

2020

# LAW FOR CHANGE STUDENT COMPETITION

TEAM <b>4</b>	PROJECT TITLE <b>Save Our Restaurants</b>
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SCHOOL	<b>City University of Hong Kong</b>

# PROBLEM ANALYSIS

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## Background

Rental disputes are on the rise as tension builds between landlord and tenants in the current coronavirus pandemic. In August 2020, a survey conducted by Deliveroo found that more than 50% of 200 small and independent shops faced closure amid social-distancing rules, citing decline in their businesses as key difficulties when it comes to affording rent. Further, more than 5,000 restaurants might be forced to shut down, putting at risk over 80,000 jobs. Until vaccines are widely administered across Hong Kong, in our view, restaurants will continue to be adversely impacted by new spikes in infection, mandatory restricted dine-in capacity, reduced operating hours and social gathering restrictions. Besides, even before the coronavirus outbreak, the situations of small and independent restaurants closing down due to their failure to afford the high rental price in Hong Kong, and being replaced by chain restaurants owned by large corporations happen from time to time.

A declining catering sector would have a flow-on effect to families of the unemployed staff as well as landlords of the restaurants. Moreover, the closure of many restaurants in the neighbourhood displaces close relationships between and among the customers and owners, and would negatively impact the community generally.

Restaurants foster a sense of community within their local area. According to the owner of a Kwun Tong Chinese restaurant (“Mr. Ho”), whom his staff followed for 18 years, continuing the business is about responsibility and not just money as they have staff and customers continue to come steadily. In addition, an owner of a Japanese restaurant in Wan Chai (“Mr. Wong”) said that the closing of the restaurant would reduce collective memories when all the customers and decorations are gone.

Our team conducted field surveys and interviews over the past few months. We interviewed 5 tenants across various districts in Kowloon and Hong Kong Island. From our research, government’s tight pandemic control measures led to increased tension between landlords and tenants regarding the reduction or waiver of rent.

## Identifying challenges with Negotiating Rent

We have identified three key reasons why the rental issues may not be easily resolved between the landlord and tenants, as follows:

### a. Adverse Impacts to Relationship and Goodwill

Tenants are reluctant to renegotiate rent at the risk of damaging their pre-existing good relationships with their landlord. Some tenants said that they feel too embarrassed to ask for rental reduction. For example, Mr. Wong noted that the landlord was really generous in reducing 50% of the rent and it was embarrassing to ask for more. In addition, the rent negotiation process often brings hurtful feelings to both parties. Mr. Ho, who also owns a dim sum restaurant in Ap Lei Chau, noted that the landlord will continuously emphasise that the rent is already very low, and outright refuse to have any rental reduction. Therefore, tenants are often unwilling to confront the landlord in tackling the rental problem.

### b. Lack of Legal Expertise and Capacity of Tenants and Landlords

Secondly, tenants lack expertise in figuring out appropriate solutions and the cost of obtaining legal advice is also high. When it comes to asking for a rent waiver, Mr. Wong is concerned that he does not have sufficient legal knowledge to negotiate and that his request would amount to a breach of contract. Therefore, he does not have the courage to negotiate with the landlord on changing the contractual term. For this reason, tenants are reluctant to make requests for rental reduction.

Even if the tenants have the resources to get access to legal advice, they risk their relationship with the landlord if they involve lawyers in the negotiation. For instance, Mr. Wong pointed out that hiring a lawyer is a very formal procedure and may give the landlord an illusion that he is going to be sued. Therefore, the tenants might hesitate in finding professional legal advice even if they have the capacity to do so.

### c. Lack of Alternatives

From the interviews we conducted, another issue we came across was the lack of alternative solutions to tackle the issue of rent. Only 1 interviewee suggested an alternative solution on how to tackle the rent problem. Mr. Wong considered subletting part of the shop in order to reduce the rental burden. However, this alternative was not feasible as the tenancy agreement prohibited subletting. Therefore, tenants often lack commercial alternatives other than seeking a reduction in rent.

