

Our firm formerly known as “Zhong Lun Law Firm” was converted to a limited liability partnership (an “LLP”) in accordance with the requirements of the Legal Practitioners Ordinance Cap 159 (“LPO”) on 15th April 2021 (the “Effective Date”). Our firm is now known as “Zhong Lun Law Firm LLP”. The conversion does not, however, affect any of the rights and liabilities of the firm or any person as a partner of the firm that have been acquired, accrued or incurred before the Effective Date.

As our new name suggests, partners of our firm, subject to the provisions of Part IIAAA of the LPO, now carry on the practice of law with a degree of limited liability as from the Effective Date. In general, partners are not personally liable for the negligent or wrongful acts or omissions or misconduct (collectively, a “Default” or “Defaults”) of another partner or of an employee, agent or representative of the firm. However, each partner is personally liable for his or her own Default, and for the Defaults of those employees, agents or representatives he or she directly supervises in respect of a particular matter. The limitation on a partner's liability also does not apply if the partner knew of the Default of another person at the time of its occurrence and failed to exercise reasonable care to prevent its occurrence.

The limitation on a partner's liability also does not extend to the partner's interest in the firm's property from claims made against the firm. The firm continues to be liable for the Defaults of its partners, associates, employees, agents and representatives, and accordingly there is no reduction or limitation on the liability of the firm.

The explanation above is only a brief summary of how the liabilities of partners are affected by our firm becoming an LLP. For details, you should refer to Part II AAA of the LPO.

本行原名為〔中倫律師事務所〕已於2021年4月15日(下稱「生效日期」)按照《法律執業者條例》(香港法例第159章)(下稱「《該條例》」)轉為有限法律責任合夥。本行現稱為「中倫律師事務所有限法律責任合夥」。然而,上述轉變並不影響本行或其任何合夥人於生效日期前得取、累算而得或招致的任何權利及責任。

正如本行的新名稱顯示,從生效日期起,在受制於《該條例》第IIAAA部的規定下,本行的合夥人在進行法律執業事務時所面對的法律責任受到某程度的限制。一般來說,律師行的合夥人毋須因該律師行另一名合夥人或該律師行的僱員、代理人或代表的疏忽或錯誤的作為或不作為或失當行為(以下統稱「失責行為」)而負上個人法律責任。然而,該律師行每名合夥人須因其本身在處理某事宜中的失責行為或該人就該事宜而直接監管的僱員、代理人或代表在處理該事宜中的失責行為而負上個人法律責任。假如律師行的合夥人在另一人的失責行為發生時知道該行為,但沒有採取合理程度的謹慎以阻止該行為發生,則上述對合夥人法律責任的限制亦不適用。

此外,凡有針對律師行的申索,上述對合夥人法律責任的限制並不為合夥人於合夥財產中的任何利益,提供針對該申索的保障。該律師行繼續因其合夥人、助理律師、僱員、代理人或代表的失責行為而負上法律責任。據此,該律師行的法律責任並無減少或受到限制。

上文只簡略地解釋本律師行成為有限法律責任合夥一事如何影響本律師行合夥人的法律責任。如欲知詳情,請參閱《該條例》第IIAAA部。