RULES AND RULINGS OF THE BAR COUNCIL

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OF THE
BAR COUNCIL

Updated as at 13 July 2026

Malaysian Bar

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CHAPTER 1

Citation, Definitions and Interpretation

1.01 Citation

These Rulings may be cited as the **Rules and Rulings of the Bar Council.**

1.02 Definitions and interpretation

In these Rulings, unless the context shall otherwise require:

(a) **"Act"** means the Legal Profession Act 1976 as amended, re-enacted or replaced from time to time;

(b) **"Advocate and Solicitor"** and **"Solicitor"** shall have the meanings ascribed to those expressions in the Act;

(c) **"Approved Publication"** means a directory approved by the Bar Council under Ruling 5.09;

(d) **"Charge"** means an instrument of charge over land in a prescribed form under the National Land Code 1965;

(e) **"legal assistant"** means an Advocate and Solicitor who is employed by a law firm;

(f) **"pupil"**, **"pupillage"** and **"master"** shall have the respective meanings ascribed to those expressions in the Act;

(g) **"Rulings"** means the Rules and Rulings of the Bar Council reproduced herein and as revised or replaced by the Bar Council from time to time;

(h) **"Syariah Practitioner"** means a person who is licensed by the relevant authority to practise syariah law and to appear in syariah courts in any state or states in Malaysia;

(i) **"Transfer"** means an instrument of transfer of land in the prescribed form under the National Land Code 1965;

(j) **"Unauthorised Person"** has the meaning ascribed to that expression in Section 36 of the Act;

(k) all references to an **"Advocate and Solicitor"** or a **"Solicitor"** include a law firm and *vice versa*;

(l) all references to a **"firm**" or a "**law firm**" mean a firm of Advocates and Solicitors whether a partnership or a sole proprietorship;

(m) all references to a **"firm name"** mean the name of a law firm;

(n) all references to a **"partnership"** mean a law firm which is or was a partnership at the relevant time and all references to a **"partner"** mean a partner of such partnership at the relevant time;

(o) all references to a **"sole proprietorship"** mean a law firm which is or was a sole proprietorship at the relevant time and all references to a **"sole proprietor"** mean the sole proprietor of such sole proprietorship at the relevant time;

(p) all references to the **"Publicity Rules"** or the **"Etiquette Rules"** are to the Legal Profession (Publicity) Rules 2001 and the Legal Profession (Practice and Etiquette) Rules 1978 respectively as amended, re-enacted or replaced from time to time. All references to specific Publicity Rules or to specific Etiquette Rules are to the specific rules in the Publicity Rules and the Etiquette Rules respectively as amended, re-enacted or replaced from time to time;

(q) all references to the **"Solicitors' Remuneration Order"** are to the Solicitors' Remuneration Order 1991* as amended, re-enacted or replaced from time to time;

(r) any reference to any section of the Act includes any amendment to such section or replacement thereof in force at any particular time;

(s) the singular includes the plural and *vice versa* and a reference to one gender includes all genders;

(t) a reference to a specific Ruling is to the specific Ruling set out herein as amended or replaced by the Bar Council from time to time.

1.03 Ruling requires written notice

Where any Ruling requires a written notice or a notice in writing, such notice may be delivered by hand, or sent by ordinary mail or registered mail, or transmitted by facsimile.

1.04 Headings of chapters or Rulings

Headings of chapters or Rulings are for ease of reference only and shall not be used in the construction thereof.

** Repealed and superseded by the Solicitors' Remuneration Order 2005 – PU(A) 520/2005, and amended by PU(A) 339/2016 and PU(A) 67/2017.*

Chapter 2

Firm Name, Nameplate and Signboard

2.01 Firm name

(1) Subject to section 85(3) of the Act, an Advocate and Solicitor may not use as a firm name or part thereof, a variant spelling of his/her own name that does not appear in his/her identity card.

