

TERMS OF REFERENCE

for

JOINT MEDIATION HELPLINE OFFICE

in relation to the

URBAN RENEWAL RESOURCE CENTRE

PILOT SCHEME FOR COMMUNITY VENUE FOR MEDIATION

12 JUNE 2014

1. These Terms of Reference including its Annexes set out the regulatory rules and procedures for any person(s) using the mediation rooms at the Urban Renewal Resource Centre (“URRC”) under the URRC Pilot Scheme for Community Venue For Mediation through the Joint Mediation Helpline Office (“JMHO”). The interpretation to these Terms of Reference by the JMHO shall be final and conclusive.
 - 1.1 These Terms of Reference and the subsequent updated versions shall be binding upon the mediators and users who utilize the mediation rooms and facilities under the URRC Pilot Scheme for Community Venue for Mediation.
 - 1.2 The JMHO shall, at all times, have power to amend these Terms of Reference. All subsequent amendments to these Terms of Reference will take effect on the date to be published by JMHO on its website.

2. Definitions and Interpretation

- 2.1 In these Terms of Reference, unless the context otherwise requires, the following expressions shall have the following meanings:

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| “Mediator” | means the mediator(s) named on the application form having submitted to the JMHO for the purpose of booking the Mediation Rooms; |
| “Mediation Room” | means the Meeting Rooms at the URRC available under the Pilot Scheme; |
| “Pilot Scheme Period” | means the period from 12 June 2014 to 31 March 2015 |
| “Parties” | means the Urban Renewal Authority and the Joint Mediation Helpline Office. |
| “Pilot Scheme” | means the Urban Renewal Resource Centre Pilot Scheme for Community Venue for Mediation; |

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| “URA” | means the Urban Renewal Authority whose office is at 26 th Floor, COSCO Tower, 183 Queen’s Road Central, Hong Kong; |
| “URRC” | means the Urban Renewal Resource Centre situated at 6 Fuk Tsun Street, Tai Kok Tsui , Kowloon; |
| “Users” | means the parties in disputes and the Mediator(s) named on the application form, and any person(s) attending the mediation between the parties in dispute |
| “working day” | means a day that is not a general holiday, or a black rainstorm warning or gale warning day as defined by section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1). |

3. Purpose

The purpose of these Terms of Reference is to set out the basic rules, regulations, arrangements by which Mediators and Users through the JMHO will be able to use on an “as is” basis the Mediation Rooms of the URRC to conduct mediation under the Pilot Scheme in accordance with the Particulars of Agreement set out in Paragraph 4 of these Terms of Reference.

4. Particulars of Agreement

- 4.1 The Parties agree that the URA has an overriding priority for the use of the Mediation Rooms at the URRC and reserves the right to refuse or to cancel the booking due to emergent operation reason.
- 4.2 The Parties agree that under the Pilot Scheme, the Mediation Rooms at the URRC should only be used to conduct mediations where the nature of disputes are related to urban renewal, building maintenance and management, property valuation, building and construction; as well as land and property matters in URA’s redevelopment areas and rehabilitation service areas.

- 4.3 These Terms of Reference will be effective on 12 June 2014 to 31 March 2015 and may be extended subject to the determination of the JMHO.
- 4.4 Subject to availability and confirmation of the application for booking of the Mediation Rooms, the Mediation Rooms at the URRC will be available for booking from 10:00 to 18:00 on Monday to Saturday (except public holidays).
- 4.5 All bookings and use of the Mediation Rooms shall be made through the JMHO. Mediators and/or the Users who wish to use the Mediation Rooms shall complete a prescribed booking form and submit to the JMHO 7 clear days prior to the date of the actual use of the Mediation Rooms. Application will only be processed after the JMHO acknowledge receipt of the completed booking form to the applicant. Booking form(s) shall be submitted to the JMHO by fax, email, post or in person. The JMHO will confirm the booking with the applicant within 5 working days after the booking is accepted by URRC. Upon confirmation of the booking by the JMHO, the JMHO should inform the Mediator and/or the Users to make payment charged under Clause 5.1 to the JMHO within 4 days of the confirmation. The JMHO will only inform the URRC to secure the booking of the Mediation Rooms after the JMHO has received payment from the Mediator and/or the Users.
- 4.6 The Mediator and/or the Users agrees to abide by the URRC General Guidelines for the use of the Mediation Rooms (Appendix A), URRC Operational Manual – Section 6: Users Regulations (Appendix B), and URRC – Operational Manual – Section 1: Arrangements under Inclement Weather Conditions (Appendix C) before submitting the application to URRC.
- 4.7 The Mediator and/or the Users shall inform the JMHO the name and contact details of the Mediator and/or the Users for which the Mediation Rooms were booked, the duration of the hours booked, the actual hours used and the total amount payable by the Mediator and/or the Users for the usage of the Mediation Room or any other information the JMHO thinks fit. All required information or subsequent change of information shall be provided to the JMHO as soon as practicable, failing which the JMHO may refuse the application.
- 4.8 The Mediator shall collect the questionnaire from the parties to the dispute and pass to the JMHO within 3 working days after the completion of the mediation.

