

**Hong Kong Building Rehabilitation Facilitation Services Limited**

**Building Rehabilitation Company Registration Scheme  
(BRCRS)**

**Terms and Conditions**

**31 March 2021**

## Terms and Conditions of Building Rehabilitation Company Registration Scheme

### 1. Interpretation

- 1.1. In these Terms and Conditions, the following expressions shall have the following meanings except the context otherwise required:

“Applicant” means a legal entity which has submitted the Application.

“Application” means an application submitted to HKBRFSL by an Applicant for registration as building rehabilitation service provider under BRCRS.

“Appointed Persons” means any person (including without limitation a company or an organization) appointed by HKBRFSL to undertake or carry out on its behalf any activities under BRCRS.

“BRCRS ” means the Building Rehabilitation Company Registration Scheme which is a voluntary scheme operated and administered by HKBRFSL to maintain a database of building rehabilitation service providers for reference by the public.

“Confirmation” means the following documents issued by HKBRFSL to an Applicant confirming its registration as building rehabilitation service provider under BRCRS:

- i. confirmation of registration; and
- ii. certificate of registration.

“Handbook” means the handbook prepared and issued by HKBRFSL for BRCRS together with the amendment, supplement or addition (as the case may be) made by HKBRFSL at its sole and absolute discretion from time to time.

“HKBRFSL” means Hong Kong Building Rehabilitation Facilitation Services Limited.

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

“Registrant” means a legal entity that is registered as building rehabilitation service provider under BRCRS.

“T&C” means these terms and conditions of HKBRFSL’s BRCRS together with the amendment, supplement or addition (as the case may be) made by HKBRFSL at its sole and absolute discretion from time to time.

### 2. Application

- 2.1. An Applicant shall comply with all the requirements for Application set out in the Handbook and the T&C.
- 2.2. When processing the Application, HKBRFSL is entitled to raise inquiries to the Applicant or request the Applicant to provide any information, document and evidence (which will be retained by HKBRFSL at its sole and absolute discretion) to determine its eligibility for registration under BRCRS. All information, documents and evidence submitted by the Applicant to HKBRFSL will only be used for the purpose of processing the Application.
- 2.3. The Applicant shall pay to HKBRFSL all necessary fees and charges set out in Clause 9.1 and 9.3.
- 2.4. The Application will lapse in the following circumstances:
- i. the application process cannot be completed by HKBRFSL because the Applicant fails to submit any document or information required by HKBRFSL within its specified period; or
  - ii. the Applicant fails to compromise with HKBRFSL on the date for on-site initial assessment within 12 months after the date of receipt of the Application by HKBRFSL.

### **3. Initial Assessment, Renewal Assessment and Re-assessment**

3.1. The Applicant shall allow, assist and facilitate HKBRFSL to conduct an on-site initial assessment in accordance with the requirements prescribed in the Handbook and this T&C to carry out the following tasks required for registration under BRCRS:

- i. taking photographs of the office and other materials of the Applicant; and
- ii. examination of the relevant information of the Applicant.

3.2. If the Applicant is not satisfied with the result of the initial assessment, it may apply for a re-assessment. For the re-assessment, the Applicant shall provide information on new projects completed after the date for the initial assessment.

3.3. If registration under BRCRS is successful, the registration is valid for a period of 3 years. A Registrant may apply to HKBRFSL for renewal of registration before the end of the 3-year registration period. Subject to the result of an on-site renewal assessment to be conducted by HKBRFSL in accordance with the requirements prescribed in the Handbook and this T&C to examine and take record of the relevant information and documents of the Registrant required for renewal of its registration under BRCRS, HKBRFSL will renew the registration of the Registrant under BRCRS for another 3 years.

If the Registrant is not satisfied with the result of the renewal assessment, it may apply for a re-assessment. For the re-assessment, the Registrant shall provide information on new projects completed after the date for the renewal assessment.

3.4. For any assessment required under this Clause 3, it will be carried out by the staff of HKBRFSL or its authorized representative or the Appointed Persons at the office of the Applicant or the Registrant (as the case may be) during normal office hours (from 9:00 a.m. to 6:00 p.m.) on business day (Monday to Friday except public holidays) to examine the validity of relevant documents and information required for registration under BRCRS or its renewal (as the case may be), including without limitation the self-declared and self-disclosed information (i.e. the information in Form for Company Information Items and the information in Form for Declarations on Contraventions, Convictions and Disciplinary Proceedings). The Applicant or Registrant shall reach a compromise with HKBRFSL on the date and time for any assessment required under this Clause 3.

