LAW REFORM COMMISSION CONSULTATION: OUTCOME RELATED FEE STRUCTURES FOR ARBITRATION

SUBMISSION

I. Introduction

On 17 December 2020, the Outcome Related Fee Structures ("**ORFS**") for Arbitration Sub-committee of the Law Reform Commission of Hong Kong ("**Sub-Committee**") published a consultation paper on ORFS for Arbitration ("**Consultation Paper**").

In a brief summary, the Sub-Committee recommends the law in Hong Kong be amended to permit Lawyers [1] to use ORFS for arbitration conducted in and outside Hong Kong. In connection with the above, the Sub-Committee also invites public views on appropriate safeguards to be put in place in the professional codes of conduct and in subsidiary legislation.

The Law Society of Hong Kong ("**Law Society**") has studied the Consultation Paper, and provides the following views on the various recommendations set out in the Consultation Paper.

The same abbreviations and definitions appearing in the Consultation Paper are used in the submission below. To assist the reading of this Submission, a few definitions used in the Consultation Paper are recapped below (see page 1-3 of the Consultation Paper):

[1] For the purposes of the Consultation Paper, "Lawyer" is defined to include (but is not limited to) Hong Kong barristers, solicitors and Registered foreign lawyers.

Conditional Fee Agreement ("CFA")	*An agreement pursuant to which a Lawyer agrees with client to be paid a success fee in the event of the client's claim succeeding, where the success fee is not calculated as a proportion of the amount awarded to or recovered by the client.*
Damages Based Agreement ("DBA")	*An agreement between a Lawyer and client whereby the Lawyer receives payment only if the client is successful, and where the payment is calculated by reference to the outcome of the Proceedings, for example as a percentage of the sum awarded or recovered. Also known as a "contingency fee", "percentage fee", or "no win, no fee" arrangement.*
Hybrid Damages Based Agreement ("Hybrid DBA")	*An agreement between a Lawyer and client whereby the Lawyer receives both fees for legal services rendered (typically at a discounted hourly rate) and a payment that is calculated by reference to the outcome of the Proceedings, for example as a percentage of the sum awarded or recovered if the client is successful. Also known as a "no win, low fee" arrangement.*

II. General Observations

The Law Society supports the policy direction which underlines the Sub-Committee's recommendations, i.e. Lawyers in Hong Kong must remain globally competitive with lawyers in other jurisdictions and that there ought to be a level playing field in arbitration. This is fundamentally essential to maintain and to continue to enhance Hong Kong's status as a leading international arbitration hub for cross-border and international commercial and investment disputes.

In the above regard, we echo the Consultation Paper's findings that ORFS are attractive to clients for a number of reasons, including financial risk management, access to justice, and a general desire that their lawyers share the risks inherent in arbitrating a claim. As mentioned in the Consultation Paper, many leading seats in the world permit lawyers to offer some or all forms of ORFS to their clients for Arbitration. For this reason, clients such as those in the Mainland and the US are already familiar with ORFS.

The Law Society therefore agrees that, in general, Lawyers and their clients in arbitration matters should have the liberty to negotiate and agree on the terms of their ORFS agreements; these agreements shall be subject to appropriate safeguards that protect the interests of the stakeholders and the public. In line with the above, the Law Society is in support of the proposed removal of the prohibitions on the use of CFAs, DBAs and Hybrid DBAs in arbitration (whether it is conducted in or outside Hong Kong) by Lawyers.

For the avoidance of doubt, the above agreement is premised on our understanding that the various recommendations by the Sub-Committee are *only* applicable to arbitration proceedings. Whether court proceedings or mediations outside the Arbitration Ordinance (Cap. 609) should also be subject to ORFS (and as a corollary whether such should be included or excluded from ORFS regime) calls for a separate analysis and a full consultation.

We are to elaborate the above views with responses to the Consultation Paper in this Submissions. Before setting out our positions on the various recommendation, we wish to highlight the following.

(a) The ORFS fee regime needs to be carefully considered to ensure the correct balance is achieved between making ORFS to be accessible for arbitration practitioners and their clients whilst avoiding the potential for abuses.

(b) The Consultation Paper has not included solicitor-advocates. Please note that the definition of "Lawyers" in the Consultation Paper (page 3 thereof) does not mention or refer to Solicitor-advocates.

