accordance with the practices, policies, terms and conditions in the relevant Handbook and this T&C, HKQAA is entitled to assign its representatives to attend the office, premises or suites of the Participant during normal business hours (from 9:00 a.m. to 6:00 p.m.) when on-site assessment is required for the Scheme to examine the compliance of the practice, policies, terms and conditions of the relevant Handbook, this T&C and the relevant Guideline by the Participant. HKQAA also reserves the right to examine the validity of the self-declaration made by the Participant pursuant to the relevant Scheme.
- 3.4. All the initial, follow-up, ad-hoc, unannounced and annual reviews will be carried out by HKQAA in accordance with the practices, policies, terms and conditions in the relevant Handbook and this T&C. The Participant hereby acknowledges and agrees to comply with all the practices, policies, terms and conditions in the relevant Handbook and this T&C.
- 3.5. Without limitation to Clause 3.4:
  - 3.5.1. the initial, follow-up, ad-hoc, unannounced and annual reviews will be carried out by an independent qualified personnel who shall have no conflict of interest with the Participant.

- 3.5.2. HKQAA agrees that a decision on whether to approve an Application will be based on objective evidence provided by the Participant together with other requirements in the relevant Handbook and this T&C.
  - 3.5.3. the Participant acknowledges that it has the responsibility to ensure that the Mark and/or the Labels (if any) and/or the Stickers (if any) are used in accordance with the relevant Guideline and HKQAA will provide the relevant Guideline to a Participant on or before registration of the Participant under a Scheme.
  - 3.5.4. HKQAA shall notify the Participant of the dates for any initial, follow-up and annual reviews.
- 3.6. Where HKQAA receives any complaint against the Participant or its Registered Product, HKQAA shall confirm whether the complaint relates to the Scheme and, if so, the Participant shall address and investigate the complaint if required by HKQAA. HKQAA reserves the right to assign its representatives to attend the office, premises or suites of the Participant during normal business hours (from 9:00 a.m. to 6:00 p.m.) and to investigate the complaints and examine the validity of the self-declaration made by the Participant pursuant to the relevant Scheme and to examine the compliance of the practice, policies, terms and conditions of the relevant Handbook, this T&C and the relevant Guideline by the Participant.
- 3.7. The Participant agrees and warrants to HKQAA that during the visit of the representatives of HKQAA in accordance with Clauses 3.3 and 3.6:-
- 3.7.1. it shall allow the visit to proceed (including but not limited to allowing the representatives of HKQAA to take photographs of the offices, premises or sites and the products and other materials of the Participant) and shall provide all assistance to the representatives of HKQAA; and
  - 3.7.2. it shall provide all documents as requested by the representatives of HKQAA to conduct the necessary inspection and examination.

#### **4. Registration**

- 4.1. Once the Application is approved, the Participant agrees to fully and duly comply with the following requirements during the period when the Participant or its Specified Product is registered under the relevant Scheme:
  - 4.1.1. the Participant accepts and complies with the relevant Handbook, this T&C and the relevant Guideline at all time;
  - 4.1.2. the Participant carries on a bona fide business;

4.1.3. the Participant gives to HKQAA such undertakings and proof of the Participant's legal status as HKQAA may require from time to time; and

4.1.4. the Participant pays all necessary fees to HKQAA.

4.2. HKQAA shall issue a Confirmation to the Participant once the Application is approved.

## **5. Information**

5.1. The Participant understands and agrees that HKQAA is entitled to disclose the following information to the public (e.g. via HKQAA's Web-site):

5.1.1 the registration type of the Participant and/or its Registered Product;

5.1.2 other information as agreed to be disclosed by the Participant;

5.1.3 the validity of the serial numbers or the HKQAA assigned Product numbers printed on the Labels kept by the Participant; and

5.1.4 the information about the scope of registration including exclusion and limitation (if any) (e.g. the exclusion list of wines submitted by the Participant of Hong Kong Wine Registration Scheme).

## **6. Impartiality**

6.1. HKQAA recognizes the importance of impartiality, the active management of conflicts and objectivity in operating the Schemes and HKQAA agrees to use all reasonable efforts to operate the Schemes in a fair and impartial manner.

