

**SCHEME OF SUPERVISION AND CONTROL
RELATING TO
THE USE OF HONG KONG Q-MARK LOGO**

PART 1: GENERAL REQUIREMENTS OF OBLIGATIONS APPLYING TO
ALL CERTIFIED COMPANIES – SERVICE SCHEME (CYAN)

GENERAL

Companies who are authorized to use the Hong Kong Q-Mark Service (Cyan) logo (hereby named as “logo”) shall, under the conditions governing the use of the Hong Kong Q-Mark certificate (hereby named as “certificate”), abide by this Scheme of Supervision and Control (hereby named as “SSC”).

This SSC is divided into three parts as follows:

- Part 1 - General requirements of obligations applying to all certified companies (hereby named as “company”).
- Part 2 - Specific requirements applying to each individual company, which relate to provision of a specific service.
- Part 3 - Performance specification applicable to each individual company, which relate to provision of a specific service.

1.1 BY THE COMPANY

1.1.1 GENERAL

This SSC (consisting of Part 1, Part 2 and Part 3) shall be operated by the holder of the Hong Kong Q-Mark Service Scheme - Cyan (hereby named as “Scheme”). During the period of its validity, unless the company has given to the Hong Kong Q-Mark Council, Federation of Hong Kong Industries (hereby named as “the Council”) written notice of intention to change or discontinue any of the specified procedures, requirements and these have received written notice of approval by the Council of such.

Adequate supervision shall be exercised at all stages of the operation to ensure that the entire service process covered by the Scheme’s certification meets the requirements of the applicable standards and specifications at the time of the provision of the service.

The company must ensure that the services they supply to customers have met applicable standards, regulatory or statutory requirements.

The logo shall only be applied to the service locations specifically listed on the certificate or an endorsement thereto and which meet the requirements of the certificate. All necessary steps shall be taken by the company to ensure that any service location(s) not meeting the prescribed requirements do not bear the logo.

1.1.2 CHANGES IN SERVICE SCOPE

The company shall give the Council written notice of intention of change in provision of service and/or a service location. The Council shall justify the necessity of additional audits due to the change.

The logo shall not be applied anywhere incorporating such changes unless written approval is given by the Council.

1.1.3 APPLICATION OF THE LOGO.

The company should display the logo with the corresponding certificate number(s) prominently on all certified service location(s) and/or on promotional material(s). Before applying the logo, the said design shall obtain prior approval from the Council.

Any company who has withdrawn from the Scheme voluntarily or is revoked of the right to use logo by the Council shall immediately stop using the logo in public. The company shall take effective measure to ensure that the logo is not used by all means. Any articles and/or materials with the logo shall be disposed as soon as possible. The company shall also ensure that any object or promotional matters with the logo, whether they are in the company premises or in the market, are dealt with effectively so that they do not infringe the trademark of Q-Mark. The company shall also ensure that the logo is not used in any promotional materials.

1.1.4. USE OF LOGO

All types of advertisements and/or commercials, including but not limited to internet, mobile apps, television, newspaper, magazine, poster, catalogue, banner, or packaging, which carry logo and/or messages, shall obtain the approval by Council prior to releasing them to the public.

1.1.5. CHANGES IN SERVICE LOCATION(S)

The company shall notify the Council of any alternations to the Q-Mark certified service location(s). The Council shall justify the necessity of additional audit due to such alternation.

1.1.6 SUB-CONTRACTORS

The employment or use by the company of any subcontractor in provision of a service and if such service is covered under the scope of the Scheme, the concerned subcontractor shall be subject to approval by the Council. The company shall hold responsible at all times for the performance of approved sub-contractors.

1.1.7 PERSON RESPONSIBLE FOR THE SCHEME

The company shall provide the Council with the name or name(s) and title(s) of the person or persons who is delegated with the responsibility of ensuring that all conditions relating to the use of the Scheme and logo are met.

Any changes in such personnel shall immediately be notified, and in any case within one month, in writing to the Council.

1.1.8 COMPENSATION TO COMPLAINANTS

Where applicable, the company shall make compensation to the concerned complainant based on the compensation policy as set out by the company.

1.1.9 APPROVAL OF METHOD IN WHICH THE LOGO IS USED

The company shall submit to the Council the method in which to use the logo, including but not limited to:

- a) Display at a prominent place in the certified service location(s);
- b) Sales literature,
- c) Company's name cards/letterheads;
- d) All forms of advertising.
- e) Packaging materials

The submission shall include all qualifying wordings, illustrations, graphics, images etc.