    Solicitor-advocates are equally important stakeholders and, for example, they have their own code of advocacy. Their views ought to be canvassed in the consultation.

Notwithstanding the above, we have tried to respond with the perspectives of solicitor-advocates. However, as we are not involved in the deliberation on or the design of the consultation questions/recommendations, it is only appropriate and prudent if the Sub-Committee could first advise whether those consultation questions/recommendations could be adapted for solicitor-advocates *mutatis mutandis* (or otherwise), and also whether there are additional views to be sourced from the Consultation Paper, specifically from solicitor-advocates.

(c) We have considered the potential competition law issues arising from the proposed fees regime and are of the view that, so long as the caps as proposed for Success Fee etc. are mandated by law (i.e. in an Ordinance or regulations), based on what the Sub-Committee sets out in the Consultation Paper, at this stage we do not discern any competition law issues of concerns. Industry attempts to agree to a position on fee caps can raise serious competition law concerns. We would also encourage the Sub-Committee, if it has not already done so, to consult with the Hong Kong Competition Commission. We understand that the Hong Kong Competition Commission regularly consults with government departments and other stakeholders on competition law implications of legal and policy changes. We anticipate that they would be more than willing to contribute views on the proposals in the Consultation Paper.

(d) ORFS is a complex and dense subject matter and requires careful discussion on, for example, the definition of "financial benefits"[2], costs entitlements on appeals and counter-claims etc. Among others, the meaning of "financial benefits", and the related question as to how to determine and decide a party has "won" a matter for the purpose of ORFS, are far from being straightforward (e.g. if a party can beat the second but not the final sanctioned offer, has he won, for the purpose of ORFS?).

(e) We anticipate deliberations on the use of ORFS *alongside a third party funding agreement* for arbitration, and how Hong Kong could benefit from these regimes. In the light of the above, *there should be follow up consultations as soon as practicable*.

[2] See e.g. §§ 3.49 and 5.54 of the Consultation Paper

III. Responses

Recommendation 1:

The Sub-committee recommends that prohibitions on the use of CFAs in Arbitration by Lawyers should be lifted, so that Lawyers may choose to enter into CFAs for Arbitration.

Law Society's Response:

1. The Law Society supports the above Recommendation.

Recommendation 2:

Where a CFA is in place, the Sub-committee recommends that any Success Fee and ATE Insurance premium agreed by the claimant with its Lawyers and insurers respectively should not be recoverable from the respondent.

Law Society's Response:

2. The Law Society supports the above recommendation. ATE insurance in Hong Kong, and that ATE is available for a broad cross section of actions, including insolvency recoveries, contractual disputes and commercial litigation, although it is currently not common in Hong Kong market. We also received views that there are flexible pricing options available to assist clients to best match the pricing of the policy to their risk appetite and the prospects of the case. For example, it has been suggested that "Contingent Legal Risk Insurance", which is a variation of ATE Insurance, might be adopted for ORFS.

   Our further observations are that ATE insurance is now available globally and is particularly common in England and Wales. Clients might choose to buy the ATE insurance, e.g. in England and Wales. The availability of ATE insurance in Hong Kong appears to be no longer a considering factor. However, whether the ORFS for

arbitration, if implemented in Hong Kong, would lead to a development of an ATE insurance market in Hong Kong could be kept under review because the availability of stable, fair and affordable ATE insurance could be one of the important elements of a successful ORFS regime.

Recommendation 3:

Where a CFA is in place, the Sub-committee recommends that there should be a cap on the Success Fee which is expressed as a percentage of normal or "benchmark" costs. The Sub-committee invites proposals on what an appropriate cap should be, up to a maximum of 100%.

The Sub-committee also invites proposals on whether barristers should be subject to the same, or a different, cap and, if different, what that cap should be, up to a maximum of 100%.

Law Society's Response:

3.1 The Law Society agrees that where a CFA is in place there should be a cap on the Success Fee which can be expressed as a percentage of normal or "benchmark" costs. The cap should be 100% for the following reasons: (a) freedom of contract; (b) only affects claimant and their lawyers, not respondent (assuming not recoverable – see the Recommendation 2 in the above); and (c) lower cap would penalise smaller firms and firms with lower fee scales.

3.2 We express no opinion on the cap (if any) for barristers.

Recommendation 4:

The Sub-committee recommends that prohibitions on the use by Lawyers of DBAs in Arbitration should be lifted, so that Lawyers may use DBAs for Arbitration.