(2) When a partnership is dissolved ("dissolved firm"), no partner may continue to practise under the name of the dissolved firm unless such firm name is the name of one of the partners continuing to practise or unless all partners of the dissolved firm so consent, subject however to any provision to the contrary in the partnership agreement governing the partners in the dissolved firm. This Rule does not apply in the case of the death of a partner.

(3) On the demise or retirement of an Advocate and Solicitor who is a sole practitioner, the firm (including the firm name) may be sold or otherwise transferred from the estate of the deceased Solicitor (or the retiring Solicitor, as the case may be), but such retiring Advocate and Solicitor shall not, after the sale or transfer of his/her firm (including the firm name) practise under the former firm name or under any name which in the opinion of the Bar Council may cause confusion.

(4) Subject to section 85(1) of the Act, a firm name may include any part of the name of any Advocate and Solicitor who is a partner or the sole proprietor, as the case may be, of such firm.

2.02 [Revoked]

2.03 Descriptions which are not permitted in firm name

The following descriptions or qualifications are not permitted in a firm name:

(a) Academic qualifications;

(b) Awards;

(c) Titles.

2.04 Display of nameplate and signboard

(1) The nameplate of a law firm may be placed at the main entrance of an Advocate and Solicitor's residential premises only if his/her law firm is located at such residence.

(2) No nameplate of a law firm shall be placed on any road leading to or on any road in the vicinity of the law firm.

(3) Arrows or other signs indicating direction to a law firm are not permitted, except where there may be difficulty in locating such law firm (for example, in a multi-storey complex), provided however that the arrows/ pointers or other signs are discreet, unobtrusive and not incompatible with the dignity of the legal profession.

(4) The nameplate shall not be larger than 92 cm by 61 cm.

2.05 Lighted nameplate and signboards

Nameplates and signboards which are lighted in a manner which is not incompatible with the dignity of the legal profession are permitted.

2.06 Firm's logo on signboard

A law firm's logo may appear on the firm's signboard.

2.07 [Revoked]

CHAPTER 2A

Group Law Practice

2A.01 Nameplate of group law practice

(1) The nameplate shall contain the following information:

(a) The name of the group law practice;

(b) The words "Advocates & Solicitors";

(c) The names of all firms in the group law practice.

(2) The nameplate may also contain the following information:

(a) The logo of the group law practice, if any, as approved by the Bar Council;

(b) The address of the group law practice, telephone number, fax number and email address.

(3) The nameplate shall not be larger than 138 cm by 90 cm.

(4) Nameplates in colour and lighted in a manner that is not incompatible with the dignity of the legal profession are permitted.

CHAPTER 3

Letterhead and Stationery

3.01 Use of colours in letterhead

The use of colours in the letterhead or stationery of a law firm is permitted so long as the colours are used in a manner that is not incompatible with the dignity of the legal profession.

3.02 Names on letterhead and stationery

(1) ***Sole proprietor/partner***

The name of the sole proprietor or every partner in a law firm must be stated on the firm's letterhead.

(2) ***Legal assistants***

(a) The names of the legal assistants in a firm, if stated, must be distinguished from those of the sole proprietor or partners of the firm.

(b) The names of legal assistants in a firm may be listed in categories provided that it is not done in a manner incompatible with the dignity of the legal profession.

(c) No person should be described as a legal assistant unless he/she is an Advocate and Solicitor holding a valid practising certificate.

(3) ***Syariah Practitioners***

(a) A Syariah Practitioner shall not be a sole proprietor, a partner, a consultant or a legal assistant of a law firm unless he/she is also an Advocate and Solicitor and holds a valid practising certificate.

(b) The name of a Syariah Practitioner, who is either a sole proprietor, partner, consultant or legal assistant of a law firm, may appear on the letterhead and stationery of the law firm.

(4) ***Advocate and Solicitor who has left the firm***

The name of an Advocate and Solicitor who has left a firm shall not appear on any letterhead or stationery of the firm.

