

Terms and Conditions (“T&C”)

條款及條件（“條款”）

We, the applicant specified above, recognize that Hong Kong Quality Assurance Agency (“HKQAA”) operates the Anti-Epidemic Hygiene Measures Certification Scheme (“Scheme”) by auditing organization with hygiene measures including cleaning procedures, processes and resources implemented and verifying the compliance of such measures with the requirements stated in the Scheme Handbook, self-declaration checklist (<https://hkhygiene.hkqaa.org>), and the HKQAA Regulation (“Regulation”)

([http://www.hkqaa.org/cmsimg/1260949677HKQAA%20Regulations%20\(English\).pdf](http://www.hkqaa.org/cmsimg/1260949677HKQAA%20Regulations%20(English).pdf)). We understand that HKQAA reserves the right not to grant or cease to grant certification to us if we fail to adhere to the aforementioned materials.

我等，即上列申請人，承認香港品質保證局（“香港品質保證局”）提供衛生抗疫措施認證計劃（“計劃”）的認證服務，對有關衛生措施，即包括各項清潔程序、工序及資源進行審核，以證明該等措施符合計劃手冊、自我聲明表單(<https://hkhygiene.hkqaa.org>)、香港品質保證局規章（“規章”）([http://www.hkqaa.org/cmsimg/1260949677HKQAA%20Regulations%20\(Trad%20Chinese\).pdf](http://www.hkqaa.org/cmsimg/1260949677HKQAA%20Regulations%20(Trad%20Chinese).pdf))列明的要求。我等了解，如果我等違反以上提及的指引，香港品質保證局保留一切不授予或停止授予認證的權利。

We understand that HKQAA reserves the right to accept or decline any application at its discretion without providing any reason.

我等了解香港品質保證局保留是否接受任何申請的最後決定權而無須給予任何理由。

We agree that if our organization has achieved certification, the submitted self-declaration checklist and electronic certificate will be disclosed on HKQAA website. In consideration of HKQAA agreeing to proceed with our application and auditing our organization, we agree to comply with and be bound by this T&C under circumstances that we consider to be fair and reasonable.

我等亦同意假如我等能成功取得認證，所提交的自我聲明表單及電子證書將會披露於香港品質保證局的網站上，並鑒於香港品質保證局同意繼續處理我等的申請及審核我等業務，我等將在我等認為公平及合理的規則下，遵守此條款並受其約束。

We understand that HKQAA reserves the right to remove any content that is inappropriate without prior notice, the content includes, but is not limited to: be off topic, measures that have been duplicated and mentioned, promote particular services or products, promote political viewpoints or activities, message which is obscene, libelous, illegal, or other content that HKQAA determines as inappropriate.

我等了解香港品質保證局保留刪除任何不合適內容而無須事先通知的權利，有關內容包括但不限於：偏離主題、於前文提及屬於重複的措施、推廣產品或服務、推廣政治主張或活動、淫褻、誹謗、違法或香港品質保證局認為不恰當的內容。

We agree that if our organization has achieved certification, we cannot reapply during the validity of the achieved certification.

我等亦同意假如我等能成功取得認證，我等不能在證書的有效期內再次申請。

We declare that we have maintained all the licences and permits which are required or necessary in connection with the conduct of our business related to the sector we applied in this application.

我等表明我等持有所有在申請中因應行業要求的牌照和許可證。

We declare that all the information and supporting documents provided in this application are true, accurate and complete and we undertake that all information and documents to be provided in the assessment process will be true, accurate and complete.

我等表明在申請中提供的所有資料及證明文件均是真實，準確和完整的，並且保證在評審中提供的所有資料及文件均是真實，準確和完整的。

We understand that additional audits may be required if Hong Kong Tourism Board or HKQAA deem it necessary.

我等明白因應香港旅遊發展局或香港品質保證局認為有需要時，可能需進行額外的審核。

We understand that the initial certification is subsidized by the Hong Kong Tourism Board, and there may be additional cost that we have to fully bear for extra audits, re-apply after certification withdrawal, measures upgrade audits or recertification.

