

Notes to Law Firms and Lawyers Participating in The Free Outreach Legal Advice Service

Introduction

This note serves to list out the arrangements and the terms and conditions to be followed by the law firms and lawyers participating in the Free Outreach Legal Advice Service (FOLAS).

Background

2. To enhance the legal support to Owners' Corporations (OCs) in conducting OC meetings, the Home Affairs Department (HAD) has, in collaboration with the Law Society of Hong Kong, launched the FOLAS. A lawyer will be assigned on a semi-pro-bono basis to each successful applicant (i.e. the OC) to assist the OC in conducting an OC meeting and provide legal advice at such meeting. HAD would cover the honorarium payable to the law firm concerned for the OC.

Service to be Provided

3. The lawyer, if assigned to an OC, will provide legal service for up to 6 hours to that OC under the FOLAS. The time allocation is recommended as follows –

Stages	Recommended time allocation
(a) “Pre-meeting stage” – attend pre-meeting with the Management Committee (MC) and/or person assigned by the MC to deal with all matters regarding the FOLAS to prepare the OC meeting (authorised person)	1 hour
(b) “Reading stage” – peruse relevant documents including those supplied by the OC	2 hours
(c) “OC meeting stage” – attend OC meeting and give legal advice ¹	3 hours

4. The “pre-meeting stage” and the “reading stage” aim to facilitate the “OC meeting stage” and hence shall precede the “OC meeting stage”. The lawyer and the OC (through the authorised person) could agree between themselves on the time allocation of the three stages above, subject to the following requirements –

- (a) the total number of hours spent in the three stages above shall not exceed 6 hours; and
- (b) the number of hours spent in the “OC meeting stage” shall not exceed 4 hours

¹ For **one** OC meeting only. Please refer to paragraph 15 for the arrangements if the OC meeting is adjourned.

((a) and (b) above collectively referred to as “the cap”).

5. No further service will be provided to the OC under the FOLAS if the three stages above are completed in less than 6 hours.

Assignment of Cases

6. The Law Society of Hong Kong will enrol lawyers who are interested in joining the FOLAS, and provide HAD with a list of participating lawyers. Participating lawyers should have at least ten years of post-qualification experience with relevant experience in building management, and are required to indicate the broad districts (i.e. Hong Kong Island, Kowloon and the New Territories) that they would be interested in serving under the FOLAS. HAD will call down the list² to assign lawyer to individual cases. Subject to demand for the FOLAS, HAD may assign to lawyers cases outside of their chosen broad districts.

Retainer Letter

7. Before the provision of service, the law firm shall sign a retainer letter (see the part “Elements of Retainer Letter” below) with the OC for the services within the cap. HAD shall not be responsible for any work done or services provided beyond the cap, nor shall be responsible for the payment of the corresponding legal costs or payment in any other form whatsoever in respect of such work or services.

8. The law firm shall carry out all the necessary background and conflict checks in order to comply with the applicable rules.

9. In the event that the OC needs further advice or services beyond the cap, upon mutual agreement between the OC and the law firm, it would be necessary for the law firm and the OC to sign a separate retainer letter for any work to be done or any services to be provided beyond the cap, in a form to be agreed between the law firm and the OC.

Details of the Three Stages

“Pre-meeting stage”

10. Before the OC meeting, the MC and/or authorised person³ are required to conduct a pre-meeting with the assigned lawyer to brief the lawyer on the background information and anticipated discussions or issues in dispute which may arise at the OC meeting.

11. If the MC and/or the authorised person acts unreasonably during the “pre-meeting stage”, the lawyer should inform HAD immediately and may request to resign from the case.

12. Detailed arrangements (e.g. date, time and venue) of the pre-meeting shall be

² A list of lawyers will be compiled based on the order of enrolment and the preferred broad district chosen by the lawyers.

³ The MC has to appoint one of its members as the authorised person.

arranged between the MC and/or authorised person and the assigned lawyer.

“Reading stage”

13. The assigned lawyer shall read the documents relevant to individual cases supplied by the MC and/or the authorised person and prepare himself/herself for the anticipated discussions or issues in dispute. The lawyer may seek further background materials from the MC and/or the authorised person if necessary.

“OC meeting stage”

14. The MC and/or authorised person shall notify the assigned lawyer of the detailed arrangements (e.g. date, time and venue) of the OC meeting. In the event of any change in the meeting arrangements (e.g. the OC meeting is required to be postponed), the MC and/or authorised person shall notify the assigned lawyer as early as possible and discuss alternative arrangements.