### **4. Registration**

4.1. When the Application is successful, HKBRFSL will issue to the Applicant an approval letter. The Applicant shall sign and return to HKBRFSL the approval letter to signify and confirm its full acceptance of and compliance with the following requirements during the period when the Registrant is registered under BRCRS :

- i. the Registrant shall accept and comply with relevant provisions and requirements in the Handbook and this T&C in relation to the registration as building rehabilitation service provider under BRCRS;
- ii. the Registrant shall carry on a bona fide business relevant to the type of registration under BRCRS;
- iii. the Registrant shall give such undertakings and proof of its legal status to HKBRFSL as it may require from time to time; and
- iv. the Registrant shall pay to HKBRFSL all necessary fees and charges set out in Clause 9.2 and 9.3.

4.2. After receipt of the signed approval letter from the Applicant, HKBRFSL will issue the Confirmation to the Applicant.

### **5. Information**

5.1. For operation of the BRCRS, the Registrant shall agree that HKBRFSL is entitled to disclose the following information of the Registrant to the public (e.g. via BRCRS website of HKBRFSL) after the issue of Confirmation in order to facilitate the evaluation and selection of building rehabilitation service providers by the public:

- i. name;
- ii. registration no.;

- iii. registration issuance date;
- iv. registration expiry date
- v. type of registration
- vi. registration status
- vii. the basic organizational information disclosure items as per the Scheme requirements; and
- viii. score of the Registrant.

## **6. Impartiality**

- 6.1. The Registrant shall agree that any disputes arising from the operation of BRCRS shall be resolved by HKBRFSL in a fair and impartial manner.

## **7. Assignment**

- 7.1. The Registrant shall not licence, assign or otherwise transfer its rights and benefits whatsoever under the Confirmation or BRCRS (as the case may be) to anyone in any event.
- 7.2. In the event of a breach of Clause 7.1 by the Registrant, HKBRFSL is entitled to cancel without any notice to the Registrant its registration under BRCRS forthwith.

## **8. Obligations**

- 8.1. The Registrant shall represent, warrant and undertake to HKBRFSL that it shall:
  - i. at all times comply with the terms and conditions set forth in the Handbook and this T&C;
  - ii. claim compliance and rights with BRCRS with respect only to the Registrant and the scope of those activities which are duly approved and registered under BRCRS;
  - iii. inform HKBRFSL about each foreseeable change below within one month after its occurrence:
    - (i) change on the legal status of the Registrant;
    - (ii) any change whatsoever that would affect the registration status of the Registrant under BRCRS;
  - iv. at all times ensure that the business activities of Registrant which are covered by its registration under BRCRS shall duly and fully comply with the requirements of the Handbook and this T&C;
  - v. not use registration of the Registrant under BRCRS in such a manner as to bring HKBRFSL into disrepute, and the Registrant shall not make any statement regarding its registration under BRCRS without the prior written approval of HKBRFSL (such approval shall not be unreasonably withheld or delayed);
  - vi. ensure that all registration documents of the Registrant under BRCRS (including without limitation the Confirmation) will not be used in a misleading manner or in breach of any terms and conditions of the Handbook and this T&C;
  - vii. give staff of HKBRFSL, its authorized representative or the Appointed Persons unrestricted access (without prior notice if required by HKBRFSL) during Office Hours on Business Day to the office of the Registrant, for the purpose of, among others, undertaking assessment or determining whether the Registrant has complied with its obligations on cancellation of registration under BRCRS as described in Clause 14 when on-site assessment is required under BRCRS;
  - viii. maintain and keep all the required documentations as stated in the Handbook until the lapse of three years after the date of Confirmation relating to this 3-year period and forthwith provide to HKBRFSL upon its request the aforesaid documentations in a timely manner from time to time;

- ix. comply with all instructions and directions given by HKBRFSL to the Registrant for its observance of and compliance with the Handbook and this T&C;
- x. provide to HKBRFSL upon its demand records of all complaints against the Registrant in relation to its performance under BRCRS and the follow-up actions taken;
- xi. provide to HKBRFSL all information and documents required by HKBRFSL for its operation and administration of BRCRS and ensure that all such information and documents shall be true and correct in all material respects and there shall not be non-disclosure of any fact which will render any such information or documents inaccurate or misleading in any aspect or which, if disclosed, may reasonably affect the decision of HKBRFSL regarding the registration of the Registrant under BRCRS;
- xii. only use the BRCRS registration status of the Registrant for its own business and shall not imply that its registration status under BRCRS shall cover any of its parent, subsidiary, affiliate, partner or other entity or any of them is registered under BRCRS by virtue of the registration of the Registrant under BRCRS; and
- xiii. make available to the public the information about its registration under BRCRS and ensure that such information will be updated where necessary.

## **9. Charges**

- 9.1. HKBRFSL will charge the Applicant an application fee. The Applicant shall pay the application fee without deduction or set-off to HKBRFSL within its specified period. The application fee is non-refundable in any event (i.e. the Application is being withdrawn by the Applicant or rejected by HKBRFSL).
- 9.2. HKBRFSL will charge the Registrant a renewal fee. The Registrant shall pay the renewal fee without deduction or set-off to HKBRFSL within its specified period. The renewal fee is non-refundable in any event (i.e. the registration is being withdrawn by the Registrant or terminated by HKBRFSL);
- 9.3. HKBRFSL will charge the Applicant or the Registrant (as the case may be) the following costs and such costs shall be paid to HKBRFSL within its specified period:
  - i. costs related to the re-assessment;
  - ii. costs for issue of duplicate certificate; and
  - iii. costs for any change of registration status or type upon request of the Registrant.
- 9.4. The amount of the fees payable under Clause 9.1, 9.2 or 9.3 shall be determined by HKBRFSL on a fair and reasonable basis and HKBRFSL may vary or revise from time to time the amount of any fees payable under this Clause 9 at its sole and absolute discretion. HKBRFSL will provide to the Applicant or the Registrant (as the case may be) upon request full details and information concerning the fees payable under this Clause 9.
- 9.5. If any fee payable under Clause 9.1, 9.2 or 9.3 (as the case may be) is not paid by the due date, HKBRFSL shall be entitled to terminate the processing of the Application or the Renewal Registration (as the case may be) with immediate effect without prior notice.

## **10. Confidentiality**

- 10.1. All information of a technical or business nature disclosed to HKBRFSL pursuant to the terms and conditions of the Handbook and this T&C shall be regarded as confidential and shall only be disclosed by HKBRFSL to its employees or the Appointed Persons as is necessary and HKBRFSL shall ensure that they treat such information as confidential. Such information shall only be used by HKBRFSL in accordance with the terms and conditions of the Handbook and this T&C and shall not be disclosed by HKBRFSL to any third party, provided always that the foregoing obligations of confidentiality shall not apply to information which is:
  - i. in the public domain; or

- ii. already in the possession of HKBRFSL or later comes into its possession without any obligations of confidentiality from an independent third party which has not derived it from the Applicant or Registrant in question; or
  - iii. disclosed to a third party pursuant to the written consent of the Applicant or Registrant in question; or
  - iv. disclosed to a third party pursuant to statutory, regulatory or other legal requirements including any order of court.
- 10.2. HKBRFSL shall prior to disclosure of information under Clause 10.1. iv. above inform the Applicant or the Registrant (as the case may be) of the intended disclosure (unless otherwise prohibited by law).
- 10.3. HKBRFSL will inform all of its employees and the Appointed Persons the confidentiality obligations of HKBRFSL as specified above, and HKBRFSL shall be responsible for ensuring that such employees and Appointed Persons keep all relevant information confidential.

## **11. Exclusion of liability**

- 11.1. Subject to the Control of Exemption Clauses Ordinance (Cap.71), HKBRFSL shall not be liable to the Applicant or the Registrant (as the case may be) for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with its Application or Registration (as the case may be) under BRCRS. Notwithstanding the generality of the foregoing, HKBRFSL expressly excludes liability for consequential loss or damage suffered by the Applicant or the Registrant (as the case may be) including any loss or damage resulting from claims brought by any of its clients or customers, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 11.2. Subject to Clause 11.1 above, all conditions and warranties on the part of HKBRFSL implied by statute, common law or otherwise are expressly excluded.
- 11.3. Without prejudice to Clauses 11.1 and 11.2, and in the event that the courts of Hong Kong consider a complete exclusion of liability under this Clause 11 to be unreasonable, HKBRFSL's liability in contract, tort or otherwise to the Applicant or the Registrant (as the case may be) with respect to any claim arising in connection with any HKBRFSL's act or omission in assessing and/or registering the Applicant or the Registrant (as the case may be) under BRCRS and/or operating BRCRS shall be capped at the lower of (i) the amount of application fee or the renewal fee (as the case may be) or (ii) HK\$50,000.
- 11.4. The Applicant or Registrant acknowledge that HKBRFSL relies on its reviews of selected samples of record provided by the Applicant and Registrant as required in the Scheme Handbook to approve the initial registration and issue the Confirmation to the relevant Applicant and to approve the renewal registration and issue the Confirmation to the relevant Registrant.
- 11.5. The Applicant and Registrant undertakes and confirms that the contents of the self-declaration and self-disclosure made under BRCRS are true, accurate and complete.

## **12. Indemnity**

- 12.1. The Applicant or Registrant (as the case may be) shall be liable for and will indemnify HKBRFSL against any and all liabilities, losses, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by HKBRFSL 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 HKBRFSL by a third party claiming relief against HKBRFSL in respect of any event arising from and/or in connection with any breach or default of the requirements, terms and conditions of the Handbook and this T&C by the Applicant or Registrant (as the case may be).

