

Legal Profession (Professional Conduct) (Amendment) Rules 2001

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No. S 410

LEGAL PROFESSION ACT (CHAPTER 161)

LEGAL PROFESSION (PROFESSIONAL CONDUCT) (AMENDMENT) RULES 2001

In exercise of the powers conferred by section 71 of the Legal Profession Act, the Council of the Law Society of Singapore, with the approval of the Chief Justice, hereby makes the following Rules:

Citation and commencement

1. These Rules may be cited as the Legal Profession (Professional Conduct) (Amendment) Rules 2001 and shall come into operation on 1st September 2001.

Amendment of rule 3

2. Rule 3 of the Legal Profession (Professional Conduct) Rules (R 1) (referred to in these Rules as the principal Rules) is amended by deleting the words “ “firm” means” in the definition of “firm” and substituting the words “ “law firm” means”.

Amendment of rule 5

3. Rule 5 of the principal Rules is amended —

- (a) by deleting the words “firm of advocates and solicitors in Singapore” and substituting the words “law firm or law corporation”; and
- (b) by deleting the word “firm” in the rule heading and substituting the words “law firm or law corporation”.

New rules 11A and 11B

4. The principal Rules are amended by inserting, immediately after rule 11, the following rules:

“Touting and referrals

11A.—(1) An advocate and solicitor, a law firm or a law corporation shall not tout for business or do anything which is likely to lead to the reasonable inference that it is done for the purpose of touting.

(2) Without prejudice to the generality of paragraph (1), where there is reason to believe that a client is referred to an advocate and solicitor, a law firm or a law corporation by a third party, the advocate and solicitor, law firm or law corporation, as the case may be, shall —

- (a) maintain the independence and integrity of the profession and not permit the referrer to undermine the professional independence of the advocate and solicitor, law firm or law corporation;
- (b) not reward the referrer by the payment of commission or any other form of consideration;
- (c) not allow the referral in any way to affect the advice given to such client;
- (d) advise the clients impartially and independently and ensure that the wish to avoid offending the referrer does not in any way affect the advice given to such clients;
- (e) ensure that the referrer does not in any way influence any decision taken in relation to the nature, style or extent of the practice of the advocate and solicitor, law firm or law corporation; and
- (f) communicate directly with the client to obtain or confirm instructions in the process of providing advice and at all appropriate stages of the transaction.

Agreement for referrals

11B.—(1) In addition to rule 11A, when an advocate and solicitor, a law firm or a law corporation enters into agreements for referrals of conveyancing services, the advocate and solicitor, law firm or law corporation, as the case may be, shall ensure that the agreement is made in writing and contains the following terms:

- (a) the referrer undertakes in such an agreement to comply with these Rules and the Legal Profession (Publicity) Rules (R 13);
- (b) the advocate and solicitor, law firm or law corporation shall be entitled to terminate the agreement forthwith if there is reason to believe that the referrer is in breach of any of the terms of the

agreement;

- (c) any publicity of the referrer (whether written or otherwise), which makes reference to any service that may be provided by the advocate and solicitor, law firm or law corporation, must not suggest any of the following:
 - (i) that the conveyancing service is free;
 - (ii) that different charges for the conveyancing services would be made according to whether or not the client instructs the particular advocate and solicitor, law firm or law corporation; or
 - (iii) that the availability or price of other services offered by the referrer or any party related to the referrer are conditional on the client instructing the advocate and solicitor, law firm or law corporation; and
- (d) the referrer must not do anything to impair the right of the client not to appoint the advocate and solicitor, law firm or law corporation or in any way influence the right of the client to appoint the advocate and solicitor, law firm or law corporation of his choice.

(2) The advocate and solicitor, law firm or law corporation, as the case may be, must forthwith terminate the agreement if the referrer is in breach of any term referred to in paragraph (1) or if there is reason to believe that the advocate and solicitor, law firm or law corporation is in breach of such term.

(3) Where the advocate and solicitor, law firm or law corporation has terminated an agreement under paragraph (2), the advocate and solicitor, law firm or law corporation, as the case may be, may continue to act in matters the advocate and solicitor, law firm or law corporation was instructed prior to the termination but should not accept any further referrals from the referrer.”.

Amendment of rule 25

5. Rule 25 of the principal Rules is amended by inserting, immediately after paragraph (a), the following paragraph:

- “(aa) where the advocate and solicitor is a director or an employee of a law corporation, any interest of the law corporation;”.

Amendment of rule 26