15. In the event of an adjourned meeting, the MC and/or authorised person and the assigned lawyer shall discuss the arrangements of the adjourned meeting. Subject to the agreement of the assigned lawyer, the OC will be entitled to use the remaining service hours at the “OC meeting stage” at the next adjourned meeting. The OC will only be entitled to use the FOLAS for a maximum of one adjourned meeting. The maximum number of service hours for the adjourned meeting will be the original scheduled service duration minus (a) the actual time spent at the original OC meeting; or (b) 1 hour, whichever is more.

Honorarium

16. The law firm will be reimbursed at the following rates –

Stages	Hourly rate
(a) “Pre-meeting stage”	\$1,520
(b) “Reading stage”	\$1,520
(c) “OC meeting stage”	\$2,000

17. The law firm will be reimbursed on an “actual-time-spent” basis. Travelling time will **not** be included as part of the “time-spent”. Any odd minutes will be reimbursed on a pro-rata basis (rounded to the nearest HK\$) for the three stages above, subject to a minimum reimbursement of 1 hour for the “OC meeting stage”⁴.

18. The maximum amount of honorarium for each case will be \$11,040 (i.e. a total of two hours for the “pre-meeting stage” and “reading stage”, and four hours for the “OC

⁴ For example, if an OC meeting lasts for only 25 minutes, the law firm will still be reimbursed for 1 hour (i.e. \$2,000) for that OC meeting. If an OC meeting lasts for 1 hour and 25 minutes, the law firm will be reimbursed on an “actual-time-spent” basis for 1 hour and 25 minutes (i.e. \$2,833) for that OC meeting.

meeting stage”). Travelling allowance will not be provided. Travelling costs for attending the meetings will not be borne by HAD.

19. A person authorised by the law firm shall compile and submit an honarium claim form to HAD within 2 months after the completion of the “OC meeting stage” for an OC.

Post-service Report

20. The lawyer shall complete and submit a post-service report summarising the issues discussed and advice given for HAD’s record and statistical purpose⁵ within 2 months after the completion of the “OC meeting stage” for an OC.

Elements of Retainer Letter

21. The retainer letter to be signed between the law firm and the OC shall contain the following “elements” –

- (a) the retainer letter shall only cover the service hours within the cap;
- (b) in any event, the total number of hours spent in the three stages, namely “pre-meeting stage”, “reading stage” and “OC meeting stage” shall not exceed 6 hours, and the number of hours spent in the “OC meeting stage” shall not exceed 4 hours. HAD shall not be responsible for any work or services provided beyond the cap, nor shall be responsible for the payment of the corresponding legal costs or payment in any other form whatsoever in respect of such work or services;
- (c) subject to the fulfilment of the conditions set by the HAD on the part of the OC and the law firm, the honorarium to be charged by the law firm for the hours covered by the FOLAS would be paid by HAD;
- (d) the lawyer of the law firm whose name is shown on the retainer letter will be responsible for handling the captioned matter. During subsistence of the retainer letter, the law firm will not engage counsel for obtaining opinion or other purpose in this matter in any event;
- (e) the person signing the retainer letter on behalf of the OC (whose personal information and contact details should be set out in the retainer) warrants and represents that he/she is duly authorised by the OC in this matter. If there is any dispute as to whether he/she has full authority to represent the OC as regards the FOLAS, he/she shall immediately notify the law firm and HAD in writing at the earliest possible, in which event the law firm has the right to cease to act in this matter; and

⁵ When applying for the FOLAS, each OC has to give written consent to the lawyer to disclose to HAD the issues discussed and the advice given by the lawyer.

- (f) in the event that the OC needs further advice or services beyond the cap, upon mutual agreement between the OC and the law firm, the law firm and the OC shall sign a separate retainer letter to make the necessary arrangements. HAD shall not in any event be held responsible for paying any fee/honorarium other than those set out in the retainer.

Insurance

22. Professional indemnity and group personal accident insurance policies have been procured for the FOLAS. Lawyers participating in the FOLAS should contact the FOLAS Secretariat (Tel: 2835 2454) –

- (a) (for any claims against the professional indemnity insurance policy) as soon as practicable when he/she first become aware of any claims;
- (b) (for any claims against the group personal accident insurance policy) within 14 days after the occurrence of any loss with full particulars of both the occurrence and the injury.

The FOLAS Secretariat will make necessary follow-up with the lawyer regarding the claim.

Disclaimer

23. The law firm shall be responsible solely for providing services under the FOLAS, and HAD and the Law Society of Hong Kong shall **not** in any event or under any circumstances be responsible for any advice given or should have been given, or become liable for damages and any other claim in anyway whatsoever.

24. HAD reserves the right not to assign any case if a law firm or lawyer is found to be in breach of any of the terms and conditions as set out above.

-Ends-