



## **PROSECUTION ON FIAT TRAINING PROGRAMME (“PROGRAMME”)**

### **Covering Note**

**By submitting your registration for the Programme, you agree to abide by the following Terms and Conditions**

#### **Terms and Conditions**

##### **General**

1. There will be a maximum of 30 places available on the Programme.
2. The Programme is only open to Practising Members of the Hong Kong Bar Association (i.e. those with a valid practising certificate) and Practising Solicitors of The Law Society of Hong Kong.
3. Only successful applicants with a confirmed place will be permitted to enter the venue and attend the Programme.
4. The HKATC reserves the right at its absolute discretion to change the format of the Programme (including from face-to-face to online), the contents, venue and time, subject to prior notice to the successful applicants.

##### **Registration and Payment of Course Fee**

5. Applicants must complete the prescribed application form and submit it to the HKATC via email ([registration@hk-atc.org](mailto:registration@hk-atc.org)) by no later than **12 noon on Tuesday 22 April 2025**. **Late applications will not be accepted.**
6. All applications will be forwarded to the Department of Justice (DoJ), which will vet and decide upon the success of the application.
7. The DoJ reserves the right to decide, in its sole and absolute discretion, who is eligible for a place in the Programme and to allocate places accordingly.
8. Applicants will be informed of the success of their enrolment by email.
9. Applicants who are not allotted a place in the Programme may be placed on a waiting list. If a successful applicant withdraws from the Programme, the vacant place will be offered to the applicants on the waiting list and at the DoJ and HKATC’s sole and absolute discretion.
10. Upon notification of a successful application, an applicant must pay the course fee of **HK\$3,800.00**, which includes all items except lunch on Saturday, within **7 (seven) days**.
11. Payment of the course fee must be by way of a cheque payable to “Hong Kong Advocacy Training Council Limited”. Other forms of payment will not be accepted.
12. When making payment of the course fee, successful applicants should write the following on the back of the cheque: (i) your name as per HKID Card; (ii) contact number; and (iii) the Programme name (“Prosecution on Fiat Training Programme”); and send it to the HKATC, Room 109, 1/F, West Wing, Justice Place, 11 Ice House Street, Central, Hong Kong.



13. The course fee paid by a successful applicant is NON-REFUNDABLE and NON-TRANSFERABLE, even if the applicant for whatever reason is unable to or does not attend the whole or any part of the Programme.

#### Attendance

14. Participants must attend the mock court trial and 80% of the seminars. Participants must provide justifications, with necessary proof, to the HKATC for absence from any part of the Programme. Absence without good cause is not allowed and will be reported to the Bar Council/Law Society for possible disciplinary and/or other action, and to the Department of Justice.
15. A participant who is not able to attend any part of the Programme must notify and provide an explanation to the HKATC in writing at the earliest possible opportunity. Failure to do so will be reported to the Bar Council/Law Society for possible disciplinary and/or other action.

#### Video Recording

16. Participants' performances will be video recorded for training purposes on the Programme and as a record for the HKATC. Copyright in each of the video recordings is owned solely by the HKATC. No authority or consent is given by the HKATC, any speakers, teacher(s)/trainers and/or role-players for the dissemination, publication, posting or reproduction of any part of the video recording. Any other form of recording in whatever manner (including by the participants) of any part of the Programme is strictly prohibited.
17. By participating in the Programme, participants are taken to have assigned to the HKATC any right by way of copyright including any performing right they may have in relation to any audio or video recording taken of their performance, and undertake to execute any written instrument to confirm such assignment if and when called upon to do so by the HKATC.

#### Data Privacy

18. The personal data collected in this application ("the Data") will be used by the HKATC for the purpose of processing your application for the Programme.
19. It is voluntary for you to provide the Data in the registration form. However, if you fail to provide any data requested in this registration form, the HKATC may not be able to process your application.
20. The Data may be disclosed to any person(s) involved in the running of the Programme including but not limited to any member(s) and employee(s) of the HKATC and the Hong Kong Bar Association, The Law Society of Hong Kong, and the Department of Justice.
21. By enrolling in the Programme, you are taken as having read and accepted the Privacy Policy Statement of the HKATC which is available on its website at [www.hk-atc.org](http://www.hk-atc.org).