

APPENDIX C – GENERAL TERMS AND CONDITIONS OF CONTRACT

1. “Contractor” means the person who enters into the contract with the Hong Kong Green Building Council Limited (“HKGBC”) or the person or service provider whose quotation has been accepted.
2. “Contract” means the contract, purchase order or letter of acceptance herein including the contents of these general conditions.
3. The Services and Variation
 - (a) The services to be performed under the Contract shall be as laid down in the quotation and special conditions (if any) and shall be carried out to the satisfaction of the HKGBC.
 - (b) The HKGBC may, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable.
 - (c) Where a variation has been made to this Contract, the amount to be added to or deducted from the Contract price in accordance with that variation shall be reasonable. In any circumstances, such amount should be subject to the approval of the HKGBC.
4. Assignment

The Contractor shall not, without the written consent of the HKGBC, assign or otherwise transfer any part of this Contract, and the performance of this Contract by the Contractor shall be deemed to be personal to him.
5. Copyright

The copyright or other intellectual property rights subsisting in the materials, reports or any other documents produced or procured in relation to the services performed and throughout the Contract period shall be the sole and exclusive property of the HKGBC. The Contractor should warrant that no intellectual property rights of any third party have been or will be infringed and shall indemnify the HKGBC against any claims and damages for breach of intellectual property rights.
6. Quality of Services

The services shall be as specified in the service scope and shall fulfill all the conditions and terms of any specifications (if any) supplied to the Contractor.

7. Compliance with the laws of Hong Kong Special Administrative Region and Valid Licences

The Contractor has to comply with all laws of Hong Kong Special Administrative Region. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in Hong Kong Special Administrative Region in the execution of this Contract. The Contractor should hold valid licences when performing relevant work if required by law. If there is any breach of this clause, the HKGBC may terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by HKGBC as a result of the termination of this Contract.

8. Inspection, Rejection and Acceptance

- (a) The Services performed shall be subject to inspection by the HKGBC who may at their own discretion terminate this Contract or withhold payment unless the services have been performed in accordance with the terms and conditions of this Contract and to the satisfaction of the HKGBC. Upon breach of any essential terms and conditions of this Contract by the Contractor, including but not limited to failure to comply with the performance requirements set by the HKGBC, the HKGBC shall have the right to reject unsatisfactory performance of the Services and suspend or to deduct relevant payment until the defects have been rectified by the Contractor to the satisfaction of the HKGBC. The HKGBC reserves the right to claim against the Contractor for all related financial loss or expenses necessarily incurred by the HKGBC.
- (b) Being notified in writing of the rejection of any services, the Contractor shall take immediate and necessary action to rectify such rejected Services within reasonable time as agreed by the HKGBC.
- (c) If the Contractor shall fail to rectify such rejected services in accordance with item (b) above, the HKGBC may, without prejudice to any other rights and remedies available to the HKGBC, carry out and complete such services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by the HKGBC thereof shall be recoverable in full from the Contractor forthwith.
- (d) The services performed in pursuance of this Contract shall not be deemed to have been accepted unless either: -
 - i. The HKGBC shall so certify; or
 - ii. The services are not rejected as being unsatisfactory.

9. Insurance and Compensation

- (a) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, the Contractor has to warrant to take out and maintain an Employees' Compensation insurance policy ("EC policy") covering against all liabilities arising from any death, accident or injury to any persons in the employment of the Contractor and any sub-contractor of any tier and the HKGBC shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period.
- (b) The Contractor shall effect and keep in force during the contract period at his own expense a policy of insurance against all claims, demands or liability aforesaid in this contract period with an insurance company and shall continue such insurance during the continuance of the Contract.
- (c) In the event of any of the Contractor's sub-contractors of any tier or employees or agents of the sub-contractors' employees suffering any injury or death in the course of arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 working days give notice in writing of such injury or death to the HKGBC.

10. Bankruptcy or Receivership

The HKGBC may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation if the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Contractor, but without any prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the HKGBC.

11. Corruption

All members of the HKGBC are prohibited from soliciting or accepting any advantage. Without the approval of HKGBC, the Contractor must not offer or give any gift, loan, fee, reward, commission, office, employment, Contract, other services of favour, discount to any members of the Committees or staff of the HKGBC. The HKGBC will terminate the Contract without prior notice and hold the Contractor liable for any loss or damage so caused.

12. Personal Data Submitted by Contractor

All personal data submitted by the Contractor will be used by the HKGBC for the purpose of this Contract only. Under the provisions of the Personal Data (Privacy) Ordinance, the Contractor has the right to request access to or correction of

personal data. Written requests should be addressed to the HKGBC. The HKGBC may be unable to process and consider incomplete information submitted.

13. Consequences of Breach

If the Contractor, his sub-contractors of all tiers or employees do not comply with the relevant laws of Hong Kong Special Administrative Region and the terms and conditions described above, or if the performance of works undertaken by the Contractor causes any damages or losses to the HKGBC, the HKGBC may at their discretion terminate this Contract and the operations of the Contractor until any non-compliance or the unfavourable operation is rectified. The Contractor shall be liable to any loss or damage so caused. The HKGBC shall be entitled to recover in full from the Contractor forthwith. The Contractor shall also lose his right from submitting quotations or tenders to the HKGBC in the future.