Law Society's Response:

4. The Law Society supports the above Recommendation.

Recommendation 5:

Where a DBA is in place, the Sub-committee recommends that any ATE Insurance premium agreed by the claimant with its insurers should not be recoverable from the respondent.

Law Society's Response:

5. The Law Society supports the above Recommendation.

Recommendation 6:

The Sub-committee invites submissions on whether the Ontario model or the Success fee model should apply to DBAs.

It is the Sub-committee's preliminary view that the 2019 DBA Reform Project's recommendation to move to a Success fee model should be followed.

Law Society's Response:

6.1 The Law Society agrees that, if DBAs are in use for arbitration, the Success fee model should be followed.

6.2 "Success fee model" in the Consultation Paper refers to a DBA under which costs recovered from the opponent are outside of, and additional to, the Damages-based Agreement Payment ("DBA Payment") (para 4.86 of the Consultation Paper).

"Ontario model" refers to a damages-based fee regime which operates in Ontario, Canada whereby:

(a) the recoverable costs of the claimants will be assessed in the conventional way, and

(b) if the DBA Payment agreed between the lawyer and the claimant is higher than the figure assessed in the conventional way, the claimant using the DBA must pay his/her lawyer the shortfall out of the damages awarded.

Conversely, as a matter of indemnity principle, the unsuccessful party pays the lower of (i) the DBA Payment agreed between the claimant and its lawyers; or (ii) the claimant's costs as assessed in the conventional way (para 3.45, 3.46 and 5.27 of the Consultation Paper).

6.3 We *strongly* feel that we ought to continue to follow the Success fee model. Otherwise, essentially, a losing party stands to benefit at the expense of the winning party, which is inherently - and fundamentally - wrong. The idea that, under the Ontario Model, a winning party may not be able to recover the full DBA Payment from the losing opponent and must pay the shortfall between recoverable costs and the DBA Payment, would seem to be at odds with the notion that costs should follow the event (i.e. that the losing party should pay). The Success fee model is clearly to be preferred in order to avoid this type of outcome and to fairly allow a winning party to recover as much of its recoverable costs as possible.

6.4 Further, the "Ontario" model is unknown here in Hong Kong, and is overly complex and confusing. It seems that it has led to unwelcome satellite litigation where it has been introduced.

6.5 For the sake of completeness, we take note (with agreement) the following views as set out in the “Explanatory Memorandum to the 2019 DBA Reform Project[3]:

(a) Under the Ontario Model, DPA Payment represents a ceiling on the recoverable costs to which the client is entitled and can represent a significant windfall to the losing opponent, by enabling that losing opponent to escape the consequences of an award of recoverable costs against that opponent. By contrast, under the Success fee model, that scenario will not

[3] Explanatory Memorandum prepared by Prof Rachel Mulheron and Mr Nicholas Bacon QC, Oct 2019 (pages 11-12)

arise, as recoverable costs are paid *in addition to* the DBA Payment;

(b) Without the indemnity principle in operation, an opponent has less motivation to challenge the enforceability of a DBA, which will reduce the prospect of satellite litigation surrounding DBAs;

(c) The Success fee model is likely to enhance access to justice in low-value claims. A legal representative who prosecutes and wins a low-value claim is not 'punished' in costs under the Success fee model, as the DBA Payment and the recoverable costs are both payable, as separate items by the unsuccessful opponent; and

(d) As a concept, the Success fee model is far easier to explain to clients

6.6 We also note the following commentaries from the Law Society of England and Wales:

"The Ontario model (on indemnity principle) leads to the peculiar consequence that the amount the client pay reduces as the amount of costs increases and insofar as the between the parties costs would exceed the DBA payment there is a windfall for the losing opponent. The client therefore never actually pays the agreed DBA payment percentage as this reduces as soon as between the parties costs start to become payable. This is difficult to explain to a client and arguably reduces incentives for the client to settle. The potential windfall to the losing opponent is also arguably a disincentive to settle."[4]

Recommendation 7:

The Sub-committee recommends that there should be a cap on the DBA Payment, which should be expressed as a percentage of the "financial benefit" or "compensation" received by the client. The cap should be fixed after consultation.