# GOALS, OBJECTIVES AND PROJECT PLAN

Goals	Objectives
<ul style="list-style-type: none"><li>To help Hong Kong’s restaurants endure and recover from the economic recession resulting from the pandemic.</li><li>To alleviate the financial and emotional pressure on small and independent restaurant tenants, their employees as well as their landlords stemming from rental issues.</li><li>To preserve the precious collective memories retained in the community through the restaurants.</li></ul>	<ul style="list-style-type: none"><li>To help existing small and independent restaurant tenants in Hong Kong to survive, by offering to act as a mediator between them and the landlord on the rental issues.</li><li>To find common ground and provide win-win solutions between restaurant tenants and landlords in relation to issues relating to rent.</li></ul>

## PROJECT PLAN

### Operation and Marketing

The Save Our Restaurants (SOR) program will involve having our volunteers act as the mediator between the restaurant tenants and landlords on rental issues. While the daily administrative processes will be handled by the SOR team, the volunteers will be recruited from among recent law graduates, lawyers, mediators, law students or other people with relevant expertise. The SOR team will promote the program to the restaurants through the internet and social media. Restaurants can apply to us for assistance on their rental negotiation discussions with landlords by contacting the SOR team through email or social media, or filling a google form provided by the team. As required by law, the SOR team and the volunteer mediators will not provide legal advice to the parties at the mediation, and they will facilitate discussions aimed at achieving a commercial compromise. Besides, the mediator will be a completely neutral party during the discussion.

### Training of Volunteers

Seasoned practitioners from Hong Kong Mediation Centre will be invited to hold several training sessions, to equip the inexperienced volunteer mediators with some useful basic skills and techniques in mediation.

The SOR team will also invite lawyers or other experienced professionals as legal mentors who will provide guidance and support to the SOR team and the volunteer mediators.

### Target Clients and Selection Criteria

As our target clients are small and independent restaurants, our selection criteria are as follows:

- (1) the existing monthly rent under the lease shall not be higher than HK\$200,000;
- (2) the restaurant shall not have more than three branch stores; and
- (3) consent to have mediation under the SOR program has been obtained from both the landlord and the tenant.

The purpose of including requirements (1) and (2) is to single out small and independent restaurants. In the event that the applications for mediation services exceed the SOR team’s capacity, further factors will be considered for the selection of the cases to be handled. Factors will include the rental price, size and asset value of the restaurants, its geographical location, and the extent of financial distress faced by the tenant/ landlord. Cases in which the landlords are large real

estate companies will likely be excluded. As large real estate companies have resources available to provide rental concessions, and are more capable of seeking proper legal advice to deal with their rental issues, we believe that they would have their own structured mechanisms to negotiate and deal with their tenants, as such, the value-add that the SOR team can offer to them would be relatively small.

After receiving applications, the SOR team will apply a 3-step process:

### **Step 1: SOR Team to Make Initial Contact with the Applicant by Email**

Once initial contact has been established, the applicant must provide the team with its latest rental agreement or provisional agreement with the landlord, and the team will confirm that the case meets the requirements for eligibility. The team will also learn from the applicant about his/her situations and needs.

### **Step 2: The SOR Team will Collect Contact Details from Both Parties**

Provided that the SOR team accepts the case, the team will confirm with the applicant that they are taking on the case. Contact details will then be collected from both the landlord and the tenant.

### **Step 3: SOR team to arrange mediation session**

Upon completion of step 1 and step 2, The SOR team will arrange a suitable volunteer and schedule an appointment for a mediation session for the parties.

## **Location and Logistics of Mediation Sessions**

Depending on the parties' preference and the gathering restrictions at the time, initially we will offer two options for mediation: in-person mediation or virtual mediation. For in-person mediation, it is anticipated that the session will be held in university classrooms or at the restaurants. For virtual mediation, sessions will be held via video conference. At least one member of the SOR team will be present to provide assistance in each session.

During the mediation, the mediator will endeavour to convey the thoughts of the tenants over the rental issues to the landlords, and vice versa, while seeking to find a common ground, and to suggest measures that may be acceptable to both parties. Where necessary, the mediator will refine suggestions according to the parties' intentions.

## **Option to Continue Mediation/Conclusion of Mediation**

While the mediation is intended to be a one-off process to be done in a single meeting, a second or third meeting may be organized subject to the circumstances of the mediation. A mediation case will be considered successful if both parties agree to continue/renew the lease, adopting certain measure(s) to resolve the rental issue. Ideally, a written agreement giving effect to the agreed terms would be signed by the parties with the mediator acting as witness at the conclusion of the mediation session to record parties' commitment to the agreed solution. For each case, a maximum number of meetings will be set to control the workload of the team and the mediator, such that if the parties fail to come to an agreement after a certain number of meetings, the case will be ended and considered unsuccessful. This will be determined on a case-by-case basis, depending on the complexity of the case.