1.1.10 WARRANTIES OR GUARANTEES

Where the company provides services to its customers in which case a warranty or guarantee is included, the Council shall be advised by the company of the terms of the warranty or guarantee and its duration.

1.1.11 INDEMNITY

Company shall be liable for and shall indemnify the Council, against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Council 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 the Council by a third party claiming relief against the Council by reason of:

- a) the company's certification under the Scheme;
- b) the provision of any services by reference to the logo.

1.1.12 CERTIFICATE RENEWAL

The certificate is renewed once per year. The company shall renew its certificate(s) at sufficient time before the expiry date so that the Council has enough time to process its request. Failing to do so, the company may not be able to renew its certificate(s) timely, which may lead to suspension of the certificate(s) concerned.

1.1.13 PAYMENT OF FEES

The company shall pay all fees in connection with, including but not limited to, licensing, surveillance, renewal, administration, or other as shall from time to time be determined by the Council to be fair, having regard to the costs relating to the maintenance of the certificate. If for any reason, the certificate is suspended, withdrawn, cancelled or revoked, the company shall pay all fees for the entire valid certified period under the certificate. The whole amount shall be settled within one month from the date of withdrawal/suspension/cancellation.

1.1.14 RETURN OF CERTIFICATES

All certificates are the property of the Council. Company shall return the certificate(s) to the Council when any of the following situation(s) occurs:

- a) The company shall return all expired certificates to the Council within one month when new ones are issued.
- b) When changes in areas like scope of business, certified location(s) and other information different from the original application submitted, the company shall return their existing certificate(s) to the Council to replace the new one within one month.
- c) If the company is no longer a certified company due to suspension, withdrawal or cancellation of their certificate(s); they shall immediately return all certificate(s) to the Council.

1.2 BY THE COUNCIL

1.2.1 SERVICE LOCATION AUDIT

The Council shall audit the company's service location(s) regularly for the purpose of verifying that the logo is being properly used and that the obligations imposed are being carried out. The auditor shall review items as included in the scope of Scheme.

Where applicable, the Council shall also conduct mystery shopper visit(s) regularly to the company's service location(s) for the purpose of verifying that the service performance level is maintained at satisfactory level.

1.2.2 DISCLOSURE OF AUDIT RESULTS

The Council shall provide audit results to companies after each audit.

1.2.3 CHANGES IN SSC

The Council shall notify the company of any changes in the applicable SSC, and shall give the company at such time as, in the opinion of the Council, is reasonable in which to adjust the company's processes and related procedures where necessary, and obtain the approval of the Council for such adjustments.

The company shall comply with the new requirements in relation to revision of the SSC at a period of time to be specified by the Council.

1.2.4 EXCLUSION OF LIABILITY

The Council shall not be liable to company for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the company's certification under the Scheme or rendering of services to the public by company (whether or not by reference to the logo) and notwithstanding the generality of the foregoing the Council expressly exclude liability for consequential loss or damage suffered by company including any loss or damage resulting from claims brought by any clients or customers of company, or for loss of profit, business, revenue, goodwill or anticipated savings.

Subject to the above paragraph, above all conditions and warranties on the part of the Council implied by the statute, common law or otherwise are expressly excluded.

1.2.5 SUSPENSION

If the company is temporarily unable to comply with the requirements of this Scheme, the Council reserves the right to require the company to discontinue the use of the logo, until compliance is again achieved.

1.2.6 WITHDRAWAL/CANCELLATION/SUSPENSION OF CERTIFICATE

If withdrawal/cancellation/suspension of the certificate comes into question, the necessary time of notice prior to the withdrawal/cancellation/suspension is different due to the situation that causes it.

Depending on the reason for the withdrawal/cancellation/suspension, the following schedule of notice shall follow:

Situation requiring the dispatch of notice that can lead to withdrawal/cancellation/ suspension	Days of notice prior to withdrawal / cancellation / suspension
Company wishes to withdraw.	Minimum 90 days to the Council by written notice
Failure to meet the existing SSC	Maximum 30 days
Outstanding payment to the Council:	Maximum 30 days

The valid period of a certificate is one year from the date of issuance. Any company who wishes to withdraw her certificate can only do so when the certificate expires. In addition, the company shall abide by the payment terms as set out in clause 1.1.13.

After the company has signed the certificate renewal form agreeing to renew the certificate, the company shall abide by the payment terms as set out in clause 1.1.13. The company cannot withdraw her certificate prior to the expiry date of her certificate.

1.2.7 APPEAL/DISPUTE

All appeals/disputes that may arise in connection with this SSC shall be in written format to the Council and to be settled in accordance with the internal appeal procedures of the Council.