[4] See "Responses of the Law Society to the Damage-Based Agreements Reform Project" by the Law Society of the England And Wales, November 2019 (para 9(a))

The Sub-committee is of the view that there is scope for capping the maximum DBA Payment at less than the 50% cap currently adopted in England and Wales for commercial claims, particularly if the Success fee model is adopted, and that an appropriate range for consultation is 30% to 50%.

Law Society's Response:

7.1 The Law Society supports the recommendation that there should be a cap on the DBA Payment, which should be expressed as a percentage of the "financial benefit" or "compensation" received by the client.

7.2 We take the view that a lower percentage is appropriate if the Success fee model is adopted. Consideration should be given to the possibility of different percentages depending on the value of the claim – e.g. a higher percentage if the claim value is lower. This cap (which could be reviewed say two years after the implementation of ORFS for arbitration) should favorably put Hong Kong in a competitive position in the international arbitration landscape.

Recommendation 8:

The Sub-committee recommends that a CFA, DBA, or Hybrid DBA should specify whether, and if so in what circumstances:

(a) a Lawyer or client is entitled to terminate the fee agreement prior to the conclusion of Arbitration; and if so

(b) any alternative basis (for example, hourly rates) on which the client shall pay the Lawyer in the event of such termination.

Law Society's Response:

8 The Law Society supports the above Recommendation.

Recommendation 9:

(1) The Sub-committee recommends that clients should be able to agree, on a case by case basis, whether:

(a) the DBA Payment (and thus the DBA Payment cap) includes barristers' fees; or

(b) barristers' fees would be charged as a separate disbursement outside the DBA Payment.

(2) To the extent that barristers can be, and are, engaged directly, this could also be arranged via a separate DBA between client and barrister. In such circumstances, a solicitor's DBA Payment plus a barrister's DBA Payment in relation to the same claim or Proceedings should not exceed the prescribed DBA Payment cap.

Law Society's Response:

9.1 The Law Society supports the recommendation that clients should be fully advised on and be given the choice on whether:

(a) the DBA Payment includes barristers' fees; or

(b) barristers' fees would be charged as a separate disbursement outside the DBA Payment.

9.2 In the event that barristers' fee are charged as a separate disbursement outside the DBA Payment, the Law Society considers that a solicitor's DBA Payment plus a barrister's DBA Payment in relation to the same claim or proceedings should not exceed the prescribed DBA Payment cap.

Recommendation 10:

The Sub-committee recommends that Hybrid DBAs be permitted.

In the event that the claim is unsuccessful (such that no financial benefit is obtained), the Sub-committee invites submissions as to:

(a) whether the Lawyer should be permitted to retain only a proportion

of the costs incurred in pursuing the unsuccessful claim;

(b) if the answer to sub-paragraph (a) is "yes", what an appropriate cap should be in these circumstances; and

(c) if the answer to sub-paragraph (a) is "yes", whether the relevant regulations should provide that, if the DBA Payment is less than the capped amount of irrecoverable costs, the Lawyer is entitled to retain the capped amount of irrecoverable costs instead of the DBA Payment.

Law Society's Response:

10.1 The Law Society supports the recommendation that Hybrid DBAs be permitted under which the client pays its lawyers a low fee if the action is lost and a percentage of the winnings if the action is won.

10.2 The Consultation Paper refers to a "2019 DBA Reform Project" in the UK (para 5.54). According to the Explanatory Memorandum of the above, "*in the event that the client loses, there will be no financial benefit recovered by the client – but the client may be liable to pay the representative (i.e. his lawyers) the irrecoverable costs, but only to a cap of 30% … Hence, in the event of a losing case, the representative may recover up to 30% of the costs incurred in relation to the case – only if the parties so agree – but can recover no more than that.*"[5]

10.3 We consider the above should equally be applicable to the proposed ORFS fee regime, i.e. in the event that the claim is unsuccessful or no financial benefit could be obtained,

(a) Lawyer should be permitted to retain a proportion of the costs incurred in pursuing the unsuccessful claim; and

(b) In such circumstances, the fee to be retained by the Lawyer should be capped on 30% of the costs incurred in pursuing the unsuccessful claim.

10.4 We consider the above would help enhancing access to justice but at the same time strikes a balance on the costs exposure of the

[5] See Explanatory Memorandum (supra) at page 5

Lawyers. The percentage (30%) could be revisited after the regime has been put in place for say two years.

10.5 We also agree that the relevant regulations should provide that, if the DBA Payment is less than the capped amount of irrecoverable costs, the Lawyer is entitled to retain the capped amount of irrecoverable costs instead of the DBA Payment. This would help avoiding the "anomaly situation" identified in the Consultation Paper (para 5.54), i.e. the solicitor would financially be better off if the client lost its case outright (where the 30% payment would be retained) than won a small sum (where the recovered costs, if much less than the time expended, and the DBA Payment might be lower than that).

Recommendation 11:

The Sub-committee recommends that appropriate amendments in clear and simple terms be made to:

(a) the Arbitration Ordinance;

(b) the Legal Practitioners Ordinance;

(c) The Hong Kong Solicitors' Guide to Professional Conduct;

(d) the HKBA Code of Conduct; and

(e) any other applicable legislation or regulation

to provide (as applicable) that CFAs and/or DBAs and/or Hybrid DBAs are permitted under Hong Kong law for Arbitration.

Law Society's Response:

11.1 The Law Society supports appropriate amendments in clear and simple terms be made to the relevant provisions, to provide (as applicable) for CFAs and/or DBAs and/or Hybrid DBAs under Hong Kong law for Arbitration. The above should include the Arbitration Ordinance (Cap 609) (e.g. section 98O), the Legal Practitioners Ordinance (Cap 159) (e.g. section 64), the Hong Kong Solicitors'

Guide to Professional Conduct, and the Code of Advocacy for Solicitor Advocates.

11.2 The Sub-Committee might also wish to at the same time revisit the common law torts and offences of champerty and maintenance, in the context of the recommendations in the Consultation Paper.

Recommendation 12:

The Sub-committee recommends that the more detailed regulatory framework should be set out in subsidiary legislation which, like the legislative amendments referred to in Recommendation 11, should be simple and clear to avoid frivolous technical challenges. Client-care provisions should also be set out in professional codes of conduct so that trivial breaches can be dealt with expeditiously by the professional bodies.

Law Society's Response:

12 The Law Society supports the above Recommendation.

Recommendation 13:

The Sub-committee invites submissions on:

(a) Whether and how the professional codes of conduct and/or regulations should address what other safeguards are needed. For example to:

(i) be clear in what circumstances a Lawyer's fees and expenses, or part of them, will be payable;

(ii) include a requirement under professional conduct obligations to give the client all relevant information relating to the ORFS that is being entered into, and to provide that information in a clear and accessible form;

(iii) require a claimant using CFAs or DBAs or Hybrid DBAs to notify the respondent and Tribunal of this fact;

(iv) *inform clients of their right to take independent legal advice; and*

(v) *be subject to a "cooling-off" period.*

(b) What should be the relevant method and criteria for fixing "Success Fees" in CFAs.

(c) Whether personal injury claims should be treated differently from other claims in Arbitration, by:

(i) *imposing a lower cap on any Success Fee or DBA Payment in respect of a personal injury claim that is submitted to Arbitration; or*

(ii) *prohibiting Lawyers from entering into ORFSs in respect of personal injury claims that are submitted to Arbitration.*

(d) Whether any additional category/ies of claim should be treated differently from other claims that are submitted to Arbitration if ORFSs are introduced.

(e) Whether a DBA Payment may be payable (depending on the terms agreed between Lawyer and client) wherever a financial benefit is received by the client, based on the value of that financial benefit.

(f) Whether the relevant financial benefit may be a debt owed to a client, eg under a judgment or settlement, rather than money or property actually received.

(g) Whether provision should be made for cases in which the result will not involve monetary damages by providing a definition of money or money's worth that includes consideration reducible to a monetary value.

(h) Whether respondents should be permitted to use DBAs, eg to provide for a DBA Payment in the event the respondent is held liable for less than an agreed threshold.

Law Society's Response:

Recommendation 13(a)

13.1 The Law Society supports the recommendation that the professional codes of conduct and/or regulations should include all the necessary safeguards to protect the interest of Lawyers and their clients, including but not limited to the following matters:

(a) the CFA or DBA or Hybrid DBA (as the case may be) shall be in writing and signed by the clients; they would then be clear in what circumstances a Lawyer's fees and expenses, or part of them, will be payable;

(b) clients be fully informed of the nature and operation of the CFA or DBA or Hybrid DBA (as the case may be) and they shall confirm that they have been told of the right to seek independent legal advice;

(c) a requirement under professional conduct obligations be included to give the client all relevant information relating to the ORFS that is being entered into, and to provide that information in a clear and accessible form;

(d) a claimant using CFAs or DBAs or Hybrid DBAs be required to notify the respondent and tribunal of this fact;

(e) Lawyers be required to duly inform their clients on all the ORFS options available to clients, including the pros and cons of each options; and

(f) the provision of a "cooling off" period during which the client may terminate the agreement by written notice.