This project addresses the three issues identified in the Problem Analysis section above in the following ways:

### **a. Preserve Goodwill and Relationships among the Parties**

**The SOR team and volunteer mediators can act as a bridge for smooth communication between the parties.** Having a third party to facilitate negotiations on rent may ease tension between the landlord and the tenant. As volunteers are trained in the legal discipline and/or have relevant knowledge in the rental market/business, they will be able explain clearly and rationalize the concerns of each party to one another, based on their needs and concerns. While a tenant may feel ashamed in asking for more leniency from the landlord, and the landlord may feel uneasy to reflect his/her difficulties in complying with the tenant's request. As such, the SOR program enables them to express their thoughts through a middleman so they can feel more comfortable and less emotionally pressured when doing so.

## **b. Provide Professional Assistance in Negotiations in a Neutral Capacity**

**The volunteer mediators can ensure the interests of both sides are well protected.** It is commonly the case that both the tenant and the landlord do not have sufficient legal knowledge, and this may limit the options that they are able to come up with. For instance as stated above, tenants may not have the confidence to negotiate with landlords due to their lack of knowledge in dealing with contractual terms. As a mediator, the volunteers will not be there to advocate for rent reduction on behalf of the tenants, but they will be there to advocate for a solution that is mutually beneficial, and to ensure that the new terms agreed will not be unfair to either parties. For example, if the parties agree on suspensions of rent payment, under the supervision of the volunteers and the SOR team members equipped with legal knowledge, the interest rate for the rent repayment will not be unreasonable. Besides, terms which allow the tenants to avoid their obligations to pay too easily will also be prevented from being incorporated into the new agreement. Hence, the volunteers can ensure that the interest, rights and benefits of the parties are safeguarded.

## **c. Provide Creative Solutions and Alternative Arrangements for the Parties**

The volunteer mediators and the SOR team can brainstorm and provide creative solutions to resolve rental issues. Because many of the landlords and tenants may lack the relevant expertise, they may not be able to come up with solutions to continue the businesses other than simple rent reduction. However, there are alternative solutions that can be introduced by the mediator and the SOR team, for example:

- 1) Suspension of payment of rent: the parties may enter into a provisional agreement, under which the tenants can repay the rent to the landlord with or without interest in a later time. An alternative payment schedule can be incorporated. Landlords may reserve the right to claim payments from any deposit account or guarantors.
- 2) Force majeure clauses/abatement clauses: The landlords and tenants can come up with clauses that give the parties a right of abatement or suspension of rent in the situation of extreme circumstances. For example, a term may be included

that according to it, whenever the government introduces a ban on restaurant dining after 6pm, the rent of that period of banning can be abated to half. This gives certainty to both parties and reduces the need for continuous negotiation and risk of disagreement between the parties.

- 3) Sublet clauses: Provided that this is not prohibited in the tenancy agreement, tenants may be able to sublet the shop to another party, so that rental burden can be shared or re-allocated to the sub-tenant. For example, the tenant can sublet a shop temporarily to a business selling masks and hygiene products which have high demand in the current pandemic.
- 4) Turnover rent: Part of the rent can be calculated based on a certain percentage of the monthly revenue of the restaurant's business. It allows the tenant to share part of the business risk with the landlord to protect the tenant when times are hard. This also reassures the landlord that even less rent is received in the current situation, once the business revives, he or she will be able to reap the benefits of the tenant's increased revenue. It is anticipated that the clause will be accompanied by a base rent which is fixed.

As can be seen from the above alternative arrangements, the possibility of the parties compromising on a solution to tackle rental issues instead of discontinuing the business will be increased.

# SUSTAINABILITY PLAN

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The team adopts a four-limb approach to achieve sustainability of the SOR program.

