

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 his/her name under the Scheme.
- “Certificate” means a certificate of registration or a registration card issued by HKQAA to the Participant showing that the Participant is registered under the Scheme.
- “Guidelines” means the Guidelines for the Use of Mark for the Scheme which are drafted and prepared by HKQAA for all Participants together with other amendments, supplements and/or additions made by HKQAA at its sole and absolute discretion from time to time.
- “Handbook” means the HKQAA Hong Kong Registration – Personnel Series Registration Handbook, which is drafted and prepared by HKQAA for all the Participants of the 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.
- “Mark” means the mark designed by HKQAA for the Scheme.
- “Participant” means an individual/ a company (whether corporate or unincorporated) who/which has applied for but has not yet been confirmed the registration under the Scheme and/or an individual or a company whose registration under the Scheme has been confirmed, as the context so admits.
- “Scheme” means HKQAA Hong Kong Registration – Personnel Series, the registration scheme operated by HKQAA for registering a Participant who duly and fully complies with all the requirements of registration under the provisions of this T&C and the Handbook.
- “T&C” means these terms and conditions of the Scheme 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. Any individual/company who desires to be registered under the Scheme shall lodge an Application with HKQAA by submitting to HKQAA an application form together with the relevant supporting documents as required under the Handbook and provide any information required by HKQAA at its sole and absolute discretion from time to time.
- 2.2. HKQAA will process the Application in accordance with the terms and conditions of the Handbook and this T&C.

3. Initial and Annual Reviews

- 3.1. In accordance with the requirements in the Handbook, after submitting the Application, a Participant will be subject to an initial review by HKQAA to examine the relevant information before approving the registration of the Participant under the Scheme.
- 3.2. So long as he/she is registered under the Scheme, the Participant is also subject to annual reviews by HKQAA which will examine the continuous fulfillment of all requirements under the Scheme pursuant to this T&C and the Handbook.

4. Registration

- 4.1. Once the Application is approved, the Participant agrees to, so long as he/she is registered under the Scheme:
- 4.1.1. accept and comply with the Handbook, this T&C and the Guidelines at all times;
- 4.1.2. pay all necessary fees to HKQAA.
- 4.2. HKQAA shall issue a Certificate to the Participant once the Application is approved.
- 4.3. HKQAA reserves the right to charge the Participant a replacement fee where the Certificate is lost.

5. Information

- 5.1. The Participant understands and agrees that HKQAA is entitled to disclose the following information to the public (including but not limited to, via HKQAA’s web-site):
- 5.1.1 the name, registration number and registration type of the Participant; and
- 5.1.2 any other information as agreed by the Participant to be disclosed.

6. Impartiality

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

7. Obligations of the Participant

- 7.1. The Participant shall at all times comply with the terms and conditions set forth in the Handbook, this T&C and the Guidelines.

8. Charges

- 8.1. HKQAA shall charge and the Participant shall pay:-
- 8.1.1. an application fee which is non-refundable and payable upon submission of the prescribed form of application; and
- 8.1.2. an annual registration fee. The first annual registration fee shall be payable by the Participant upon the issue of the Certificate and subsequent annual registration fees shall be due on the anniversary of the registration and shall be payable within 30 days after the date of the demand note/invoice issued by HKQAA to the Participant. Any annual registration fee paid is non-refundable in any event notwithstanding the Participant’s withdrawal of his/her Application, or his/her termination of his/her registration under the Scheme, or him/her being de-registered from the Scheme.

9. Obligations of HKQAA

- 9.1. Without prejudice to Clause 3, HKQAA shall use its best endeavours to arrange initial or annual review as required under the provisions of the Handbook or as HKQAA may deem appropriate at its sole and absolute discretion.

10. Confidentiality

- 10.1. All information 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 for the purpose of the registration of the Participant under the Scheme and HKQAA shall ensure that such personnel treat such information as confidential. HKQAA shall use the information

so disclosed for the purpose of registration only, and shall not disclose such information to any third party without prior written consent of the Participant, provided always that the foregoing obligations of confidence shall not apply to information which is:-

- 10.1.1. in the public domain;
- 10.1.2. 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;
- 10.1.3. disclosed to a third party pursuant to the written consent of the Participant in question; or
- 10.1.4. disclosed to a third party pursuant to statutory, regulatory or other legal requirements including any Order of court.

