

**Terms and Conditions of Contract for
Provision of Legal Service for Conveyancing Work
(Quotation Ref.: ORO CMD/3-5/30/1)**

Requirements on legal service for conveyancing work

1. The service provider whose Quotation (as defined in the Terms of Quotation) is accepted (“**the Contractor**”) will act as the legal representative for the Official Receiver (“**OR**”) as trustee-in-bankruptcy (“**Trustee**”) in the sale of bankrupts’ interest of and in landed properties in Hong Kong by private treaty, including (without limitation) preparing formal agreement for sale and purchase, answering requisitions for the purpose of proving the Trustee’s title, approving draft assignment, preparing discharge of mortgage or legal charge, handling application for assessment and payment of land premium to the Government where necessary and generally attending to all matters incidental to the completion of the sale (“**Service**”). The decision of OR as to what constitutes the Service is final and binding on the Contractor.

Period of the Service

2. The contract is for a period of two years from 1 January 2024 to 31 December 2025 (both days inclusive) provided that the OR may, upon giving a seven working days’ prior notice to the Contractor, extend the contract for a period not exceeding six months (“**Contract Period**”).

No right of refusal

3. The Contractor must not reject or refuse to accept any instructions that may be given to the Contractor by the OR from time to time during the Contract Period for the provision of the Service, save and except where there is a conflict of interest. OR does not guarantee the number of instructions that would be given during the Contract Period.

No assignment and sub-contracting

4. The Contractor must not, without the prior written consent of the OR, assign, transfer or otherwise dispose of any of its interests, rights, benefits or obligations under the contract or any part thereof. The Contractor must not enter into any sub-contract with any person for the performance of all or any part of the contract.

Service charge

5. The service charge for each conveyancing transaction will be the Quotation (as defined in paragraph 1(a) of the Terms of Quotation for Provision of Legal Service for Conveyancing Work) (“**Terms of Quotation**”), or where there is taxation pursuant to the Bankruptcy Ordinance (Cap. 6), the amount shown in the Allocatur, whichever is the lower.
6. The service charge and disbursements must not be deducted from any part of the sale proceeds of the conveyancing transaction stakeheld by the Contractor for the OR.
7. Subject to the satisfactory performance of the Service by the Contractor, the service charge for the conveyancing transaction will be paid to the Contractor within 90 days of the receipt of the invoice for payment by the OR and/or within 30 days from the service of the Allocatur upon the OR, whichever is later. The decision of the OR as to whether the performance of the Service is satisfactory is final and conclusive and binding on the Contractor.
8. Any payment of the service charge is without prejudice to any right or cause of action which has or may have accrued, or any remedy which may be available to the OR in respect of any non-compliance with or breach of the terms and conditions of this Terms and Conditions of Contract, the Terms of Quotation and/or the Quotation Form for Provision of Legal Service for Conveyancing Work (“**Quotation Form**”) by the Contractor.

Requirement on the qualified status of the solicitor and the conveyancing clerk handling the transaction

9. In relation to any sale which the Contractor has been given instructions by the OR, the solicitor(s) who handle(s) the conveyancing work in the sale must be one of the solicitors described in Item D of the Quotation Form or such other solicitor(s) whom the OR has approved and must have Qualified Status A, and the conveyancing clerk(s) who handle(s) the conveyancing work in the sale must be one of the conveyancing clerks described in Item G of the Quotation Form or such other conveyancing clerk(s) whom the OR has approved and must have Qualified Status B.

Change in position of the Contractor

10. Throughout the Contract Period, the Contractor must continue to carry on the business as a law firm, and must continue to comply with the Qualified Status A and the Qualified

Status B. The Contractor must immediately inform the OR in writing of any change in the Qualified Status A of the Terms of Quotation, the Qualified Status B of the Terms of Quotation, and any change in any information contained in the Quotation Form and no change in the solicitors or conveyancing clerks as stated in the Quotation Form may be made without the approval of the OR.

11. The Contractor must provide information and documents regarding the Qualified Status A of the Terms of Quotation, the Qualified Status B of the Terms of Quotation, and any information and documents regarding the information contained in the Quotation Form to the satisfaction of the OR as and when required by the OR.
12. Without prejudice to any other rights and remedies that the OR may have against the Contractor, the OR has the right to terminate or suspend the contract at any time in the manner as provided in Clause 15 below in light of any change in the Qualified Status A of the Terms of Quotation, the Qualified Status B of the Terms of Quotation, or change in the information submitted by the Contractor that has come to the attention of the OR.

