

Construction Workers Registration System (CWRS)
CIC Device Rental Order Form

Please read the Notes and the Terms and Conditions carefully before completing this order form.

1) Hirer Information

Name of Contractor: _____ Contractor No.: _____

New Contract: Contract Period(DD/MM/YY) : From _____ to _____

Existing Contract: Contract No. / BD Ref. No.: _____

CIC Site Reference No.: _____

Preferred Date of Starting _____

Data Migration to CWRS: _____ (DD/MM/YY)

2) Biometric Authentication System Integration

Is biometric authentication system required at your site? Yes No

Type of Biometric Device : _____

Name of the System Integrator : _____

3) Order of CIC Device

Type of Device : Handheld Only No. of Devices _____

Device with Moulder No. of Devices _____

Hire Period: From _____ to _____ (DD/MM/YY)

4) Billing (Hire Amount of HK\$200 per month per CIC Device)

Monthly billing: By Contractor No. By Contract No.

Settlement: By Cheque 7-11 Convenience Store

Invoice issuance: Recipient Name and department: _____

Tel. No.: _____ Email: _____

5) Contact Details

Name (English): _____ (中文) : _____

Title: _____ Email: _____

Tel. No.: _____ Fax No.: _____

We have read and understood and agree to be bound by the applicable terms and conditions which have been made available to us in hard copy and/or on CIC's website.

Authorised Signature: _____ Company Chop: _____

Name: _____ Title: _____

Tel. No.: _____ Date: _____

Notes to the CIC Device Rental Order Form

1. This form can be used to rent CIC Device and application to migration to CWRS (Form CWRS 1 “Application for Data Migration” can be used if no CIC Device is required). New contractor and new contract creation shall complete Form CWRS 2 “Application for Master Administrator Account / New Contract Registration for Submission of Site Daily Attendance Records” first before completing this Form CWRS 4.
2. Applicant should be an existing registered contractor with a valid contract requiring submission of Daily Attendance Record to Construction Industry Council (CIC). The application shall be submitted at least 1 month before planned migration from CRMS to CWRS and / or use of CIC Device.
3. Upon receipt of the completed order form, CIC will contact the applicant to confirm the CWRS migration date (for existing contracts) and delivery of CIC Device, followed by a confirmation email.
4. The applicant shall ensure that the information provided in this form is true, correct and up to date. The applicant is required to notify the CIC in writing if there are any subsequent changes to the information provided in this form.
5. Please provide all information as required. The CIC may not be able to process application with incomplete or insufficient information.
6. Please send the completed form to the CIC by any of the following ways:
In person or by mail: Workers Registration Secretariat, 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon
By fax: 2100 9090
By email: cwrs_info@cic.hk
7. Personal Information Collection Statement
The information you provide to the Construction Industry Council (the CIC), including any personal data as defined in the Personal Data (Privacy) Ordinance (the Ordinance), will be used solely for the Construction Workers Registration System project.
8. Special note on using CIC Device: The USB port of the CIC device was specifically designed for water-proof and protection from dust. Users are highly recommended to plug in the USB port carefully and precisely. Otherwise, any inappropriate and forcible plug-in could easily damage the USB port, causing the CIC device unable to turn on or recharge. Your attention on this is appreciated.

Terms and Conditions

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Agreement means the documents comprising the CIC Device Rental Order Form and these Terms and Conditions.

Business Day means a day that is not a Saturday, Sunday or public holiday in Hong Kong.

Business Hours means between 9:00am and 5:00pm on a Business Day.

CIC Device Rental Order Form means the document bearing the same title and signed by the Contractor.

Commencement Date means the commencement date for the hire of the Device under this Agreement, as specified in the CIC Device Rental Order Form.

Device means the device that the Owner agrees to hire to the Hirer under this Agreement and includes any mounter and other accessories, as specified in the CIC Device Rental Order Form.

Hire Amount has the meaning given in Clause 5.

Hire Period means the period from the Commencement Date to the Return Date, as specified in the CIC Device Rental Order Form.

Hirer is the contractor specified in Part 1 of the CIC Device Rental Order Form.

Owner means the Construction Industry Council, a statutory body established under the Construction Industry Ordinance (Cap. 587).

Rent Free Period means the rent free period specified in the CIC Device Rental Order Form, if any.

Return Date means the date for returning the Device to the Owner under this Agreement, as specified in the CIC Device Rental Order Form.

Special Arrangements mean the discount, incentive or other special arrangements specified in the CIC Device Rental Order Form, if any.

Terms and Conditions means these terms and conditions.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause is to a clause of these Terms and Conditions;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **HK\$, \$** or **HKD** is to Hong Kong currency;
- (f) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';

- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (l) headings and any table of contents are for ease of reference only and do not affect interpretation.

2. Agreement

This Agreement will take effect upon the collection of the Device by the Hirer or its authorised representative.

3. Hire agreement

- (a) The Owner agrees to allow the Hirer to hire and use the Device for the Hire Period.
- (b) The Hirer agrees:
 - (i) to hire the Device from the Owner under the terms of this Agreement; and
 - (ii) to pay the Owner a Hire Amount in consideration for the hire and use of the Device.
- (c) The parties will comply with the Special Arrangements, if any, subject to Clause 16(b).

4. Use of the Device

- (a) The Device may only be used by the Hirer, and the Hirer must not lend the Device to other persons or allow the Device to be hired by other persons.
- (b) The Hirer must:
 - (i) operate the Device properly, safely and in accordance with the manufacturer's recommendations and the user guide including any revision thereof, as may be provided by the Owner from time to time;
 - (ii) use and store the Device at the location(s) specified in Part 1 of the CIC Device Rental Order Form (or any other location with the prior written approval of the Owner) under the control or supervision of the Hirer; and
 - (iii) obey all laws, standards and government rules and the like which apply to the operation of the Device including giving access to any relevant authority for inspection.
- (c) The Hirer must use the Device for the sole purpose of capturing attendance records of registered construction workers under the Construction Workers Registration Ordinance (Cap. 583).
- (d) The Hirer must not use the Device other than as specified in this Agreement, without the prior written consent of the Owner.
- (e) The Owner may access the Device at any time during Business Hours and may enter the Hirer's premises to do so.

5. Hire Amount

- (a) Subject to Clause 3(c), during the Hire Period, the Hirer will pay to the Owner an amount (**Hire Amount**) which is calculated:

- (i) according to the hire amount as specified in the CIC Device Rental Order Form; and
- (ii) on a month to month basis, covering the use of the Device from the first day of each month to the last day of such month,

except that:

- (iii) the Hire Amount for the month in which the Hire Period commences will be waived irrespective of the Commencement Date, unless the Commencement Date and the Return Date are in the same month and year;
 - (iv) the Hire Amount for the month in which the Hire Period ends will be charged in full irrespective of the Return Date; and
 - (v) no Hire Amount is payable in respect of the Rent Free Period, if any.
- (b) The Hire Amount is payable monthly in advance on the first Business Day of each month.

6. Payment method

The Hirer will make payment to the Owner by such method as may be specified by or acceptable to the Owner.

7. Default in payment

If the Hirer is late in paying or fails to pay any amount, the Owner may terminate this Agreement by giving the Hirer at least two weeks advance notice in writing, without prejudice to the Hirer's obligation to settle the outstanding amount immediately and the Owner's other rights and remedies.

8. Interest

- (a) If the Hirer fails to pay any amount due under this Agreement for more than three months after the due date, the Hirer must pay daily interest on all the amounts owing (including any outstanding amount overdue for less than three months) at the rate of 10% per annum.
- (b) The Hirer must also pay to the Owner any of the Owner's costs (including debt collector's commission) to recover, or to attempt to recover, any overdue payment.

9. Retention of title

The Device will remain the property of the Owner at all times.

10. Intellectual property

The Owner will retain all intellectual property rights in and relating to the Device, including any copyright, trademarks, inventions, patents, patent applications, designs, moral rights, rights to protect confidential information, business systems, knowhow, trade secrets, technical data, formulae, computer programmes, databases and any other similar or analogous rights (including rights to register any such rights), whether registered or unregistered and whether existing at the date of this Agreement or created in the future.

11. Risk

- (a) During the Hire Period, the Device is at the sole risk of the Hirer.
- (b) The Owner is not liable for any loss or damage directly or indirectly (including to any third party) caused by or arising from the hire or use of the Device by the Hirer.
- (c) For the avoidance of doubt, nothing in this Agreement will diminish or deem discharged the Hirer's obligations under section 58 or any other provisions of the Construction Workers Registration Ordinance (Cap. 583) or relieve the Hirer therefrom.

12. Indemnity

Except to the extent that Clause 14(d) applies, the Hirer must indemnify and keep indemnified the Owner against all losses, claims, demands, proceedings, damages, costs, expenses and liabilities directly or indirectly suffered or incurred by the Owner arising out of or in connection with the hire or use of the Device by the Hirer or the loss of or damage to the Device howsoever caused during the Hire Period.

13. Service of the Device

- (a) The Device will be deemed to be provided in good working order and condition upon the collection of the Device by the Hirer or its authorised representative.
- (b) The Hirer must:
 - (i) regularly inspect the Device and ensure that it is in good and safe working order and condition;
 - (ii) protect the Device from loss or damage;
 - (iii) immediately report any loss or damage to the Owner; and
 - (iv) allow the Device to undergo any scheduled maintenance or servicing by the Owner or its nominated maintenance personnel.
- (c) The Hirer must not unreasonably prevent the Owner or its nominated maintenance personnel from having access to the Device.

