



## Terms and Conditions of the Retainer Scheme

### 法律顧問服務細則

1. The membership fee does not include any disbursements. HUEN & PARTNERS will incur disbursements on client's behalf by issuing invoice which will be sent to client upon receiving notification. Disbursements will include:
  - i. Counsel Fee
  - ii. Land Search Fee
  - iii. Photocopying Charge
  - iv. Business Registration Certificate Search Fee
  - v. Courier Charge
  - vi. Court Fee
  - vii. Stamp Duty
  - viii. Taxing Fee

禩氏律師行的費用不包括一些實報實銷的雜費，有關雜費禩氏律師行會待收到通知後發出發票，這些雜費包括：

- i. 大律師收費
  - ii. 土地註冊署的查冊費
  - iii. 影印費
  - iv. 公司註冊署的查冊費
  - v. 商業登記署的查冊費
  - vi. 速遞費
  - vii. 法庭收費
  - viii. 厘印費
  - ix. 堂費釐定收費
2. The list above is not exhaustive. All disbursements incurred on client's behalf will first be informed by way of invoice. The invoice is due upon presentation. HUEN & PARTNERS shall not take any action until the invoice is paid to us in full.

以上所列的雜費只是常見的收費。禩氏律師行會預先通知客戶有關各項實報實銷項目之費用。所有費用需預先繳交，如客戶不繳付有關費用，禩氏律師行將不會為客戶墊支，亦不會採取任何相關的法律行動或提供有關的服務。
3. Invoice will normally be sent to client by fax. If original is required, client must inform HUEN & PARTNERS in advance. For the purpose of this clause, fax transmission of invoice will be regarded as written confirmation of request for payment.

所有發票均會傳真給客戶，若客戶須要正本，請預先通知禩氏律師行。有見及此，傳真的發票將作為要求付款之書面證明。
4. A team headed by one of HUEN & PARTNERS's partners will be assigned to handle client's case. HUEN & PARTNERS reserves its right to change the handling solicitor.

禩氏律師行將會委派一個以一名合夥人為首的團隊處理客戶的法律事務，禩氏律師行保留更換負責律師的權利。



5. Client shall pay the membership fee upon signing of the retainer agreement. The retainer agreement will take effect once client has duly signed and delivered the original copy to HUEN & PARTNERS.

客戶參加禩氏律師行的法律服務計劃後，須於簽署合約時支付此費用，有關法律服務合約亦於雙方簽署及客戶交回正本後即時生效。

6. HUEN & PARTNERS has the right to terminate the retainer agreement if:
- client has failed to pay the costs agreed;
  - the information and/or instructions given to HUEN & PARTNERS contain any false, illegal, libellous and/or malicious materials and/or statement;
  - there is a winding up order or bankruptcy order against client .

禩氏律師行有權於下列情況發生時取消法律服務合約：

- 客戶沒有依時付款
- 客戶的指示當中含有虛假性、非法、誹謗性或惡意性的聲明
- 客戶的公司面臨清盤令或破產令

7. In case of conflict of interest, HUEN & PARTNERS has the right to refer you to another solicitors firm to act for you in that particular case. The solicitors' fee from other law firms would not be included in the membership that the client joined.

在利益衝突情況下，禩氏律師行有權轉介客戶的案件到另一間律師行辦理，而有關費用亦需要客戶支付。

8. HUEN & PARTNERS shall refund the retainer fee on a pro rata basis if HUEN & PARTNERS terminate this retainer in accordance with clause 6 above.

如果禩氏律師行以上述第六項其中一個理由終止法律服務，禩氏律師行會按比例退回部份費用。

9. All instructions must be given to HUEN & PARTNERS from 9:30 AM to 6:00PM from Monday to Friday and 9:30 AM to 1:00 PM on Saturday. HUEN & PARTNERS reserves the right to impose reasonable charge if the instructions are required to be obtained outside our office premises or the said business hours.

所有指示均須於星期一至星期五上午九時三十分至下午六時，或是於星期六上午九時三十分至下午一時發給禩氏律師行，所有法律服務只限於在禩氏律師行公司內，其他時間或地點的服務將會另行收費。

10. All litigation action and/or court application shall only be commenced or defended with express instructions from client. An authorization letter will be required to be signed by client to confirm instructions.

所有代表客戶訴訟或法庭申請均會收到客戶的指示後才受理，客戶須簽署授權書給禩氏律師行作為指示的書面作實。

11. It is your responsibility to keep HUEN & PARTNERS informed of any change of client's contact particulars, i.e. telephone number, address and fax number.

如聯絡資料(即電話、地址、傳真、等)有任何更改，客戶有責任通知禩氏律師行。



12. For the time being, all correspondence via the fax number, email and/or sent to the address listed in the Application Form overleaf will be regarded as good and sufficient service of the documents to client.  
現時禩氏律師行會根據後頁之申請表上的聯絡資料，傳真、電郵或地址派送函件給客戶。
13. The professional services to be rendered herein do not include any pre-existing court action. If client engages us for legal action within the first month from the date hereof, HUEN & PARTNERS has the right to charge 50% of the normal charge in relation to the service rendered.  
禩氏律師行的法律服務不包括任何現有的法庭案件。如果客戶於此合約生效之一個月內有任何法庭案件，禩氏律師行有權收取一般收費的一半作為律師費。
14. The professional services rendered herein shall only be provided to the company named in the Application Form.  
此合約所列之法律服務只會提供給申請表上的商號。
15. The benefit and burden of this retainer shall not be transferred without our consent in writing. HUEN & PARTNERS reserves its right to charge HK\$500.00 as service charge should such transfer is being accepted.  
除非經禩氏律師行同意，否則此合約不得轉讓，禩氏律師行有權收取港幣伍佰圓作為合約轉讓手續費。
16. HUEN & PARTNERS reserves its right to vary the terms of this retainer by giving 14 days' notice. If HUEN & PARTNERS does not hear from client within 7 days from the date of notification, consent of client to such variation is deemed to have given and such variation is binding in full force.  
以上各項條文禩氏律師行有權更改，禩氏律師行會以書面於新條文生效前十四天通知客戶，如禩氏律師行於七天內收不到客戶的書面回覆，則當閣下同意論。
17. By signing of this retainer agreement, client will be deemed to have agreed to let HUEN & PARTNERS use your name in our promotional materials.  
簽署作實後，客戶同意禩氏律師行使用貴公司的名字於禩氏律師行的推廣資料中。
18. If there is anything in conflict with the Chinese translation, the terms in the English version prevail.  
如此文有任何與英文版本衝突，則以英文版本為準。