(5) ***Advocate and Solicitor "on leave" not allowed***

An Advocate and Solicitor who is temporarily not practising shall not be described as being "on leave".

(6) ***Person who is not Advocate and Solicitor***

The name of any person who is not an Advocate and Solicitor shall not appear on the letterhead and stationery of a law firm.

(7) ***Patent, trade mark and/or industrial design agent who is not an Advocate and Solicitor not allowed***

The name of a registered patent, trade mark and/or industrial design agent who is not an Advocate and Solicitor shall not appear on the letterhead and stationery of a law firm.

3.03 "Managing Partner" and "Senior Partner" allowed on firm's letterhead

The inclusion of the designations "Managing Partner" and "Senior Partner" on a law firm's letterhead and stationery is permitted.

3.04 Descriptions or statements not permitted on letterhead and stationery

The following descriptions or statements are not permitted on the letterhead or stationery of a law firm:

(a) "Articled clerk";

(b) "Counsel";

(c) "High Court lawyer" or any other similar vernacular laudatory description of an Advocate and Solicitor;

(d) "Senior Advocate & Solicitor".

3.05 Logo, elaborate or decorated script or style permitted

The use of any logo, insignia, seal of the firm and any elaborate or decorated script or style on a law firm's letterhead and stationery in a manner which is unobtrusive and not incompatible with the dignity of the legal profession is permitted.

3.06 Chinese seal

The use of a Chinese seal is permitted provided it is limited to the name of the law firm and is discreet, unobtrusive and not incompatible with the dignity of the legal profession.

3.07 Chinese character "大" (Da)

The Chinese character "大" (Da) which connotes "big" shall not be included on a law firm's letterhead, stationery or signboard.

3.08 Telephone number, and facsimile number and/or email address

The telephone number of a law firm, as well as its facsimile number and/or email address, must be stated in the firm's letterhead.

3.09 Designation of "Industrial Design Agent"

The use of the designation "Industrial Design Agent" on a firm's letterhead is permitted.

3.10 Display of email and website addresses of law firm

A law firm is permitted to incorporate the firm's email and website addresses in the firm's letterhead and stationery.

3.11 Rubber stamp

A rubber stamp maintained by an Advocate and Solicitor shall bear his/her name and the Bar Council membership number (as specified in his/her practising certificate) with the description "Advocate and Solicitor" and/or "Peguam Bela dan Peguam Cara".

Chapter 4

Name Card*

4.01 Descriptions not permitted on a law firm's name card

The following descriptions are not permitted on a law firm's name card:

(a) "Articled clerk";

(b) "Counsel", "Senior Counsel" or "Special Counsel";

(c) "High Court lawyer" or any other similar vernacular laudatory description of an Advocate and Solicitor;

(d) "Senior Advocate & Solicitor".

4.02 Persons permitted to carry name card

(1) Advocates and Solicitors are permitted to carry name cards.

(2) No employee, agent or pupil of a firm who is not an Advocate and Solicitor shall be permitted to use a name card printed with the name of the firm concerned or the words "Advocates and Solicitors" or "Lawyer".

Provided that management staff are allowed to carry name cards bearing the law firm's name, address and contact particulars wherein the designation or position of that staff is clearly stated so that the staff is not mistaken to be an Advocate and Solicitor.

4.03 Telephone number, and facsimile number and/or email address

The telephone number of a law firm, as well as its facsimile number and/or email address, must be stated in the name card of an Advocate and Solicitor of that firm.

4.04 Personal name card

Current office bearers and Members of the Bar Council and State Bar Committees may carry a separate name card stating the office held, the term for which it is held and their contact numbers without displaying their firm name.

** See also Rule 11 of the Publicity Rules.*

4.05 Non-practising Advocate and Solicitor

A non-practising Advocate and Solicitor shall not be permitted to use a business card printed with the words “Advocate and Solicitor” unless the word “non-practising” in parenthesis appears immediately after the description “Advocate and Solicitor”.