11. Ownership of trademark and use of the Mark

- 11.1. HKQAA is the legal and beneficial owner of the interests and rights in the Mark. So long as the Participant is registered under the Scheme, the Participant is entitled to use the Mark in accordance with the Guidelines. The Participant shall not copy, reproduce, publish, adapt, distribute, display, sell, license, or otherwise exploit the Mark for any purposes or in any manner other than in accordance with the Guidelines without the prior written consent of HKQAA. The Participant agrees and acknowledges that the layout and design of the Mark may be amended, revised or otherwise modified by HKQAA at its sole and absolute discretion from time to time. The Participant agrees to, upon ceasing to be a Participant for whatever reason, return to HKQAA upon request all materials bearing the Mark which are held by him/her.

12. De-registration or Refusal or Rejection of Application

- 12.1. HKQAA is entitled to (i) de-register a Participant registered under the Scheme forthwith; or (ii) refuse and/or reject the Application lodged by the Participant by issuing a written notice to the Participant under any of the following circumstances:-
 - 12.1.1. if the Participant fails to comply with the requirements stated in clause 7;
 - 12.1.2. if the Participant is charged with an indictable offence;
 - 12.1.3. if, in respect of an individual, the Participant has become bankrupt or has a receiving order made against him or suspends payments or compounds with his creditors, and, in respect of a company, a petition or an order is presented for the winding-up or liquidation of the Participant or the Participant makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for its winding-up or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of the Participant or any analogous matter thereto occurs in respect of the Participant;
 - 12.1.4. if the Participant is struck off from the register of the relevant qualification (if applicable), including but not limited to, the International Register of Certificated Auditors, China Certification and Accreditation Association and other equivalent qualification;
 - 12.1.5. if the Participant is subject to a complaint under clause 14 of this T&C and after investigation HKQAA considers it appropriate to de-register the Participant or refuse/reject the Application of the Participant, as the context so admits;
 - 12.1.6. if the Participant fails to pay any charges or fees as required under the Handbook, this T&C and/or the Guidelines; or;
 - 12.1.7. if there develop any events, matters or circumstances which, in the opinion of HKQAA, make or may make it inadvisable, inexpedient or impracticable for the Participant to remain registered under the Scheme or for HKQAA to proceed with the Application.

13. Duration

- 13.1. The Handbook, this T&C and the Guidelines (as amended from time to time) shall remain in force for so long as the Participant is registered under the Scheme.

14. Complaints

- 14.1. HKQAA agrees to investigate at its reasonable discretion all complaints received in respect of the operation of the Scheme (including but not limited to the initial and annual reviews and registration process of Participants under the Scheme), or in respect of a Participant registered under the Scheme.
- 14.2. Upon receipt of a complaint in respect of the operation of the Scheme, HKQAA shall use reasonable efforts to handle the same. Where the complaint in respect of the operation of the Scheme is submitted by a Participant (whether registered under the Scheme or applying to be registered under the Scheme), such Participant may be asked to supply information, or attend interviews, or do such things as HKQAA deems necessary to assist HKQAA in handling and investigating such complaints.
- 14.3. Upon receipt of a complaint in respect of a Participant, registered under the Scheme, HKQAA shall determine at its reasonable discretion whether the complaint is substantial and/or whether to investigate with regard to the complaint, and shall notify the Participant of the complaint. The Participant shall assist HKQAA in its investigation by, including but not limited to, providing relevant information to HKQAA upon request and shall address the complaint. The Participant registered under a Scheme will be asked to respond to questions from HKQAA with regard to the complaint where necessary. Depending on the results of the review of such complaints, HKQAA may exercise its discretion under Clause 12.1 to de-register the Participant, or reject the Application of the Participant.

15. Alterations

- 15.1. The Handbook, 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 unless or until such alterations and the effective date thereof have been published by HKQAA (whether on its website or by such other means).

16. Waiver

- 16.1. 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.

17. Governing Law

- 17.1. This T&C is governed by and 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.

18. Language

- 18.1. HKQAA may supplement this T&C with a Chinese translation. In case of discrepancies between the English version and the Chinese version of this T&C, the English version shall prevail.

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