## **7. Assignment**

7.1. The Participant cannot and is not permitted to licence, assign or otherwise transfer the right (including but not limited to the non-registered products of the Participant) to use the Confirmation, the Mark, the Labels, and the Stickers in any event without the prior written permission of HKQAA.

7.2. If the Participant breaches Clause 7.1 hereof, HKQAA is entitled to de-register the Participant or its Registered Product under the relevant Scheme forthwith without any notice to the Participant.

## **8. Obligations of the Participant**

8.1. The Participant hereby represents, warrants and undertakes to HKQAA that it shall:-

8.1.1. at all times comply with the terms and conditions set forth in the relevant Handbook, this T&C and the relevant Guideline;

- 8.1.2. claim compliance and rights with the Scheme with respect only to the Participant, those activities and the registered products which are duly approved and registered under the Scheme.
- 8.1.3. inform HKQAA for foreseeable changes on (i) the legal status of the registered Participants; (ii) product features, design or any other changes of the registered Products that would affect its registration status within 1 month after occurrence of the foreseeable changes.
- 8.1.4. be fully responsible and accountable for the compliance of all the requirements in relevant Handbook, this T&C and the relevant Guideline;
- 8.1.5. at all times ensure that the Participant's business activities which are covered by the registration under a Scheme duly and fully comply with the relevant Handbook, this T&C and the relevant Guideline;
- 8.1.6. not use its registration under the relevant Scheme in such a manner as to bring HKQAA into disrepute, and the Participant shall not make any statement regarding its registration which HKQAA may consider inappropriate, inaccurate or misleading;
- 8.1.7. ensure that its registration documents (including but not limited to the Confirmation) and the Mark, the Labels and the Stickers are not used in a misleading manner or in breach of any term and condition of the relevant Handbook, this T&C and the relevant Guideline;
- 8.1.8. give the representatives of HKQAA access (without prior notice if required by HKQAA) during normal working hours to the offices, premises or sites of the Participant, for the purpose of, *inter alia*, undertaking review or determining whether the Participant and/or the registered Product has complied with its obligations on withdrawal of registration or de-registration (as the case may be) under a Scheme as described in Clause 16 when on-site assessment is required for the Scheme;
- 8.1.9. maintain and keep all the required documents as stated in the relevant Handbook until the lapse of one year after the disposal of such products AND provide the aforesaid documents to HKQAA as requested by HKQAA in a timely manner from time to time;
- 8.1.10. comply with all instructions and directions given by HKQAA for the compliance of the relevant Handbook, this T&C and the relevant Guideline;
- 8.1.11. make available to HKQAA, when requested, the records of all complaints and actions taken in accordance with the registration;

- 8.1.12. provide all the necessary information (including but not limited to any English or Chinese or other translation of the Participant's name or the registered Product's name) during or with a view to the initial, follow-up, ad-hoc, unannounced and annual reviews and other inspections and examination conducted by HKQAA are true and correct in all material respects and there is no fact not disclosed which would render any such information or document inaccurate or misleading in any material respects or which, if disclosed, might reasonably affect the decision of HKQAA regarding the Application; and
- 8.1.10 only use its registration status under the relevant Scheme in relation to its own business and/or the relevant registered Product and not imply that any parent, subsidiary, affiliate, partner or other entity or any other non-registered product is registered under the relevant Scheme (e.g. using any misleading English, Chinese or other translation or version of the name of an entity, or a product).
- 8.2 The Participant hereby represents, warrants and undertakes to HKQAA that it shall under the relevant Scheme make information related to the scope of registration available to the public and inform HKQAA accordingly.