4.9 The Mediator and/or Users shall indemnify JMHO, its officers, employees and agents from and against any and all costs (including legal costs), claims, disputes, litigation, damage, or loss which arise from or in connection with the use of URRC by the Mediator and/or Users from the respective organizations except where caused by negligence, willful default or fraud of JMHO or its officers, employees and agents. The indemnity under this Clause is mandatory and the Mediator and Users are jointly and severally liable to indemnify JMHO.

5 Charges

5.1 Each Mediation Room is charged at HK\$48 per hour based on the charges set out by the Financial Services and Treasury Bureau for the use of the Henry G. Leong Yaumatei Community Centre. The rental charges may be revised in accordance with revision by the Financial Services and Treasury Bureau. Rental charges will be waived for mediation conducted by pro bono Mediator.

5.2 The use of photocopying and printing facility is available at the URRC at prevailing charges. The photocopying and printing charges are to be paid by the Mediator and/or Users directly to the URRC.

5.3 The Mediator and/or the Users shall make payment in accordance to Clause 5.1 above to the JMHO no less than 2 working days before the actual usage of the Mediation Rooms under the Pilot Scheme on behalf of the URRC. The application is conclusively deemed to be withdrawn if the Mediator and/or the Users fail to make payment under paragraph 5.

6 Cancellation

6.1 The Mediator and/or the Users must notify the JMHO of any cancellation of the booking in writing at least 3 working days before the actual use of the Mediation Room together with reasons for the cancellation.

6.2 If the Mediator and/or Users fail to turn up without the cancellation notification required in paragraph 6.1 above, any payment made to the JMHO for the use of the venue will be forfeited.

**URRC General Guidelines for the use of the Mediation Rooms
The Urban Renewal Resource Centre (“URRC”)
Pilot Scheme for Community Venue for Mediation**

1. General Guidelines for the use of Mediation Rooms

- a. The Mediation Room in the URRC is intended for the URA, community non-profit making activities and to be used on an “as is” basis for mediation under the URRC Pilot Scheme for Community Venue for Mediation.
- b. All Users should follow the user regulations and the direction of staff. Application should be submitted 5 working days before the date of the mediation through the Joint Mediation Helpline Office (“JMHO”) via the URRC webpage (www.rrc.org.hk). The Centre Manager should determine based on availability and relevance of the activities to accept the application.
- c. The use of the Mediation Room and number of attendants should follow that the content stipulated in the approved application document.
- d. The JMHO will receive a reply from the URRC within 3 working days after the application via email. The URA reserves the right to refuse or to cancel the booking due to emergent operation reason.
- e. The Mediator has to pay the prescribed fee within 2 working days of the notice of accepting the room booking to the JMHO. No refund should be entertained unless it is due to inclement weather, cancellation by the URA, or cancellation at least 5 working days before the use of the venue or upon the approval of exemption of fee.
- f. URA staff or security have the right to enter the room at all times to verify its proper use according to the application document and may terminate the use without refund if the use contravenes the user regulations and the conditions of the application document.
- g. Upon finishing the use of the Mediation Room, it should be kept in the same tidy and cleanliness condition as it was before the use.

- h. Users must be present and the place must not be sublet to any third party without the written consent of the Centre Manager.
- i. The Mediator must report any accident, damage or loss during the use of the Mediation Room.
- j. The URA is not responsible for any damage and loss. The user or applicant should indemnify themselves where appropriate and arrange for third party insurance.