Recommendation 13(b)

13.2 The Law Society invites the Sub-Committee to provide more information and/or to share desk research on this matter. We are to respond to this matter after review of the information or research.

Recommendation 13(c)

13.3 The Law Society asks that personal injuries ("PI") claims *be excluded altogether* from the proposed ORFS, and that *Lawyers are prohibited from entering these fees arrangement in respect of PI claims submitted to arbitration*.

13.4 In setting out the above, we reiterate our concerns on claims intermediaries in PI claims. If ORFS are allowed for PI claims (*which is opposed*), it is possible that this could be abused by claims intermediaries in their marketing of their services. They could enter into sham "arbitration" agreements with injured claimants and claim to help "arbitrate" their PI claims (on a "no win no fees" or "no win low fees" arrangement) when, in fact, they are mediating or negotiating settlement of their claims. Upon settlement, the claims intermediaries share damages with the injured claimants under these agreements, which are *de facto* champertous or maintenance arrangements.

13.5 The insurance companies could be unaware of the above sham agreements when they are to settle claims with the claims intermediaries, on the basis of the mere representation from claims intermediaries, with authorities from and on behalf of the injured claimants.

13.6 "Sham arbitrations" in PI claims are not improbable because:

(a) Under the present practice, although parties would rarely submit PI cases to arbitration, arbitration is in fact a mode of ADR allowed by the Rules of the High Court and is not excluded in PD18.1

(b) The differences between the Chinese terms "arbitrate" (仲裁) and "mediate" (調解) may not easily or readily be understood by most of the claimants as, to them, they are eager to only "resolve" (解決) the claims; and

(c) Most claimants in PI cases usually are not very sophisticated and they do not have experience in litigation. They might not be able to understand the technicalities of the ORFS arrangement and distinguish them from champertous or maintenance arrangements. They may have already been placed under

financial and emotional stresses because of their injuries, and therefore might be prone to accept the "assistance" from the claims intermediaries in the "resolution" / "adjudication" of the claims for them.

13.7 In setting out the above, we recall that when the Government was amending the Arbitration Ordinance, Cap. 609, for third party funding for arbitration, and when it introduced consequential amendments for third party funding for mediation, the Government has not considered the likely impacts of their proposals on PI litigation. We have raised issues and concerns with the Government. Disappointingly, at the time of this submission, we are still awaiting positive responses from the Government. The present proposal by the Sub-Committee is different from the above subject matter, but yet, we feel strongly that there cannot be a repeat of the oversight for PI claims with this present proposal on ORFS. As a matter of prudence therefore, we ask the Sub-Committee to thoroughly consider and to address *specifically* any implications of ORFS upon PI Claims.

Recommendation 13(d)

13.8 The Law Society expresses no view at this stage.

Recommendations 13(e) – 13(h)

13.9 We say yes to the above Recommendations.

Recommendation 14:

The Sub-committee recommends that Lawyers and legal practices should be permitted to charge separately for work done in relation to separate but related aspects of the Arbitration, such as counterclaims, enforcement actions and appeals.

Law Society's Response:

14.1 In our view, it should be a matter of commercial negotiation as between a client and the lawyers as to how other arbitration-related

work should be charged, including (for example) whether or not this should be the subject of the same or a different DBA. This recommendation just reflects the above ability to be flexible in how a party might structure the engagement of its legal advisers, and Hong Kong should aim for maximum flexibility in this regard. The Law Society therefore in principle supports this Recommendation.

14.2 The above Recommendation is itself not too clear as to whether the charge for separate but related aspects of Arbitration should be based on ORFS, and if so, how ORFS is to be applied. Clarifications on this are needed.

CONCLUSION

15 In principle, the Law Society is in favour of the introduction of ORFS for arbitration for HKSAR, and welcomes continual discussion. We are prepared to be engaged in the further deliberation of this important matter which we anticipate should be arranged *as soon as practicable*.

The Law Society of Hong Kong
16 March 2021