## **13. Refusal/ Withdrawal of Registration**

- 13.1. HKBRFSL is entitled, at its sole and absolute discretion, to refuse or withdraw the registration of the Registrant by issuing a written notice to the Registrant if:
- i. the Registrant commits a breach of any of the requirements, terms and conditions of the Handbook or this T&C (as the case may be), including but not limited to any failure to permit the renewal registration assessment,

provided that if the breach is capable of remedy the notice shall only be given if the Registrant does not remedy the same within one month after HKBRFSL gives the Registrant a written notice specifying the breach and requiring it to be remedied; or

- ii. the Registrant becomes subject to the bankruptcy laws or makes any arrangements or composition with its creditors, or enters into liquidation, whether compulsory or voluntary (excluding liquidation for the purpose of reconstruction), or has a receiver of its business appointed, or an officer of the Registrant is convicted of an offence tending to discredit the reputation and good faith of the Registrant as a building rehabilitation service provider; or
- iii. by giving immediate written notice if the Registrant goes into bankruptcy, liquidation, insolvency or receivership or an administrator is appointed for any or part of the undertaking thereof; or
- iv. there is negative mass media report against the Registrant and the negative mass media report is related to the registration scope of the Registrant.

13.2. In the event of withdrawal, all the outstanding fees incurred by HKBRFSL prior to the withdrawal shall become immediately due and payable notwithstanding anything provided for in Clause 9.2 or 9.3. All fees paid to HKBRFSL before the withdrawal will be forfeited by HKBRFSL and no refund will be made to the Registrant in any event.

#### **14. Consequence of Withdrawal**

14.1. Upon withdrawal of the Registrant's registration, the Registrant agrees, undertakes and warrants that it shall forthwith:

- i. cease displaying the Confirmation or otherwise make available the Confirmation to the public, and cease using any advertising or other material that may imply that the Registrant is registered under BRCRS;
- ii. return and/or destroy, in the presence of the Appointed Persons if so required by HKBRFSL, the Confirmation provided to the Registrant in accordance with the instructions given by HKBRFSL;
- iii. cease carrying on business or operating in a manner which may imply that the Registrant withdrawn is still registered under BRCRS; and
- iv. notify all customers of the termination of registration where registration under BRCRS is a condition of contract with such customer and where business is active or likely to be active with that customer within one year of termination.

#### **15. Duration**

15.1. The Handbook and this T&C (as amended from time to time) shall remain legally binding to the Applicant or Registrant (as the case may be) for so long as the Applicant is applying for or is registered as the Registrant under the BRCRS.

#### **16. Complaints**

16.1. HKBRFSL agrees to investigate in its reasonable discretion all complaints received in respect of the operation of BRCRS including the assessment and registration process.

16.2. Upon receipt of a complaint, HKBRFSL shall confirm whether the complaint relates to BRCRS and, if so, HKBRFSL shall use reasonable efforts to handle the same. Such complaints shall be addressed and investigated in accordance with the HKBRFSL documented complaint handling procedure. Where HKBRFSL receives any complaint against the Registrant, HKBRFSL shall confirm whether the complaint relates to BRCRS and, if so, the Registrant shall address and investigate the complaint if required by HKBRFSL. HKBRFSL reserves the right to assign the Appointed Persons to attend the office of the Registrant 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 information and documentations provided by the Registrant pursuant to BRCRS and to examine the compliance of the requirements, terms and conditions of the Handbook and this T&C by the Registrant.

**17. Appeal**

- 17.1. In the event that the Applicant during initial registration or Registrant during renewal registration wishes to appeal against any decision of HKBRFSL under BRCRS, it shall, within 21 days after being officially informed by HKBRFSL of such decision, give a notice in writing to HKBRFSL of its desire to appeal against such decision and the grounds of its appeal.
- 17.2. The appeal will be considered by the top management of HKBRFSL who shall provide a written statement of the findings of an appeal within 60 days after appeal is lodged. Such findings shall be final and conclusive.

**18. Alterations**

- 18.1. The Handbook and this T&C may from time to time be amended, supplemented and edited by HKBRFSL. No such alterations shall affect the right of the Registrant to display the Confirmation under the provisions of the Handbook and this T&C unless or until it receives a notice in writing of such alterations by HKBRFSL notifying the Registrant the effective date of such alterations.

**19. Notice**

- 19.1. 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 HKBRFSL or the Registrant, 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 48 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.

**20. Waiver**

- 20.1. No failure or delay on the part of HKBRFSL 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.

**21. Governing Law**

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

**Company Name** : \_\_\_\_\_  
**Name of Authorized Signatory** : \_\_\_\_\_  
**Title** : \_\_\_\_\_  
**Signature** : \_\_\_\_\_  
**Date** : \_\_\_\_\_

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