Chapter 5

Advertising

5.01 Overriding principles

(1) It is the duty of every Advocate and Solicitor to uphold the dignity and high standing of the legal profession and his/her own dignity as a member of it.

(2) Except to the extent expressly allowed by the Publicity Rules or by these Rulings, an Advocate and Solicitor shall not do or cause or allow to be done, whether directly or indirectly, anything for the purpose of touting or which is likely to lead to the reasonable inference that it is done for that purpose.

5.02 Notices*

(1) ***Notice in newspaper***

Subject to Rule 4(2) of the Publicity Rules, no notice or advertisement placed in a national or local newspaper for or on behalf of a client by an Advocate and Solicitor shall be in a form or be for such a period which is in the opinion of the Bar Council, likely to be construed as a form of advertisement either for such Advocate and Solicitor or for his/her firm and such notice or advertisement shall not in any event appear beyond a reasonable period necessary for the purpose of such notice or advertisement.

(2) ***Advertising for sale of property***

An Advocate and Solicitor may on behalf of his/her client, place an advertisement for the sale by auction of any property provided such advertisement is not done in a manner incompatible with the dignity of the legal profession.

(3) ***Congratulatory/condolence message by law firm***

The name of a law firm without the description "Advocates and Solicitors" may be published in a congratulatory or condolence message to a person or company. An Advocate and Solicitor may publish such congratulatory or condolence message in his/her personal capacity without the description "Advocate and Solicitor".

** See also Rule 14 of the Publicity Rules.*

5.03 Notice by sales agent, builder or developer

The name of an Advocate and Solicitor or his/her firm shall not appear together with the name of any sales agent, builder or developer in an advertisement relating to a housing project.

5.04 Press statements on outcome of litigation

An Advocate and Solicitor may, upon instructions from his/her client, draft the result of any litigation involving that client for publication in the press, but he/she is not to disclose his/her name or the name of his/her firm.

5.05 Solicitation of work

Application for appointment to panel of Solicitors allowed

Subject to the Act and rules made thereunder, including the Publicity Rules, an Advocate and Solicitor or firm may write to a potential client introducing the Advocate and Solicitor or law firm and/or requesting to be placed on the panel of that potential client provided that this is done in a manner not incompatible with the dignity of the legal profession.

5.06 Reception for opening new office

An Advocate and Solicitor opening a new office may have a reception for that purpose at his/her office, and may invite friends, relatives and clients, but nothing must be done or permitted to be done in connection with the opening of the new office which will be incompatible with the dignity of the legal profession.

5.07 Solicitors not to be present at developer's offices as Solicitors

Solicitors shall not be present by themselves as Solicitors or be represented by their pupil(s) or clerk(s) at the launch/promotional sites or booking/sales/registration offices ("Site(s)") of any property developers, including and not limited to housing developers under the Housing Development (Control and Licensing) Act 1966 where units are sold or offered for sale unless:

(a) the Solicitors:

(i) are acting for the developer in the sale of the units under and pursuant to written retainer(s) from the developer; and

(ii) shall have displayed at a conspicuous part of the Site(s) easily visible to the public attending at such Site(s), a notice measuring 45cm by 75cm making known to the public that the Solicitors are acting for the developer in the sale of the units; and

(iii) shall notify the purchaser(s) of their right to appoint their own Solicitors to act for them in their purchase of the unit(s) as the Solicitors are not permitted to act for the purchaser(s); and

(iv) shall not, under any circumstances act for the purchaser.

OR

(b) the Solicitors are requested to accompany their purchaser client(s) under and pursuant to prior written retainer(s) from their purchaser client(s).

5.08 Solicitors not to insist on purchasers appointing them

Solicitors shall not write to any purchaser to appoint them as the purchaser's Solicitors whether on the instructions from or at the request of any property developer.

5.09 Advertisement in publications*

Approved Publications

The current Approved List is available with the Bar Council Secretariat upon request.

5.10 Publication of photographs

The publication of the photograph of an Advocate and Solicitor in a brochure or other publicity material is permissible provided that the photograph is not incompatible with the dignity of the legal profession.

5.11 Persons not Advocates and Solicitors not to be listed

No employee, agent, pupil or paralegal personnel who is not an Advocate and Solicitor shall be listed in the advertisement of an Advocate and Solicitor or his/her law firm in any Approved Publication.

5.12 Advertising in phone-in service not permitted

No Advocate and Solicitor is permitted to advertise in a phone-in service.

** See also Rule 8 of the Publicity Rules.*

5.13 Solicitor's name not to appear on signboard of another person*

No Advocate and Solicitor shall permit his/her name or his/her firm's name to appear on the signboard of another person ("Person") unless the signboard of such Person complies with the Publicity Rules, and Rulings pertaining to nameplates and signboards of Advocates and Solicitors or law firms.

5.13A Exception to Ruling 5.13

No Advocate and Solicitor shall permit his/her name or his/her firm's name to be used by another person ("Person"), save where such Advocate and Solicitor or a partner or partners of his/her firm fully own(s) the business or has/have a controlling interest in the Person, and the Person carries on business, solely in connection with, or for the purpose of, the firm's practice, which in the opinion of the Bar Council is not incompatible with the dignity of the legal profession.

5.14 Company or corporation's letterhead

The name of an Advocate and Solicitor may be printed on the letterhead and stationery of a company or corporation, provided that he/she may not be described as an Advocate and Solicitor.

5.15 Legal Adviser to "will package company"

The name of an Advocate and Solicitor or his/her law firm shall not appear on the package of any "will package company" unless the wills in such package have been prepared by him/her or his/her law firm.

5.16 Advertisement or endorsement of any product, goods or services not permitted

An Advocate and Solicitor shall not advertise or endorse any product, goods or services in his/her capacity as an Advocate and Solicitor nor shall such Advocate and Solicitor appear in or be mentioned in any such advertisements or endorsements in his/her capacity as an Advocate and Solicitor or described as an Advocate and Solicitor.

5.17 Additional categories of Approved Information under the Publicity Rules

Pursuant to Rule 2(r) of the Publicity Rules, the Bar Council has approved the following categories of information pertaining to Advocates and Solicitors and law firms as "Approved Information" under the Publicity Rules:

** See also Rule 19(2) of the Publicity Rules.*

(a) Academic and professional qualifications including "First Class Honours" and "Merit", as well as any non-law qualifications;

(b) Work experience (where not part of any employment with a law firm) including any work undertaken on a voluntary or advisory nature, teaching or lecturing positions;

(c) Memberships of and/or affiliations to any societies or other organisations or associations;

(d) Memberships of committees, sub-committees, *ad hoc* working or study groups of the Bar Council and other activities undertaken on behalf of the Malaysian Bar;

(e) Books and articles written including conference papers presented, conferences participated in and speaking engagements;

(f) Information on transactions (generally corporate and financial transactions) and whether cross-border transactions or otherwise, which Advocates and Solicitors or law firms have been or are involved in, provided that their clients' names should not be disclosed without the prior consent of their clients;

(g) ISO certification;

(h) Membership in the Bar Council or State Bar Committee;

(i) Arbitrator on the panel of ... (name of the relevant recognised body); and

(j) Mediator on the panel of ... (name of the relevant recognised body).

5.18 Awards to law firm

A law firm is permitted to publicise awards given to the firm in the firm's profile, greeting cards as well as on its website as a tagline in all the firm's outgoing mail.

CHAPTER 6

Conflict of Interests

6.01 Litigation or disciplinary proceedings involving Bar Council, State Bar Committee or Disciplinary Board

(1) A Member of the Bar Council, a member of every State Bar Committee or of the Disciplinary Board is precluded from appearing in any contentious legal proceedings (including disciplinary proceedings under the Act) against the Bar Council, the State Bar Committee or the Disciplinary Board, when the Bar Council, the State Bar Committee, or the Disciplinary Board (as the case may be) is a party to or in any way interested in such proceedings unless otherwise resolved by the Bar Council, the State Bar Committee or the Disciplinary Board in special circumstances.