## **9. Charges**

- 9.1. HKQAA shall charge and the Participant shall pay:-
- 9.1.1. a registration fee which is non-refundable and payable upon submission of the prescribed form of Application;
- 9.1.2. a fee for follow-up reviews payable for every follow-up visit by HKQAA to the Participant's offices, premises or sites to conduct review, which shall be payable within 14 days after HKQAA issues a demand note/invoice to the Participant;
- 9.1.3. a fee for ad-hoc reviews for every ad-hoc visit by HKQAA to the Participant's offices, premises or sites to conduct review, which shall be payable within 14 days after HKQAA issues a demand note/invoice to the Participant;
- 9.1.4. a fee for unannounced reviews for every unannounced visit by HKQAA to the Participant's offices, premises or sites to conduct review, which shall be payable within 14 days after HKQAA issues a demand note/invoice to the Participant;
- 9.1.5. an annual fee. The first annual fee shall be payable by the Participant upon the issue of the Confirmation and subsequent annual fees shall be due on the anniversary of the registration and shall be payable within 30 days after HKQAA issues a demand note/invoice to the Participant. The annual fee is non-refundable in any event notwithstanding that the Participant has its registration withdrawn or the Participant withdraws the registration of its

Specified Product or upon the Participant terminating the registration or upon the Participant (or its Registered Product) being de-registered;

9.1.6. overseas travelling expenses including meals, transportation and accommodation costs as may be incurred by HKQAA in respect of the Application to be reimbursed by the Participant to HKQAA within 14 days after HKQAA issues a demand note/invoice to the Participant; and

9.1.7. any additional costs related to (i) the purchase of extra Stickers/ Labels (if any) from the HKQAA; (ii) changing of registration type due to non-compliance and/or the Participant's request which shall be payable on request.

9.2. The amount of all fees (including but not limited to the aforesaid registration fee and annual fee) to be charged to and payable by the Participant in accordance with Clause 9.1 shall be determined by HKQAA on a fair and reasonable basis and HKQAA is entitled to determine and vary the amount of all fees referred to in Clause 9.1 at its sole and absolute discretion. HKQAA shall provide the Participant full details and information concerning all relevant fees relating to a Scheme on request.

9.3. All fees referred to in Clause 9.1 paid to HKQAA shall be non-refundable and shall not be subject to set-off or deduction.

9.4. If the Participant cannot, refuses and/or fails to pay any fee referred to in Clause 9.1 on the respective due dates, HKQAA shall be entitled to (i) terminate the contract with the Participant with immediate effect without prior notice and without affecting HKQAA's right to claim against the Participant for any antecedent breach; (ii) forfeit all the fees paid by the Participant; and (iii) charge the Participant interest on the outstanding fee at the rate of 4% per annum above the Hongkong and Shanghai Banking Corporation Limited's prime rate in force from time to time from the due date of the outstanding fee until actual payment is made.

## **10. Obligations of HKQAA**

10.1. Without prejudice to Clause 3, HKQAA shall use its best endeavours to send a representative to the offices, premises or suites of the Participant for conducting an annual review and/or unannounced review as required in the relevant Handbook at least once in every 12 months after registration of the Participant (and/or its Specified Product) under a Scheme as HKQAA may deem appropriate at its sole and absolute discretion.

## **11. Confidentiality**

11.1. All information of a technical or business nature disclosed by the Participant to HKQAA in the registration process shall be regarded as confidential and shall only be disclosed by HKQAA to its employees as is necessary and HKQAA shall ensure that such personnel treat such information as confidential. Such information shall only be

used by HKQAA for the purpose of registration and shall not without the prior written consent of the Participant be disclosed by HKQAA to any third party, provided always that the foregoing obligations of confidence shall not apply to information which is:-

11.1.1. in the public domain;

11.1.2. already in the possession of HKQAA or later comes into the possession of HKQAA without any obligations of confidence from an independent third party who has not derived it from the Participant in question;

11.1.3. disclosed to a third party pursuant to the written consent of the Participant in question; or

11.1.4. disclosed to a third party pursuant to statutory, regulatory or other legal requirements including any Order of court.

11.2. HKQAA shall prior to disclosure of information under Clause 11.1.4 above inform the Participant of the intended disclosure (unless prohibited by law).

11.3 HKQAA confirms that it shall inform all of its employees (including committee members) acting on its behalf of the confidentiality obligations of HKQAA as specified above, and HKQAA shall be responsible for ensuring that such employees keep all relevant information confidential.

