

**Terms and Conditions of Contract for
Provision of Legal Service for Conveyancing Work
(Quotation Ref.: ORO CMD/3-5/30/1(2025))**

Requirements on legal service for conveyancing work

1. The service provider whose Quotation (as defined in the Terms of Quotation) is accepted (“**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 or other encumbrances, where appropriate, 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 the 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 2026 to 31 December 2027 (both days inclusive) provided that the OR may, upon giving a seven working days’ prior written 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. The 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 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 the 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.

Electronic payment

9. Payment for the Service rendered under the contract will be made by bank transfer into the bank account designated by the Contractor. The Contractor shall provide details of the designated bank account within 14 days from the date of the letter of acceptance issued by the Government for receiving the service charge.
10. Depending on the payment instruction to be provided under Clause 9 above and provided that the Contractor has provided the necessary details by the time specified therein, the Government will pay the service charge or any other amount payable under the contract as per such payment instruction on or before the due date therefor. Otherwise, the Government will not be responsible for any delay in the payment.
11. Other than payment by bank transfer into the designated bank account, the Government will not accept any other payment method unless the Government agrees in writing on

a case by case basis. The Contractor shall use the form prescribed by the payment officer designated by the OR (“**Payment Officer**”) to provide all necessary details together with supporting documents as requested in that prescribed form.

12. Any charges imposed by a bank for refusing any payment even when the payment instruction provided under Clause 9 above has been followed or for carrying out any special request(s) by the Contractor shall be borne by the Contractor, or the Contractor shall reimburse the Government for the same if the Government has settled such charges with the bank.
13. The Government shall not be held responsible or liable for any delay in payment for the service charge under Clause 5, and no interest or other surcharge or any other payment howsoever described shall be charged to the Government due to
 - (i) the Contractor's failure to provide the payment instruction in accordance with Clause 9 above;
 - (ii) inaccurate or incomplete payment instruction;
 - (iii) payment by bank transfer into the designated bank account has failed for whatever reason (excluding the fault on the part of the Government);
 - (iv) invoices not having been issued in accordance with Clause 7;
 - (v) amounts billed in the invoices not having been duly calculated in accordance with the provisions of the contract (including without limitation not having taken into account all applicable deductions, set-off or withholding); or
 - (vi) any invoice or correspondence being improperly addressed contrary to the requirements stipulated in the contract.
14. Where the Contractor proposes to make any change to the payment instruction provided under Clause 9 above, it shall do so by providing not less than one month’s prior written notice to the Payment Officer, attaching another prescribed form as specified in Clause 9 duly completed together with the accompanying documents requested therein. Should the Contractor fail to comply with the foregoing, the Government shall be entitled to treat the existing payment instruction as valid and the Government will not be responsible for any delay arising from the refusal of the relevant bank to accept payment due to invalid payment instruction.

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

15. 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

16. 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, the Qualified Status B 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.
17. The Contractor must provide information and documents regarding the Qualified Status A, the Qualified Status B 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.
18. 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 21 below in light of any change in the Qualified Status A, the Qualified Status B or change in the information submitted by the Contractor that has come to the attention of the OR.

Conflict of interest

19. 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 and binding on the Contractor.

Professional standards

20. 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

21. 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.
22. 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

23. 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

24. The Contractor owes the 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

25. 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

26. 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)

27. 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

28. (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 (Cap. 201)) is not permitted. The Contractor shall also caution its officers (including directors), employees and agents and sub-contractors 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 21 above and to any other rights and remedies which the OR may have, the provisions in Clause 21 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 OR including, among other probity issues, a statement explicitly prohibiting any person employed by it to provide the Service from soliciting or accepting any form of advantages in discharging his duties under the contract. It shall ensure that any person employed by it to provide the Service is well aware of the prohibited acts explicitly stated in Clause 28(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

29. Nothing in the contract shall preclude the Government from procuring any Service from any other service providers.

Dispute resolution and jurisdiction

30. (a) The parties shall first refer any dispute or difference arising out of or in connection with the contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- (b) If the said dispute or difference is not settled by mediation according to paragraph 30 (a), a party may institute litigation in respect of the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Governing law

31. 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
17 October 2025