(2) A Bar Council member who has been approached by a member of the Malaysian Bar involved in a subject matter under discussion in the Bar Council, must disclose the fact that he/she has been so approached, before participating in the deliberations of the Bar Council.

6.02 Second opinion

Rule 42 of the Etiquette Rules does not apply where an Advocate and Solicitor has been requested by a person to provide another opinion on a matter in respect of which such Advocate and Solicitor is aware that the person is represented by another Advocate and Solicitor.

6.03 Advocate and Solicitor acting pursuant to a power of attorney

No Advocate and Solicitor shall, pursuant to a power of attorney, issue any proceedings in the name of the donor under the power of attorney, and thereafter appear as Solicitor in the ensuing litigation.

6.04 Advocate and Solicitor acting for another Advocate and Solicitor in same firm

A law firm may act for one of its partners, consultants or legal assistants in respect of a personal claim by or against that partner, consultant or legal assistant.

6.05 Litigation against an existing client

(1) A law firm may institute legal proceedings against an existing client notwithstanding that it may be representing that client in other pending matters.

(2) An Advocate and Solicitor who acts for a client in various existing civil suits may also act for another party against that client in an unrelated suit, unless that client can show that specific information may be used by that Advocate and Solicitor giving rise to a conflict of interest or that the Advocate and Solicitor holds a current retainer from that client.

6.06 Litigation against a company for which Advocate and Solicitor is a panel lawyer

Subject to Rule 25 of the Etiquette Rules, an Advocate and Solicitor who is on a panel of lawyers for any company, body or organisation, may act in a matter against that company, body or organisation, but as soon as it becomes apparent that he/she will be so acting and before he/she so acts, he/she must inform his/her client in writing that he/she is on the panel of lawyers for that company, body or organisation.

6.07 Advocate and Solicitor involved in transaction before dispute arose

(1) An Advocate and Solicitor acting for both parties in the preparation of any agreement cannot act for either of the parties later on in any dispute arising out of or involving the construction of that agreement.

(2) An Advocate and Solicitor who witnesses the signature of a party to an agreement may not appear as an Advocate and Solicitor in a dispute regarding the signature.

6.08 Advocate and Solicitor who is director or substantial shareholder not to act for the other party

An Advocate and Solicitor who is a director or substantial shareholder (as defined in the Companies Act 1965) of a company shall not act for the other party to any transaction in which the company is a party.

6.09 Solicitor not to act for purchaser if he/she himself/herself or his/her sibling, partner, spouse, child or parent is a director or substantial shareholder of the property developer

A Solicitor shall not act for a purchaser if the Solicitor or his/her sibling, partner, spouse, child or parent is a director or substantial shareholder (as defined in the Companies Act 1965) of the property developer in that transaction.

Chapter 7

Office of Advocate and Solicitor

7.01 Requirements for maintaining an office

The following requirements must be complied with in respect of every office maintained by an Advocate and Solicitor or a firm of Advocates and Solicitors:

(1) ***Partners***

Every partner of a firm shall be a partner of all the offices of that firm.

(2) ***Accountant's report***

An accountant's report for every office maintained by a law firm shall be submitted with the application for a practising certificate by each Advocate and Solicitor in such law firm.

(3) ***Person in charge of Advocate and Solicitor's office***

Except for sufficient cause no office of an Advocate and Solicitor or law firm shall be manned solely or left under the supervision of a person not holding a valid practising certificate.

(4) ***Unauthorised Person not to perform duties of Advocate and Solicitor***

No Advocate and Solicitor shall permit an Unauthorised Person to carry out the duties and functions of an Advocate and Solicitor in his/her firm.