## **12. Exclusion of liability**

12.1. Subject to the Control of Exemption Clauses Ordinance (Cap.71), HKQAA shall not be liable to the Participant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the registration of the Participant (or its Specified Product) under a Scheme or the sale of goods or rendering of services to the public by the Participant (whether or not by reference to the Mark, the Labels or the Stickers (as the case may be)), and notwithstanding the generality of the foregoing HKQAA expressly excludes liability for consequential loss or damage suffered by the Participant including any loss or damage resulting from claims brought by any clients or customers of the Participant, or for loss of profit, business, revenue, goodwill or anticipated savings.

12.2. Subject to Clause 12.1 above, all conditions and warranties on the part of HKQAA implied by statute, common law or otherwise are expressly excluded.

12.3. Without prejudice to Clauses 12.1 and 12.2, and in the event that the courts of Hong Kong consider a complete exclusion of liability hereunder to be unreasonable, HKQAA's liability in contract, tort or otherwise to the Participant with respect to any claim arising in connection with its acts or omissions in assessing and/or registering the Participant (and/or its Specified Product) under a Scheme and/or operating a Scheme shall be capped at the lower of (i) the amount of fees received by HKQAA

from the Participant in the year for which the annual fee is paid and in which the alleged liability arises or (ii) HK\$50,000.

12.4. The Participant acknowledges that HKQAA relies on its reviews of selected samples of record provided by the Participant as required in the relevant Handbook to issue the Confirmation to the relevant Participant. Under the provisions of a Scheme, the Participant has the right to use the Mark, the Labels and/or the Stickers (as the case may be) in accordance with the relevant Guideline. The Participant is solely responsible for the truthfulness, accuracy and completeness of the contents of the self-declaration made under a Scheme.

### **13. Indemnity**

13.1. The Participant shall be liable for and will indemnify HKQAA against any and all liabilities, losses damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by HKQAA whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against HKQAA by a third party claiming relief against HKQAA in respect of any event arising from and/or in connection with any breach of the relevant Handbook, this T&C and/or the relevant Guideline by the Participant.

### **14. Ownership of trademark and use of the Mark, the Labels and the Stickers**

14.1. HKQAA is the legal and beneficial owner of the trademark of the Mark.

14.2. The Participant will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the trademark of the Mark. The Participant further acknowledges that nothing contained in this T&C shall give the Participant any right, title or interest in or to the trademark of the Mark.

14.3. Upon registration, the Participant is entitled to use the Mark, the Labels and the Stickers in accordance with the relevant Guideline. The Participant shall not copy, reproduce, publish, adapt, distribute, display, sell, license, or otherwise exploit the Mark, the Labels and the Stickers for any purposes other than in accordance with the relevant Guideline without the prior written consent of HKQAA. The Participant will provide to HKQAA all information as to its use of the Mark, the Labels and the Stickers as requested by HKQAA from time to time within 2 weeks of the registration of the Participant under a Scheme or other period as may be agreed between HKQAA and the Participant.

14.4. The Participant agrees and acknowledges that the layout and design of the Mark, the Labels and the Stickers may be amended, revised or otherwise modified by HKQAA at its sole and absolute discretion from time to time.

### **15. Withdrawal of Registration and De-registration**

15.1. HKQAA is entitled, at its sole and absolute discretion, to (i) withdraw the registration of the Participant or its Specified Product; (ii) de-register a Participant and/or its Specified Product registered under a Scheme forthwith; or (iii) refuse and/or reject the Application lodged by the Participant by issuing a written notice to the Participant if:-

15.1.1. the Participant commits a breach of the terms and conditions of the relevant Handbook, this T&C and/or the relevant Guideline, including but not limited to any failure to permit annual review, provided that if the breach is capable of remedy the notice shall only be given if the Participant does not remedy the same within one month after HKQAA gives the Participant a written notice specifying the breach and requiring it to be remedied;

15.1.2. the Participant becomes subject to the bankruptcy laws or makes any arrangements or composition with its creditors, or enters into liquidation, whether compulsory or voluntary (but not including liquidation for the purpose of reconstruction), or has a receiver of its business appointed, or an officer of the Participant is convicted of an offence tending to discredit the reputation and good faith of the Participant as a trader; or

15.1.3. by giving immediate written notice if either party goes into bankruptcy, liquidation, insolvency or receivership or an administrator is appointed for any or part of the undertaking thereof, or

15.1.4. there is negative mass media report against the Participant and/or its Specified Product and the negative mass media report is related to the registration scope of the Participant and/or its Specified Product.