URRC Operational Manual

Section 6: Users Regulations

1. Users Regulations

a. Admission

- i. Children under 12 years old are not admitted to the URRC unless accompanied by an adult.
- ii. Proper attire including clean and tidy clothing is required at all times.
- iii. Animals (except for guide dogs for the blind) are restricted entry to the Centre.
- iv. Centre staffs reserve the right to refrain any visitors from accessing or using the Centre.

b. Use of Collections and Facilities

- i. All collections, materials and facilities of the Centre are for onsite use only and cannot be taken away unless permission is granted beforehand.
- ii. Users may take reference materials from open shelves and should help to preserve the collections and facilities with care. Materials should be returned to the reception counter or designated points after use.
- iii. Do not mark, write upon or damage the Centre collections and facilities. Users are solely responsible for any damage they cause to the Centre collections and facilities like books, archive materials, computers, databases, printers, photocopiers, fax machine, etc. The Centre reserves the right to claim loss or damage from the responsible user.
- iv. Some collections are not available for photocopying due to copyright and other concerns unless permission is granted by Centre staff beforehand. Users should follow Hong Kong's copyright law when making photocopies

at the Centre. The Centre shall not be held responsible for any infringement of intellectual property rights by users at the Centre.

- v. Users of computers at the Centre are required to register beforehand. Computers are configured for specific functions. Users are not allowed to upload any unauthorized software, websites and information, bypass the Centre computer settings or change the computers' configurations. Users are prohibited from browsing any pornographic or unauthorized websites (such as gambling websites, etc.) at the Centre's computers or personal computers inside the Centre.
- vi. Users are not allowed to use hand-held copiers, scanners, cameras, recording devices or similar equipment on the Centre collections or facilities without permission from Centre staff.
- vii. All materials in the Centre are for reference only. The URRC cannot control, nor is responsible for the accuracy or content of the information gathered from the Centre, either in printed or electronic format.

c. Personal Belongings

- i. Users are solely responsible for taking care of his/her own personal belongings and properties at the Centre and the Centre will not be held liable to any loss or damage incurred or left at the Centre.
- ii. Users in possession of large luggage or objection that could, in the opinion of the Centre Manager, potentially inconvenient, obstruct, threaten other users or staff may be refused entry to the Centre.

d. Conduct of Users

- i. Users of the Centre are required to behave in an orderly manner and not affect the proper operation of the Centre and its staff, and the use of the Centre's collection, materials or facilities by other Users. Disruptive behavior like sleeping, smoking, eating, disturbing others, speaking loudly, engaging in harassing, indecent or threatening behavior is prohibited at the Centre.

- ii. Centre staffs are authorized to demand any user violating the above provision to immediately leave the Centre, in order to stop the nuisance or annoyance caused to the staff or other users of the Centre. If necessary, Centre staff will seek assistance from the security guards or Police to take appropriate measures to cause the nuisance maker to leave the Centre.
 - iii. Photo taking or video recording is not allowed in the Centre unless permission is granted beforehand.
 - iv. For security reasons, Centre staff reserve the right to request visitors to show their belongings for inspection as appropriate.
- e. Compliance with User Regulations
- i. The Centre reserves the right and is entitled to revise the user regulations at any time at its absolute discretion without giving any reasons and prior notice.

URRC Operational Manual

Section 1: Arrangements under Inclement Weather Conditions

1. Arrangements under Inclement Weather Conditions

a. Centre Opening

Typhoon Signal No. 8 or above

The Centre will be closed. It will remain closed if the signal is lowered less than 3 hours before the usual closing time.

Black Rainstorm Warning

If the warning is issued while the Centre is in service, the usual opening hours will remain unchanged. If the warning is issued before opening hours, the Centre will be closed until the warning is removed. It will remain closed if the warning is cancelled less than 3 hours before the usual closing time.

Tropical Cyclone Warning Signal No.3 or Red Rainstorm Warning

The Centre will open.

b. Venue booking / guided tour / other events or programmes

Typhoon Signal No. 8 or above

All venue booking / guided tour / other events or programmes will be cancelled. If the warning signal is lowered 3 hours or more before the activity commences, the activity will be proceeded as scheduled.

Black Rainstorm Warning

Programmes in progress will continue.

Programmes which have not commenced will be cancelled. If the warning signal is lowered 3 hours or more before the activity commences, the activity will be proceeded as scheduled.

Tropical Cyclone Warning Signal No.3 or Red Rainstorm Warning

Programmes will continue.