我等了解香港旅遊發展局只資助初次認證的費用，如有額外評審、撤銷證書後的重新申請、措施更新審核和重新認證的費用將由我等全數自行支付。

We understand that the certification fee shall be payable upon submission of an application for certification. All fees paid shall be non-refundable and shall not be subject to set-off, deduction or refund.

我等了解在提交認證申請時應繳付認證費用，所有已付費用均不會退還，並且不予扣除或抵銷。

We recognize that HKQAA may forthwith suspend or withdraw our certificate under the Scheme or refuse to grant or renew our certification if we are unable to comply with this T&C.

我等明白及接受假如我等未能合乎此條款的要求，香港品質保證局可以立即暫停或撤銷本計劃下我等的認證、或拒絕給予認證、或拒絕為認證續期。

We understand that certification cannot and do not completely and exhaustively validate and to guarantee that the certification site is virus-free or disease-free. We undertake that upon certification, we shall continuously and effectively implement the hygiene measures, comply with the certification and regulatory requirements, assist the surveillance and inspection by relevant regulatory authorities as well as provide information truthfully towards enquiries and investigations. Upon certification, we shall notify HKQAA promptly about the following circumstances when there are:

- a. major complaints from clients or interested parties regarding the certification scheme;
- b. non-compliance issues of hygiene measures against statutory requirements raised by regulatory authorities;
- c. changes in legal status, production and business operation, ownership; administrative licence, compulsory certification or other qualification, legal representative, responsible person in self-declaration; certification site/ boundaries and/ or its address for production and services; significant changes of its key process;
- d. any other critical occasions affecting the operation of hygiene measures.

我等明白及了解該認證不會及不能完全詳盡地驗證及保證場所能完全免於病毒或疫病的風險。我等承諾獲得認證後將持續有效履行衛生措施；遵守認證要求及相關法律法規，協助相關監管機構的監督檢查，對有關事項的詢問和調查如實提供相關材料和信息。獲得認證後，在發生以下情況時，我等應及時向香港品質保證局通報：

- a. 客戶及相關方就衛生措施認證的投訴；
- b. 衛生措施被監管機構認定不符合法定要求；
- c. 相關情況發生變更，包括：法律地位、生產經營狀況、所有權；取得的行政許可資格、強制性認證或其他資質證書；法定代表人、於自我聲明中的負責人；生產經營或服務的工作場所及/ 或其地址；重要程序的重大變更等；
- d. 出現影響履行衛生措施的其他重要情況。

We understand that we shall be liable for and will indemnify HKQAA against 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 ,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 this T&C or relevant guideline.

我等明白我等有責任及須彌償香港品質保證局，使其免受由於參加者違反本條款及/或相關指引而引起的任何糾紛或合同、侵權或其他申索或程序或者第三方向香港品質保證局提出訴訟以索取濟助，從而為香港品質保證局帶來的所有直接或相應損失，如任何法律責任、損失、損害、費用、

法律費用、專業及任何性質的其他開支（包括但不限於任何經濟損失或其他利潤、業務或商譽損失）。

We acknowledge that HKQAA is the owner or licensee of copyright, know-how and other intellectual property rights in the Scheme. No rights, title or interest in such intellectual property is transferred to us from the issuance of the certification.

我等明白，香港品質保證局是計劃的版權，專有技術和其他知識產權的所有者或被許可人。證書頒發後，香港品質保證局不會將該些知識產權的任何權利或利益轉移給我等。

If anything in these terms is held to be invalid or unenforceable by any court or other competent authority, all other provisions will remain in full force and effect.

如果任何法院或其他主管當局裁定這些條款中的任何內容無效或無法執行，則所有其他規定將保持全部效力。

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.

本條款應按香港法律詮釋，並受香港法院的專屬司法管轄權管轄。

In case there is any conflict between the Chinese version and the English version, the English version shall prevail.

若英文本與中文譯本之間有任何歧異，則以英文本為準。