15.2. In the event of withdrawal or de-registration, all the outstanding fees incurred by HKQAA prior to the withdrawal or de-registration shall become immediately due and payable notwithstanding anything provided for in Clause 9.1. All fees paid to HKQAA before the withdrawal or de-registration will be forfeited by HKQAA and no refund will be made to the Participant in any event.

## **16. Consequence of Withdrawal and De-registration**

16.1. Upon withdrawal of (i) the Participant's registration and/or its Specified Product's registration; (ii) de-registration of the Participant and or its Specified Product under a Scheme (for whatever reason), the Participant agrees, undertakes and warrants that it shall forthwith:

16.1.1. cease displaying the Confirmation or otherwise make available the Confirmation to the public, cease using the Mark, the Labels and the Stickers in any manner whatsoever and cease using any advertising or other material that may imply that the Participant (and/or its Specified Product) is registered under the relevant Scheme. In addition, the Participant shall report to HKQAA

the serial numbers that have been used in the Labels and the Stickers and provide all other information about the use of the Mark, the Labels and the Stickers to HKQAA as requested by HKQAA from time to time;

- 16.1.2. return and/or destroy, in the presence of a representative of HKQAA if so required by HKQAA, the Confirmation provided to the Participant in accordance with the instructions given by HKQAA;
- 16.1.3. cease carrying on business or operating in a manner which may imply that the Participant (and/or its Specified Product) is registered under the relevant Scheme and cease holding out any present connection or association with HKQAA; and
- 16.1.4. notify all customers of the termination of registration where registration under the relevant Scheme is a condition of contract with a customer and where business is active or likely to be active with that customer within one year of termination.

## **17. Duration**

- 17.1. The relevant Handbook, this T&C and the relevant Guideline (as amended from time to time) shall remain in force for so long as the Participant (and/or its Specified Product) is registered under a Scheme.

## **18. Complaints**

- 18.1. HKQAA agrees to investigate in its reasonable discretion all complaints received in respect of the operation of a Scheme (including but not limited to the review and registration process of the Participant and/or its Specified Product under a Scheme).
- 18.2. Upon receipt of a complaint, HKQAA shall confirm whether the complaint relates to a Scheme and, if so, HKQAA shall use reasonable efforts to handle the same. Such complaints shall be addressed and investigated by the Participant and submit the investigation results to HKQAA for review. The Participant (or the Participant of whose Specified Product) registered under the relevant Scheme will respond to complainants when necessary. HKQAA reserves the right to arrange market surveillance conducted by mystery shoppers, follow-up reviews, ad hoc reviews or early annual review for any urgent and material cases as HKQAA may deem appropriate at its sole and absolute discretion.

## **19. Appeal**

- 19.1. In the event that the Participant wishes to appeal against any decision of HKQAA under this T&C, it shall, within 21 days after being officially informed by HKQAA of such decision, give a notice in writing to HKQAA of its desire to appeal against such decision and the grounds of its appeal.

19.2. The appeal will be considered by the Chief Executive Officer of HKQAA who shall provide a written statement of the findings of an appeal within 30 days after the appeal is lodged. Such findings shall be final and conclusive.

## **20. Alterations**

20.1. The Handbooks, this T&C and the Guidelines may from time to time be amended, supplemented and edited by HKQAA. No such alterations shall affect the right of the Participant to display the Confirmation and to use the Mark, the Labels and the Stickers under the provisions of the relevant Handbook, this T&C and the relevant Guideline unless or until it receives a notice in writing of such alterations by HKQAA notifying the Participant the effective date of such alterations.

## **21. Notice**

21.1. Any notice given under this T&C shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by post, in the case of HKQAA or the Participant, at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted in accordance with this clause.

## **22. Waiver**

22.1. No failure or delay on the part of HKQAA to exercise any right or remedy under this T&C shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under this T&C are cumulative and are not exclusive of any rights or remedies provided by law.

## **23. Governing Law**

23.1. This T&C shall be construed in accordance with the laws of Hong Kong and shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

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