

LEGAL PROFESSION (GROUP PRACTICE) RULES 2013

Arrangement of Provisions

1 Citation

PART I

PRELIMINARY

2 Definitions

3 Application

PART II

GENERAL PRINCIPLES

4 Purpose and spirit of group practice

5 Separate liability

6 Register of group practice

7 Management of group practice

8 Bank account

9 Confidentiality

10 Incapacity or death of sole proprietor

F2

Citation

1. These Rules may be cited as the Legal Profession (Group Practice) Rules.

PART I PRELIMINARY

Definitions

2. In these Rules, unless the context otherwise requires -

"client account" has the same meaning as in the Solicitors' Account Rules 1990;

"firm" means a law firm as defined in the Legal Profession (Publicity) Rules 2001;

"firm name" means the name or style under which the practice of a firm is being carried on;

"group practice" means a practice comprising 2 or more firms with each firm having no more than 5 Advocates and Solicitors and having no branch office which share premises in mutual co-operation and expressly practise as separate firms;

"manager" means the manager referred to in rule 7;

"office account" has the same meaning as in the Solicitors' Account Rules 1990.

Application

3. These Rules shall apply to all firms in a group practice and are intended to govern their relationship within the group practice and their dealings with clients and other persons outside the group practice without prejudice to rules of etiquette and professional practice, any other rules and guidelines issued by the Bar Council from time to time and any other applicable law.

PART II GENERAL PRINCIPLES

Purpose and spirit of group practice

4.-(i) The purpose and spirit of a group practice is to enable the firms in a group practice to come together in mutual co-operation without being partners of each other.

(ii) A firm in a group practice may instruct another firm in the group practice to undertake work entrusted by a client to the instructing firm provided consent in writing shall be obtained from the client and subject to paragraph (iv) and to any rule of etiquette and professional practice.

(iii) A firm in a group practice may act in a matter when another firm in the group practice is acting for the other party in the same matter provided consent in writing shall be obtained from the client and subject to paragraph (iv) and to any rule of etiquette and professional practice.

(iv) A copy of paragraphs (ii) and (iii) shall be displayed prominently within the office of a group practice and within the office of each firm in the group practice.

(v) An advocate and solicitor of a firm in a group practice, who is a commissioner for oaths or notary public, may attest to any document requiring attestation of clients of another firm in the group practice.

Separate liability

5. – (i) Each firm in a group practice shall be liable for and duly and punctually pay and discharge its own debts and liabilities and shall keep the manager and the other firms in the group practice and their respective estates indemnified against such debts and liabilities and against all actions, proceedings, costs, claims and demands in respect thereof.

(ii) Each firm in a group practice shall bear its own professional indemnity insurance premia, accountancy and audit costs, professional and similar subscriptions and levies payable to the Bar Council.

(iii) A group practice is not a separate legal entity

Register of group practice

6. –(i) Sole proprietors and partners of firms which wish to practise as a group practice shall apply to the Bar Council for approval to practice as a group practice.

(ii) No firm shall practise as a member of a group practice unless the group practice shall have been approved in accordance with paragraph (i).

(iii) The approval or rejection of any group practice shall be at the sole discretion of the Bar Council.

(iv) Any firm which joins or withdraws from a group practice shall within 7 days of such joining or withdrawal notify the Bar Council.

(v) A firm shall not be a member of more than one group practice.

(vi) The Bar Council shall maintain a register of group practices and the firms in each group practice.

(vii) The nameplates of all firms in a group practice shall be displayed outside the premises of the group practice.

Management of group practice

7. – (i) A group practice may be managed by a manager.

F4

(ii) The manager may provide, or firms in a group practice may otherwise share, the infrastructure and management services which may be required for the efficient and proper functioning of the group practice.

(iii) For the purposes of this rule –

"infrastructure" includes the premises in which the group practice operates, furnishings, law books, office and related equipment and paraphernalia, utilities, electronic services for the purpose of searches and research;

"management services" includes all aspects of the management of the group practice, such as the hiring and termination of secretarial, clerical and other staff or agent of the group practice, but does not include any aspect which a firm in the group practice has by these Rules or by contract agreed to provide for itself.

Bank account

8. – (i) The firms in a group practice may open and operate a common bank account for the purpose of meeting common expenses.

(ii) Each firm in a group practice shall maintain, separately from the other firms in the group practice its own office and client accounts.

Confidentiality

9. Each firm in a group practice shall ensure that a confidentiality agreement is executed by all their employees whereby the employees covenants and agrees that he or she shall at no time during or after their term of employment, use for his or her own benefit or for the benefit of others, or disclose or divulge to others, any confidential information which the firm or any other firm in the group practice has, and may in the future, come into possession of including but not limited to trade secrets, customers lists, methods, processes or precedents.

Incapacity or death of sole proprietor

10. The sole proprietor of a firm in a group practice shall appoint in writing another firm in the group practice to act in his stead in the event of his incapacity or death.