

## Terms and Conditions

### 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.
- "Registration card" means a registration card issued by HKQAA to the Participant showing that the Participant is registered under the Scheme.
- "Registration letter" means a confirmation letter issued by HKQAA to the Participant showing that the Participant is registered under the Scheme.
- "Handbook" means the Registration Handbook for the Pest Control Personnel Registration Scheme, 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.
- "Participant" means an individual who has applied for but has not yet been confirmed the registration under the Scheme and/or an individual whose registration under the Scheme has been confirmed, as the context so admits.
- "Scheme" means the Pest Control Personnel Registration Scheme, 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 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.
- 2.3. Upon submission of an application by a participant to HKQAA, HKQAA has the right to make inquiries and/or request further information, documents and evidence from the applicant to determine his/her eligibility for registration under the Scheme. The applicant hereby agrees that HKQAA has the right to retain these documents and evidence and their copies. All information and documents submitted to HKQAA will only be used for registration purposes and will not be returned.

### 3. Reviews

- 3.1. In accordance with the requirements in the Handbook and this T&C, after submitting the Application, a Participant will be subject to review by HKQAA to examine the relevant information before approving the registration of the Participant under the Scheme.

### 4. Registration

- 4.1. Once the Application is submitted, the Participant agrees to:
- 4.1.1. pay all necessary fees to HKQAA.
- Once the Application is approved, the Participant agrees to, so long as he/she is registered under the Scheme:
- 4.1.2. accept and comply with this T&C and the Handbook at all times; and
- 4.2. HKQAA shall issue a registration letter and registration card to the Participant once the Application is approved.
- 4.3. The application will be invalidated if it cannot be completed within 12 months of the date of application. Under this circumstance, only the registration fee will be refunded to the applicant.

### 5. Information

- 5.1. The Participant understands and agrees that HKQAA is entitled to disclose the following information to the public (include but not limited to HKQAA's website):
- 5.1.1 the name, registration number, registration status 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 this T&C and the Handbook.

### 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. a new or renewal registration fee. Depending on the type of applications, applicants are required to pay a registration fee valid for a period of 3-year or 5-year upon submission of their application. HKQAA will refund the registration fee to the applicant only under the circumstance that the registration is not successful;
- 8.1.3. other necessary fees, including, but not limited to, a fee to suspend registration or replacement fee for registration card and/or a registration letter.

## **9. Obligations of HKQAA**

- 9.1. Without prejudice to Clause 3, HKQAA shall use its best endeavours to arrange review as required under the provisions of the Handbook 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. De-registration or Refusal or Rejection of Application**

- 11.1. 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: -
  - 11.1.1. If the Applicant fails to comply with the requirements stated on this Handbook and the relevant Terms and Conditions;
  - 11.1.2. If the Applicant commits misconduct or neglect in a professional respect;
  - 11.1.3. if the registration of the Applicant was obtained by misrepresentation or fraud;
  - 11.1.4. If the Applicant is charged with laws related to the pest control profession;
  - 11.1.5. If the Applicant is subject to a complaint under Clause 13 of the Terms and Conditions and after investigation HKQAA considers it appropriate to deregister the Applicant or refuse/reject the Application of the Applicant, as the context so admits;
  - 11.1.6. If the Applicant fails to pay any charges or fees as required under Terms and Conditions and/ or the Handbook;
  - 11.1.7. If the Applicant does not timely submit the renewal application before the expiration of the registration; or
  - 11.1.8. 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 Applicant to remain registered under the Scheme or for HKQAA to proceed with the Application.

## **12. Consequences of Suspension**

- 12.1. Upon suspension of person's registration under the Scheme (for whatever reason), the person agrees and warrants that he/she shall forthwith:
  - 12.1.1. Cease using the registration card and/or registration letter in any manner whatsoever and shall cease using any advertising or other material that may imply that his/her Business is registered under the Scheme.
  - 12.1.2. At HKQAA's option either deliver up to the HKQAA or destroy in the presence of a representative of the HKQAA (if HKQAA wish a representative to be present) the registration card, registration letter, all materials and items bearing the registration and other material contemplated by sub-clause 12.1.1
  - 12.1.3. Notify all customers of the suspension of registration rights where registration is a condition of contract with a customer and where business is active or likely to be active.

## **13. Duration**

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

## **14. Renewal**

- 14.1. Renewal applications must be made at least 2 months before and no earlier than 6 months before the expiry date. Depending on the type of registration, successful application will renew the registration for an additional 3 or 5 years. The validity of the new registration will start from the expiry date of the previous registration.

## **15. Complaints**

- 15.1. 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 reviews and registration process of Participants under the Scheme), or in respect of a Participant registered under the Scheme.
- 15.2. 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.

15.3 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 the 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 11.1 to de-register the Participant, or reject the Application of the Participant.

**16 Appeal**

16.1 In the event that the Applicant wishes to appeal against the decision of HKQAA, it shall, within 21 calendar 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.

16.2 CEO/ Deputy CEO of HKQAA will consider the appeal application and provide the appeal decision in writing within 30 calendar days of the filing of the appeal application. This decision is final and cannot be overthrown.

**16. Alterations**

16.1 This T&C and the Handbook 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).

**17 Waiver**

17.1 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.

**18 Governing Law**

18.1 This T&C and the Handbook 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).

**19 Language**

19.1 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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