14. Maintenance service

- (a) The Hirer is required to bring the Device to and from the designated service centre of the Owner during Business Hours whenever maintenance service is required.
- (b) The maintenance service applies only to the hardware components of the Device and the software installed in the Device by the Owner as originally supplied and does not apply to any software installed in or other accessories attached to the Device by others including the Hirer.
- (c) The Hirer is advised to back up all programmes and data before returning any item of the Device for service. The Owner is not responsible for any damage to or loss of any programme, data or removable storage media installed or stored in the Device.
- (d) Where in the judgment of the Owner's technicians or their delegates a defect is inherent in the design or production of the Device or a defect or damage arose solely out of the normal and reasonable use of the Device by the Hirer, the Owner will at its sole discretion repair the Device or provide a replacement without additional charge.
- (e) The Hirer will be liable for the maintenance cost if the defect or damage was caused by a reason other than those specified in Clause 14(d), including any:
 - (i) use other than in accordance with the manufacturer's recommendations or the user guide;

- (ii) unauthorized modification or connection, unauthorized opening or repair, or repair by use of unauthorized spare parts;
- (iii) accident;
- (iv) force of nature;
- (v) action beyond normal and reasonable usage;
- (vi) defective function of the cellular network or other systems not provided by the Owner;
- (vii) use of the Device with or connection of the Device to an accessory not anticipated by the Owner;
- (viii) use other than the intended use of the Device; or
- (ix) performance issue or incompatibility caused by editing the registry settings, modifying the operating software or third party application downloads, or using custom operating system software, including the rooting of the Device.

15. Upgrade

The Owner may at any time during the Hire Period require an upgrade or substitution of the Device. Any such upgrade or substitution of the Device will be subject to the same terms and conditions of this Agreement, unless otherwise agreed by the parties in writing.

16. Return of the Device

- (a) The Hirer must return the Device in good working order on the Return Date or the date of earlier termination of this Agreement.
- (b) If the Hirer does not return the Device to the Owner:
 - (i) on the Return Date or the date of earlier termination of this Agreement; and
 - (ii) in good working order,

the Hire Period will be deemed to continue to run until both of these conditions are fulfilled, except that:

 - (iii) for the purposes of Clause 3(a) the Hire Period will expire; and
 - (iv) the Special Arrangements, if any, will cease,

on the Return Date or the date of earlier termination of this Agreement, as the case may be.
- (c) If the Hirer does not return the Device to the Owner on the Return Date or the date of earlier termination of this Agreement, the Owner is entitled to repossess the Device from the Hirer, and the Hirer must grant the Owner access to the Hirer's premises to repossess the Device.

17. Early return of Device

- (a) The Hirer may return any item of the Device prior to the Return Date. For the avoidance of doubt, in the aforesaid event, subject to Clause 17(b), any and all amounts payable under Clause 5 will remain payable.
- (b) Where the Hirer returns any item of the Device pursuant to Clause 17(a), all references to the Return Date in Clause 5(a)(iv) and Clause 16 in relation to such item will be read to mean the date of such return.

18. Termination

- (a) The Owner may terminate this Agreement immediately by written notice if the Owner reasonably believes that the Hirer is insolvent or has a receiver appointed in respect of any of its assets.
- (b) Nothing in this Clause 18 will affect any other termination rights which may be available to either party or any accrued rights or liabilities of either party.

19. Settlement of disputes

- (a) If any dispute or difference of any kind whatsoever arises between the Owner and the Hirer in connection with or arising out of this Agreement, either party may at any time request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules for the time being in force.
- (b) If the matter cannot be resolved by mediation, or if either party does not wish the matter to be referred to mediation, either party may require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance or any statutory modification thereof for the time being in force and any such reference will be deemed to be a submission to arbitration within the meaning of such Ordinance.
- (c) The Hong Kong International Arbitration Centre Domestic Arbitration Rules for the time being in force will apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary. The place of arbitration will be in Hong Kong. The language to be used in the arbitration will be English. There will be a single arbitrator.

20. Governing law

This Agreement will be governed by and construed according to the laws of Hong Kong.

21. Assignment

The Hirer must not assign, transfer or sub-contract to any person any of its rights or obligations under this Agreement or give or suffer to be given any form of security over the Device.

22. Severability

Any portion of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement will continue in force.

23. Entire agreement

This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any prior negotiations or discussions between the parties.

24. Languages

In the event of any inconsistency or conflict between the English and Chinese versions of this Agreement, the former shall prevail.