



香港樹仁大學

HONG KONG SHUE YAN UNIVERSITY

pot@hksyu –

*Terms and Conditions &
Sample Offer Letter and
Undertaking*



Hong Kong Shue Yan University

WAI TSUI CRESCENT, BRAEMAR HILL,
NORTH POINT, HONG KONG
TEL: 2570-7110 (10 LINES) FAX: 2806-8044
Website: <http://www.hksyu.edu>

電話：二五七〇七一〇（十線）
傳真：二八〇六八〇四四
香港 樹仁大學
北角 寶馬山慧翠道

<Date>

<Name & Title>
<address>

Dear <name>,

pot@hksyu – Usage License

I am pleased to inform you that you have been granted a license to use pot@hksyu, <workstation number> for the period of <dd/mmm/yyyy> to <dd/mmm/yyyy>.

The provision of the workstation and associated services is subject to the following terms and conditions:

General:

1. The use of pot@hksyu is subject to the terms and conditions set out below. HKSJU reserves the right to update these terms and conditions at any time without notice to the startup. These terms and conditions do not create any tenancy but a usage license to use the provided amenities at the premises which is located at RHB106, Shue Yan University Research Complex, 6 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong.
2. The startup acknowledges that they enter into these terms and conditions at their own free will and decision. The startup fully understands all the terms and conditions set out herein and agrees to be bound by them.

Usage License:

3. The usage license (hereinafter “license”) is granted to the startup on a six-monthly basis rent-free, renewable subject to the sole discretion of HKSJU.

4. The startup is required to sign an Undertaking and bound by the terms and conditions set out thereto. A valid Business Registration Certificate should be submitted to HKSYU upon signing of the Undertaking. The registration address cannot be the address of pot@hksyu due to the land grant conditions stipulated for HKSYU.
5. A cash deposit of \$5,000 is required on signing of the Undertaking. The startup shall keep pot@hksyu in good repair and condition (fair wear and tear and damage caused by inherent defects excepted). The deposit will be refunded in full, subject to satisfactory return of the work space with no damage of any office furniture and equipment.
6. Upon application for renewal of the license, if HKSYU deems that repairs must be carried out at pot@hksyu due to damage caused by the startup, the startup will be required to pay for the repairs as a condition for renewal of the license.
7. The allocated workstation cannot be sub-let, transferred or assigned to others with or without charges.
8. The startup must vacate the assigned work space upon cessation of the license period. HKSYU reserves the right to cease the license period immediately by serving a written notice if the startup violates any of the terms and conditions.

Use of pot@hksyu:

9. The startup must maintain a reasonable hygienic environment.
10. No alteration of the office layout inside the pot@hksyu is allowed. Any modifications, drilling, insertion of nails, screws, hooks, brackets or similar addition to the workplace will need to be approved by HKSYU beforehand. Furniture provided by HKSYU shall not be removed from their designated spot.
11. No additional electrical appliance or household items can be brought to the pot@hksyu without the prior approval of HKSYU.
12. pot@hksyu cannot be used as storage of personal belongings and household items.
13. No pets are allowed in pot@hksyu or anywhere within HKSYU campus. Guide dogs for the visually impaired are exempt from this rule
14. HKSYU maintains a smoke-free and alcohol-free environment. No smoking and alcohol consumption inside HKSYU campus is permitted.

15. HKSJU reserves its right to enter the pot@hksyu at any time for inspection, cleaning, maintenance and repairs, as well as any purpose deemed appropriate by HKSJU.
16. pot@hksyu shall not be used by the startup as a place of storage nor can it be used as a physical point-of-sale, retail/wholesale outlet or distribution center for the startup's products.
17. All users of pot@hksyu must respect their co-startups and their reasonable expectation of quiet use and enjoyment of their workplace and not to be interrupted with excessive noise or other disruptions.

University Facilities:

18. HKSJU may provide the startup with access to office space, workstations, wifi access, printer and photocopier, dry pantry, meeting and conference facilities, canteens and café, event space, carpark and other services (collectively, "Services"). Provision of the Services is at the sole discretion of HKSJU and some of the Services are subject to availability and charges.
19. HKSJU staff and students (both undergraduate and postgraduate) will always have priority using the teaching and learning facilities, as well as open space and self-study areas of the University during term-time.

Access to pot@hksyu:

20. While the startup has 24/7 access to pot@hksyu, they have to register their after hour access (10pm – 8am Monday to Saturday, and all day Sunday and public holidays) at the security counter located on G/F, Shue Yan University Research Complex. All visitors must be registered before access to pot@hksyu and must leave the university premises by 10pm in line with university policy for all visitors.

No Unlawful or Prohibited Use:

21. The startup must not use the workplace and its service at pot@hksyu in connection with any unlawful practice, or violate any laws or regulations of the Hong Kong SAR. ^(note 1)
22. The startup must not use the workplace and its service at pot@hksyu that would violate any HKSJU policies, regulations or practices.
23. The startup agrees not to disclose any confidential information with regard to any policies, regulations or practices of the HKSJU to any third parties.

Pot@hksyu Internet Usage:

24. The startup will not upload or download an excessive amount of internet data and HKSYU reserves the right to throttle internet speeds in the event of excessive data usage.
25. The startup will not engage in the provision of online pyramid schemes, chain letters, junk email, spamming, spimming or any other form of unsolicited messages. (note 1)
26. The startup will not upload any files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files or any other software or programs that can damage the computers of other parties. (note 1)
27. The startup will not upload or download data that violates the intellectual property or other proprietary rights of other parties and/or porographic material. (note 1)
28. Any data collected by the startup in connection with their business/service must be in compliance with all applicable Hong Kong and foreign data privacy laws and regulations.

Exclusion of Liability and Indemnification:

29. HKSYU does not have any liability with respect to the startup's access, participation in, use of the Services, or any loss of information or financial loss resulting to the occupancy at pot@hksyu.
30. To the maximum extent permitted under Hong Kong law, in no event shall HKSYU and its employees, agents and representatives be liable for any direct or indirect damages in relation to any loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy or failure to meet any duty by the startup.
31. The startup agrees to indemnify HKSYU against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of any negligent action, errors and omissions, willful misconduct and fraud in connection with the startup's use of pot@hksyu.

Insurance:

32. The startup is required to carry a renter insurance policy to cover their own equipment and third party liabilities while using pot@hksyu.

Sharing of Experience:

33. The startup agrees to regularly meet with their HKSJU mentor so that the mentor can provide guidance where appropriate and to share ongoing experiences. The meetings will take place at the startup’s designated work station at pot@hksyu.
34. The startup agrees to conduct a one hour sharing session for HKSJU students and alumni once every 6 months during their stay at the pot@hksyu. The sharing session is to provide students and alumni educational information and insight into the challenges and issues faced by the startup. University faculties and industry advisors may also attend the sharing session.

Dispute Resolution:

35. HKSJU will have the final decision in resolving any disputes with a startup or between startups with respect to their use of pot@hksyu and the Services.

The University reserves the right to grant permission for your use of the assigned workstation(s) at pot@hksyu. The University shall normally serve at least one month written notice to you in case your permission to use the assigned workstation will not be continued. However, if you violate any of the above-stated terms and conditions, your permission to use the assigned workstation can be terminated with immediate effect.

Should you understand and agree to our stipulated terms and conditions for the use of pot@hksyu, please kindly sign the original of this letter and return a copy to us within two weeks of receipt.

Yours sincerely,

Felix Leung
Administrative Vice President

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Note 1 – Violation will lead to immediate cessation of licensing without prior warning



To: Felix Leung
Administrative Vice President
Hong Kong Shue Yan University

Dear Mr. Leung,

Your letter dated <date> refers.

I am writing to confirm my acceptance of the offer of the assigned workstation(s) at pot@hksyu and the associated terms and conditions as stated in the aforesaid letter.

I herewith also attach the Business Registration Certificate for your record:

Signature: _____

Name (in block letters): _____

Name of the startup business: _____

Date: _____

Note – Each member of the startup is required to sign this Undertaking.