Conflict of interest

13. The Contractor must avoid any conflict of interest in performing the Service. The Contractor must inform the OR forthwith if there is any real or potential risk of conflict of interest between the Contractor and the OR or between the Contractor and any party to the conveyancing transaction. The decision of the OR as to whether there is such real or potential risk of conflict of interest is final and conclusive.

Professional standards

14. The Contractor must exercise its professional judgment in the performance of the Service and ensure that the performance of its solicitors and conveyancing clerks complies in all aspects with the accepted professional standards and ethical guidelines of the legal profession.

Suspension and termination of the Contract

15. Without prejudice to any other rights and remedies that the OR may have against the Contractor, if there is any breach of the terms and conditions of the Terms and Conditions of Contract, the Terms of Quotation, the Quotation Form, or if the quality of the Service provided by the Contractor is in the opinion of the OR unsatisfactory (the decision of the OR as to whether there is a breach or whether the performance is unsatisfactory is final and conclusive and binding on the Contractor), the OR may (a)

suspend giving further instructions to the Contractor under the Terms and Conditions of Contract for such period as the OR may in her absolute discretion determine, or (b) terminate the contract at any time, whether to take effect immediately or by giving a notice in writing of such number of days as the OR may think fit. When the OR decides to exercise her right to suspend or terminate the contract, the OR will be at liberty to engage the secondary service provider or any other service providers to provide the Service for the remaining Contract Period. No compensation whatsoever is payable to the Contractor in the event of suspension or termination of the contract.

16. The Government may immediately terminate the Contract upon the occurrence of any of the following events:
- (i) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security; or
 - (ii) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - (iii) the Government reasonably believes that any of the events mentioned above is about to occur.

Indemnity

17. The Contractor must indemnify and compensate the OR for and against all proceedings, actions, losses, damages, liabilities, claims, demands and costs whatsoever which the OR may suffer, sustain or incur as a result of or arising out of any act or omission of the Contractor or any of its partners or employees in the performance or purported performance of the Service under the contract or as a result of or arising out of any dishonesty, negligence or unauthorized act of the Contractor or any of its partners or employees whether in the course of or in connection with the performance of the Service. The decision of the OR as to whether any of the aforesaid circumstances has arisen is final and conclusive and binding on the Contractor.

Duty of care

18. The Contractor owes usual duty of care to the OR throughout the conveyancing process. When sending conveyancing documents to the OR for execution, the Contractor must include all relevant terms into the documents as instructed by the OR and must confirm with the OR in writing that the subject documents are in order.

Confidentiality of information handled

19. The Contractor and its partners and employees must acknowledge that all information provided by the OR to the Contractor in relation to any instructions given by the OR to the Contractor pursuant to Clause 2 above or to which the Contractor has access in relation to such instructions is the property of the OR. The information must be kept strictly confidential throughout and after the Contract Period and must not be used for any purpose other than for the purpose of providing the Service pursuant to those instructions and shall not be disclosed directly or indirectly to any person or company.

Use of the Government's name

20. The Contractor must not use the name of the Government or the OR in any document, publication, advertisement or publicity material without the prior written consent of the OR.

Contracts (Rights of Third Parties) Ordinance (Cap. 623)

21. Nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

Probity

22. (a) The Contractor acknowledges it has been reminded that:
- (i) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200);
 - (ii) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- (b) The Contractor shall inform its officers, employees (whether permanent or temporary) that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers and employees against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the

selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

- (c) The Government may terminate the Contract immediately if the Contractor or any of its employees is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance. In that event, without prejudice to Clause 15 above and to any other rights and remedies which the OR may have, the provisions in Clause 15 above shall apply and the Government shall not be responsible for any loss or damages to the Contractor in connection with, arising from and in relation to such termination.
- (d) The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 21(b) above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

Non-exclusive Contract

- 23. Nothing in the Contract shall preclude the Government from procuring any Services from any other service providers.

Governing Law

- 24. The Contract is governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the contract.

Official Receiver's Office
3 November 2023