



Terms and Conditions

1. Contractual Relationship

These Terms and Conditions (“**Terms**”) govern the access or use of the training, courses, materials, website, content, products, and services (the “**Services**”) made available by Evident Witness Preparation (HK) Limited, a private limited liability company (“**Company**” or “**Evident**”) established in Hong Kong.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Evident. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede any prior agreement or arrangement with you. Evident may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Evident may amend the Terms related to the Services from time to time. Amendments will be effective upon Evident’s posting of such updated Terms on its website. In the unlikely event that an amendment is made during a course, that Client will be notified directly. The continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2. No Conflicts or Connections

Evident will not engage or provide any Trainer or Consultant who has any reasonably-possible conflict with the Client or the Client’s opponent(s) in the proceedings for which a witness is to be prepared or where there may be any reasonable apprehension of the Trainer or Consultant having any connection with those proceedings. To that end, all Clients will at the outset disclose those proceedings and the issues therein for conflict checks and Evident’s Trainers and Consultants will declare that they know of no such possible conflict or connection.

Evident witness preparation is provided on the strict condition that it will not touch or concern the matters in issue in those proceedings in any way.

If Evident thereafter becomes aware of any reasonably-possible conflict, Evident shall be entitled to substitute a trainer, immediately postpone or cancel the session and/or course.

3. Non-competition

Clients and their staff and witness trainees agree that without Evident’s prior written consent, our Trainers and Consultants will not be approached independently by them or any third party acting on their behalf to present, advise or otherwise train with a view to giving evidence nor create or supply any witness training material within a two year period following the commencement of an Evident course in which they are or have been concerned, and that this is a reasonable restriction in all the circumstances of this Agreement and each engagement.

Trainers and Consultants also agree not to present, advise or otherwise train with a view to giving evidence nor create or supply any witness training material to a Client or a third party acting on its behalf within a two year period following the commencement of an

Evident course in which they are or have been concerned and as to the reasonableness of this restriction in all the circumstances.

4. Privacy and Data Use

Confidentiality is of the essence in witness training. Evident does not sell or licence Clients' personal data at all, or use it for itself other than in accordance with the Personal Data (Privacy) Ordinance, Cap.486. Clients, their staff and witness trainees together with Evident's Trainers and Consultants, consent to Evident's use of their personal data, including images and voices only for the purposes of Evident training, our administration and as may otherwise be required by law or professional rules of conduct. Save where prohibited by law, Evident will give notice to data subjects should it be required to disclose such data to third parties and will only do so where required by law or professional rules of conduct.

5. Disclosure

In accordance with best practice, Evident reminds Clients of their duty to ensure that the Court or tribunal and other parties to the proceedings in question are informed that the witness trainee(s) has (have) attended a witness familiarisation course organised by Evident.

6. Commitment, Postponement and Cancellation

Courses are committed and booked upon the Client's acceptance of Evident's quotation and agreement as to the date(s) on which Evident is to supply the preparatory materials for each Course.

Cancellation of any course by the Client must be made in writing by email to Evident at least 5 clear working days prior to the first date of training on each course. Cancellation giving less than the required notice will not be accepted and the quoted fees will be due in full.

Postponements may be accepted at no charge on request by email at least 7 working days prior to a course. Postponement of the services of an interpreter at a course may require earlier notice in writing and incur a cancellation fee at cost.

Any agreed hotel and travel expenses incurred by Evident which are non-refundable to Evident will be charged at cost for courses which are postponed or cancelled at Client's request or on disclosure of conflict after booking.

7. Fees, Expenses and Payment Terms

Evident's fees for each course and payment terms are set out in the quotation provided to each client prior to commitment. Evident's fees are due and payable from the date of commitment.

Payment is to be made on presentation of invoice by bank transfer to the account specified on the invoice. Payments made more than 14 days thereafter are subject to interest at 8% p.a. and will be re-invoiced monthly accordingly.

Where external, paid premises are to be used for training, the Client will provide Evident with the venue's confirmation of reservation no less than 5 clear working days before training. Evident is not responsible for any fees and expenses incurred in the provision of the venue for training unless otherwise agreed in writing. Such fees and expenses are solely the responsibility of the Client.

If Evident is to provide training outside Hong Kong, the Client agrees to pay the reasonable and commensurate travel and accommodation expenses of Evident's Trainers and Consultants.

8. Copyright

Evident owns the copyright in all training materials, including images, videos and sound recordings, including those on its website. They may not be reproduced in any form or used other than for an Evident course without our prior written permission.

9. Not Legal Advice; No Warranty or Guarantee

Witness trainees acknowledge the Services provided by Evident, its employees, directors, trainers, and/or consultants are for informational purposes only and not for the purpose of providing legal advice, nor are they a substitute for legal advice. Witness trainees acknowledge that they should seek legal or other professional advice before acting or relying on any of the content, that they should contact a solicitor to obtain advice with respect to any particular legal issue or problem. Witness trainees further acknowledge that use of the Services does not create a lawyer-client or solicitor-client relationship between themselves, Evident, its employees, directors, Trainers, and/or Consultants. Accuracy, completeness, adequacy or currency of the Services are not warranted or guaranteed.

10. Liability

The use of the Services is at your own risk. Evident shall not be liable, in law, equity or otherwise to Clients or witness trainees or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including but not limited to damage for loss of profits, goodwill, use, data or other intangible losses (even if Evident has been advised of the possibility of such damages), resulting from the use or the inability to use the Services and/or any other matter relating to this contract or the Services whether in breach of contract, tort or otherwise.

11. Governing Law; Arbitration

The governing law of these Terms shall be Hong Kong.

Any dispute or difference arising out of or in connection with the Services shall first be referred to mediation at Hong Kong International Arbitration Centre ("HKIAC") and in accordance with its then current Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration at HKIAC and in accordance with its Domestic Arbitration Rules. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language. The seat of arbitration shall be Hong Kong.

The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the HKIAC, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein or (iv) as may be required by law or rules of professional conduct.

12. Other

Notice: Evident may give notice of any matter connected with the Services to the undersigned by means of a general notice on Evident's website or by specific notice through electronic mail to any email address provided by the undersigned or by written communication sent to the last address provided by the undersigned. The undersigned may give notice to Evident by written communication to Evident's registered address.

Transfer of rights: You may not assign or transfer these Terms in whole or in part without Evident's prior written approval. You give your approval to Evident for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Evident's equity, business or assets; or (iii) a successor by merger.

Legality & Entire Contract: If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. In these Terms, the words "including" and "include" mean "including, but not limited to."

11 March 2025

Read, understood and agreed

Client :

Date :

Witness Trainee:

Date:

For Evident Witness
Preparation (HK) Ltd. :

Date:

Evident Trainer 1:

Date:

Evident Trainer 2:

Date:

Evident Consultant 1:

Date:

Evident Consultant 2:

Date:
