



**Majlis Peguam
Bar Council Malaysia**

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**Circular No 058/2021
Dated 10 Feb 2021**

To Members of the Malaysian Bar

Revised Guidelines on Waiver of Fees in Conveyancing Matters

Please be informed that the Bar Council, at the recommendation of the Solicitors' Remuneration Enforcement Committee, has approved the Revised Guidelines on Waiver of Fees in Conveyancing Matters.

The Revised Guidelines will take effect on **1 Mar 2021**, and as such, the Guidelines issued previously via [Circular No 041/2007](#) dated 14 Feb 2007 are deemed revoked as of the said date.

The Revised Guidelines are available [here](#) (see page 2 onwards) for your reference.

Thank you.

**Zamri b Ali and Abdul Murad b Che Chik
Co-Chairpersons
Solicitors' Remuneration Enforcement Committee**

BAR COUNCIL REVISED GUIDELINES ON WAIVER OF FEES IN CONVEYANCING MATTERS

The following guidelines shall apply with effect from 1 March 2021.

1. Order 6 of the Solicitors Remuneration Order 2005 (SRO) provides that:
 - (a) a solicitor may give a discount of up to 25% on fees specified in the First and Third Schedule, except for any transaction governed by the Housing Development (Control and Licensing) Act 1966 [Act 118] or any subsidiary legislations made under the Act; and
 - (b) no discount may be given on fees specified in the Second, Fourth, Fifth and Sixth Schedules.

Therefore, subject to the discount permitted by Order 6(1) of the SRO, any device or method employed as a means to providing a discount (or which in effect provides a form of discount) is prohibited.
2. A waiver of fees that in effect amounts to a discount is not permitted.
3. An advocate and solicitor may however waive any fees due to (or chargeable by) him for the conduct of any non-contentious business governed by the SRO provided that:
 - (a) it is a bona fide waiver; and
 - (b) the waiver is a FULL waiver of all fees due to or chargeable by him and not a part thereof unless otherwise provided herein; and
 - (c) the waiver of fees is not a device or method employed by the advocate and solicitor as a means to providing a discount; and
 - (d) the fact of the waiver and detailed particulars of the nature of the relationship or purpose upon which the waiver is given is noted on the file.
4. Circumstances under which an advocate and solicitor MAY NOT waive fees due to or chargeable by him, and which may be deemed as a device or method in providing a discount, include the following:
 - (a) the preparation of any subsidiary instrument under the Third Schedule of the SRO;
 - (b) where the solicitor is attending to both the sale and purchase agreement for the purchaser and the end financing for the purchaser, the solicitor may not waive either the fees chargeable in respect of the sale and purchase agreement or the loan documentation;
 - (c) where the solicitor is acting in relation to a property development (whether acting for the developer or the purchasers), the solicitor may not waive fees in respect of any portion of the cases he handles in that property development;
 - (d) a solicitor may not waive disbursements in fact incurred, and thereby resulting in a discount in effect being given;

(e) where the solicitor is acting in relation to documentation pertaining to loans or facilities granted by a bank or finance company, the solicitor may not waive fees in respect of any portion of the loan matters he handles for and on behalf of the bank or finance company.

5. The Bar Council Guidelines on Waiver of Fees for Conveyancing Matters dated 12 February 2007 is hereby replaced by these Guidelines which shall take effect on 1 March 2021.

Dated this 10th day of February 2021

Salim Bashir
President
Malaysian Bar