## Organizational Sustainability

### a. Team Structure

As the SOR program aims to help tenants and landlords mediate/negotiate, volunteers who engage in the mediation/negotiation process must have the requisite knowledge and skills. To gain basic mediation skills, the founding members will invite pro bono mediators from the Hong Kong Mediation and Arbitration Centre to hold several training sessions in explaining mediation skills. Founding members and volunteers who have attended these sessions will then take up the role in handling a case and training incoming volunteers who do not have any mediation experience. At the same time, we will recruit volunteers who possess mediation knowledge and have relevant experience, for example, we will invite seasoned practitioners from Hong Kong Mediation Centre to help. In cases where there are complicated issues, we will assist the participants in applying for the one-off free (4 hours) mediation service provided by the Mediation Centre.<sup>1</sup>

In the next step, each volunteer will be accompanied by 1 founding member in handling a case. After gaining experience, they will take up the role as an adviser in guiding and passing on their knowledge to the new recruits. At the same time, a database will be set up and in which advisers will be required to record the highlights of their cases. Such information will include the nature of the dispute between tenants and landlords and the solutions that were ultimately adopted. This information will act as a guideline for the other volunteers to take reference from in later cases. As our project focuses on small independent restaurants, it is probable that solution(s) in one case may be adjusted slightly and applied to another.

Upon the completion of a case, the volunteer involved can choose to join the founding members and become part of the managing team. Apart from training new volunteers, members of the managing team will also take up other responsibilities such as: recruiting new

volunteers, conducting supervision work, seeking new donors and connecting partners (i.e. local law schools, the UG Student Department Development and Career Services of [university], and pro bono lawyers).

### b. Issue of Data Privacy

To ensure the privacy of the program's participants, identifying information like names and addresses will remain confidential. Only the founding members and the volunteer who are responsible for the particular case will be able to assess the personal information of that participant. Also, in tackling the issue of data privacy, participants are required to sign a "use of personal data" form at the application stage/initial contact stage, whereby they agree for their personal data to be stored in the database for tracking purposes. Besides, a statement stating that "personal data will be destroyed 5 months after the end of negotiation/mediation" will be included in the form.

### c. Waiver of Liability

Given the voluntary nature of the SOR program, there is a waiver of liability on the part of the founding members, advisers, managing team and volunteers. A waiver or disclaimer form is to be signed by each party before the commencement of mediation.

## Sustainability in Relationship with Participants

The SOR program aims to provide a continuing service instead of a one-off service. Thus, it is important for us to maintain a relationship with our participants. For each successful case, the SOR team will follow up with the applicants around 3 months after the mediation. This is to assess the effectiveness of the mediation. Besides, to ensure that we can track our cases in the long run, we will create a contact-management database, by using business software like NetSuite, as a means to save details of participants. This includes business information such as: the type of restaurant (bar or fast-food or casual dining restaurant), existing rent, landlord and tenant's views and concerns, location of the restaurant (district / street level), solutions recommended, outcome achieved after the mediation,

results of follow-up (if any). In the database, we will categorize each participant based on their restaurants' location. If a participant comes to us on more than one occasion, we will be able to go straight into the solution section in the database without the need for them to explain the whole situation again.

## **Sustainability of Number of Volunteers within the Team**

For the proposal to run continuously and effectively, the number of volunteers are key because the project aims to provide a one-on-one service to the tenants and landlord. There are 5 ways in enhancing recruitment and retention of the volunteers.

### **a. Collaboration with the Three Local Law Schools and the UG Student Department Development and Career Services**

Our team will contact the law schools, Law Students' Society and the UG Student Department in relation to the promotion of our proposal. By introducing the program through different promotion platforms at the Universities, i.e. workshops, webinars and posting our volunteer services on their Notice Board online, it is believed that the potential volunteers will have a more genuine and comprehensive view over the nature of our volunteer work. More importantly, it will give them a deeper understanding of the difficulties and challenges in which catering industries are facing.

### **b. Online Promotion Strategies**

Examples of online promotion platforms include a Facebook page, website and Instagram by adding different hashtags, i.e. "#law student", "#volunteering" and "#law school". These are the most direct ways to let fresh graduates recognize the proposal. The platforms will list the details of their roles, these include the required qualification, the minimum amount of time that we need them and the nature of the volunteer work.

### **c. Set up a volunteer-connection Group**

As the SOR program aims to provide a continuing rather than a one-off service, it is important to retain volunteers who are familiar with the cases that they have been responsible for. A volunteer-connection group will be set up to build a sustainable network of pro bono lawyers and graduates with different professional backgrounds, i.e. finance and law, etc. The group acts as a platform for the pool of talents to widen their connection and interact with each other. It is believed that through connection with other professionals, volunteers will build a sense of belonging to the group and are more motivated to engage in the work continually.

## **Financial Sustainability**

It is anticipated that the administrative costs of the program will include: the fee of attending the general mediator training course, cost in setting up social media, advertising, travelling expenses, and venue costs (if applicable). Our team will not rely on a single donor to support the SOR program. To sustain the financial expenditure in the following years, we will look for potential donors, i.e. general public, local councilors, universities and charities, etc, who are interested in supporting local businesses in their neighborhood.

In the current coronavirus pandemic, the meeting between our volunteers and participants may be conducted online, i.e. through Zoom or Skype. When the pandemic situation becomes less severe, participants may have the meeting at the restaurant and/or university meeting rooms. In this regard, the financial expenditure may be limited to transportation fees if there is no need for us to rent venues to hold meetings. As for the training sessions and meetings between volunteers and the founding members, they may be conducted online as well for the time being. However, a face-to-face meeting will be held once in every 3 months for everyone to share their cases and experiences. We will contact the universities and seek approval for the use of their spared classrooms as the meeting venue.

## **Plans in Expansion and Enlarging Proposal's Effectiveness**

### **a. Connecting Pro Bono Lawyers**

In order to enhance the quality of our service, we will invite pro bono lawyers to join the team and provide their professional advice on cases where issues are complicated. Our team will seek help from the local law schools in contacting and connecting with the pro bono lawyers. Once we have gathered all essential and thorough information of a case, we will seek their advice. The lawyers will take on a role as an instructor but not a mediator. Therefore, instead of providing advice directly to the participants, they will assist our volunteers and engage them about clarification of the issues.

### **b. Setting up Guidelines in Relation to Volunteers' Conduct when Handling a Case**

Specific guidelines and procedures will be set up in relation to how we assist the participants. Firstly, there

will be guidelines prohibiting volunteers from acting in the interest of one of the participants as our program aims to provide neutral advice. For example, they are not allowed to meet one of the parties, i.e. the tenant, privately after the commencement of a case. Secondly, if volunteers have a relationship with a participant, such a case will not be distributed to that volunteer to avoid a conflict of interest.

### **c. Strategies to Intensify Mediation Training**

We aim to intensify the training progress for the members and volunteers so as to polish our mediation skills. Firstly, we will invite professional mediators, or law school professors who have experience in teaching mediation, to hold several workshops in strengthening our mediation techniques. Secondly, if time permits and with sufficient financial support, 2 of the founding members will attend a general mediator training course held by the Hong Kong Mediation Centre.



# PROJECT DEVELOPMENT AND TIMELINE

We aim to implement our project in 5 stages. Since the covid-19 pandemic still adversely affects the catering industry at large in Hong Kong, currently our project will last for 18 months. We envision for the project to

continue for years to come as rental issues will likely remain as a problem for Hong Kong restaurants even when the pandemic is over. However, we will focus on the current 5 stages at this point of time.

Stage 1: Inception and Recruitment of Volunteers	Time
<p>In order to facilitate the project effectively, we are going to recruit law students and recent graduates and possibly business students via email and social media. We will liaise with law schools and business schools to facilitate the promotion of our program to potential volunteer candidates. On the other hand, we will invite seasoned practitioners from Hong Kong Mediation Centre to hold several training sessions on mediating professionally to support our project. Besides, the website and the email account of the SOR team will be created.</p>	<p>Beginning Jan 2021</p>
Stage 2: Promotion to Targeted Group and Training	Time
<p>In the second stage, we need to promote our mitigation services between tenants and landlords to our targeted group. By doing so, we propose to promote our platform in social media such as Facebook pages and Instagram pages that are largely accessible to the tenants. Besides, we are also keen to promote our platform by collaborating with NGOs and the community centres so as to better locate the tenants in need.</p>	<p>Jan - Aug 2021</p>
Stage 3: Trial Run	Time
<p>The trial run is meant to start with the small local community that urgently needs our help so as to work in a practical and effective way. In particular, we will go into the district to see if they need our help. For each case, we will consider modifying our ways of providing the service and the maximum number of meetings for each case after we have tried to handle some cases and have gained some experience.</p>	<p>May 2021 – Jul 2021</p>
Stage 4: Territory Wide Run	Time
<p>Once our team is well established and we have successfully helped the tenants, we will extend the coverage of our service in Hong Kong.</p>	<p>Aug 2021 – May 2022</p>
Stage 5: Conclusion and Evaluation	Time
<p>The Save our Restaurants team will assemble the volunteer mediators for an end of year evaluation meeting. Future plans for the SOR program will also be discussed and decided.</p>	<p>Jun 2022</p>

# BUDGET AND COST-EFFECTIVENESS

Our budget will be estimated in each stage as shown in the chart below. The budget assumes that all listed matters will be necessary; however, cost-effectiveness measures will be taken to reduce costs, such as reaching out to professors who are in support of our project at

CityU to provide training workshops; to book rooms at the university for volunteers; or to conduct workshops or meetings online. The items which are negotiable have been marked with an asterisk (\*).

Category	Total Cost (HK\$)
<b>Stage 1: Inception and Recruitment of Volunteers</b>	
Printing (posters etc.)	250
Setting up social media (websites, advertising, etc.):	
- Setting up a Facebook page	0
- Setting up a website (if we purchase website making service online)	around 120
Venue booking* (for interviews, volunteer workshops, etc.)	800
<b>Stage 2: Promotion to Targeted Group and Training</b>	
Printing (posters, correspondence)	300
Social media promotion (Facebook, Instagram, etc.)	4,000
Fees for professional mediator as trainer*	8,000
<b>Stage 3: Trial Run &amp; Stage 4: Territory Wide Run</b>	
Renting a meeting room* (or through zoom)	around 9,600
If we rent a meeting room, it would be at least HK\$ 200 per person per hour	
Transportation cost	1,000
Refreshments*	1,000
<b>TOTAL:</b>	<b>25,270</b>

# PLAN FOR MONITORING AND EVALUATION

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We will continuously monitor and evaluate the impacts and effectiveness of our mitigation services. We will adopt both quantitative and qualitative evaluation, such as the time spent in each mitigation meeting and feedback from our clients regarding the service quality. More detailed evaluation in each stage is shown as below.

## Stage 1: Inception and Recruitment of Volunteers

After having recruited the volunteers, we will hold meetings with the volunteers to propose a more detailed year-plan together. This year-plan will be further modified after we seek relevant advice from the legal advisers.

## Stage 2: Promotion to Targeted Group and Training

After this stage, we need to evaluate the quality of our training workshops by seeking advice from our volunteer mediators. The training workshops can be improved in the later stage after adopting the suggestions from them.

## Stage 3: Trial Run Stage 4: Territory Wide Run

After this stage, we need to evaluate the effectiveness of our promotion and advertising. We could design a questionnaire to seek feedback from our clients. To evaluate our mitigation services, the details of

the process of the mediation will be recorded by our volunteers. Examples of items to be recorded include: (1) When this case started and ended?; (2) How many meetings have been held? On which dates?; (3) How much time has been spent in each of those meetings? Is it longer or shorter than you expect? And what probably are the problems or reasons?; (4) Negotiation time spent in total (collect data in order to arrange negotiations better in the future); (5) what exactly are the problems in the contract our clients encountered; (6) solutions proposed by pro bono lawyers (no matter whether adopted or not); (7) Did the negotiation go well? Did parties communicate smoothly? If yes, how did you contribute to it? If not, what are the problems?; (8) What was the negotiation outcome? Did it reach your expectations? If not, what might be the problems? What suggestions can be made to solve those problems?; (9) Expenditure in total in this case. This evaluation form will be made electronically through Google form, and volunteers are required to finish this form after each case.

It is also important to seek advice from our clients to improve our service quality, so our clients will be asked to complete a feedback form after each case ends. The content of this feedback form may include: (1) Did the volunteer mediator provide useful advice? What are they?; (2) Do you think the negotiation arrangement is satisfactory? If not, what would be your suggestions?

## Stage 5: Conclusion and Evaluation

Our team will prepare an evaluation report and presentation for the end of year evaluation meeting, and gather feedback and insights from the volunteers.

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## ENDNOTES

1. Hong Kong Mediation Centre. Free Community Mediation Service Scheme. <http://www.mediationcentre.org.hk/en/services/ProBono.php>