(5) ***Opening a new branch office***

No Advocate and Solicitor shall open a branch office without first having provided the Bar Council with full particulars in writing in compliance with Rule 59 of the Etiquette Rules and without obtaining the prior written approval of the Bar Council.

(6) ***Operating hours***

Every office of an Advocate and Solicitor shall normally be open during usual office hours at least 5 days a week save for public holidays.

7.02 Not to carry on practice in client's office

An Advocate and Solicitor shall not maintain an office or carry on the practice of an Advocate and Solicitor in any manner whatsoever in his/her client's office, including but not limited to a housing developer's office.

7.03 Sharing office or premises

Where an Advocate and Solicitor shares an office or premises with another person ("Person"), whether an Advocate and Solicitor or not, the office or premises must be partitioned off with separate and distinct entrances, with no connecting door between the 2 offices or premises.

This Ruling shall not apply to:

(a) Advocates and Solicitors of the same law firm; or

(b) an Advocate and Solicitor, or a partner or partners of his/her firm who has/have an interest in the Person, and the Person carries on such business as is permitted under Ruling 5.13A; or

(c) a law firm that is part of an international partnership that has been granted a licence under section 40F of the Act; or

(d) a law firm that is part of a Group Law Practice established under the Legal Profession (Group Law Practice) Rules 2018; or

(e) a law firm that is operating a virtual office;

provided always that the law firm, the international partnership and the Group Law Practice preserve and observe at all times the duty of confidentiality in respect of privileged information owed to their respective clients.

7.04 Advocate and Solicitor may practise from his/her residence

An Advocate and Solicitor may operate his/her practice from his/her residence.

7.05 Improper to render facsimile facilities unavailable during office hours

An Advocate and Solicitor shall not disable his/her facsimile facilities or render them unavailable during office hours, if his/her facsimile number appears on his/her letterhead or he/she has indicated in his/her letterhead the availability of such facsimile facilities.

7.06 Setting up of a new firm

(1) Any individual or individuals who wish(es) to set up a law firm either as a sole proprietor or partnership shall inform the Bar Council in writing of his/her (their) intention to do so. This notice in writing must be executed by the intending sole proprietor or all the intending partners.

(2) The said notice shall contain the following particulars:

(a) Proposed name of the law firm in accordance with section 85 of the Act;

(b) Proposed address of the new firm;

(c) Proposed date of commencement of operation of the new firm; and

(d) Proposed telephone number of the new firm, as well as its facsimile number and/or e-mail address.

(3) The approval of the Bar Council is required for the proposed name of the new firm.

(a) In the event that the proposed name is already a registered name of another law firm or is not in accordance with section 85 of the Act, the Bar Council will issue a letter of objection to the proposed name. The intending sole proprietor or partners shall be required to submit a fresh name for approval.

(b) In the event that the proposed name is not a registered name of another law firm and is in accordance with section 85 of the Act, the Bar Council will issue a letter of no objection to the proposed name subject to compliance with the following requirements:

(i) The intending sole proprietor or partners is/are in possession of current and valid Sijil Annual and practising certificates (if applicable); and

(ii) The intending sole proprietor or partners has/have obtained the required Mandatory Professional Indemnity Insurance cover for the new firm.

(c) Upon the issuance of the letter of no objection by the Bar Council, the new firm and its particulars shall be recorded in the Bar Council Membership Department system accordingly.

7.07 Admission of new partner(s)

(1) A law firm intending to admit new partner or partners shall notify the Bar Council in writing of its intention to do so. This notice shall be executed by all existing partners of the firm or the managing partner of the firm, as well as the incoming partner(s).

(2) The said notice shall contain the following particulars:

(a) The name(s) of the new partner(s) including his/her Bar Council membership number;

(b) The effective date of admission of the partner(s);

(c) The branch of the firm where the new partner(s) will be attached to (if any).

(3) The Council will check the status of new partner(s) with its records and/or with the relevant authorities in respect of the following matters:

(a) Whether the new partner(s) has/have been adjudicated bankrupt or a receiving order has/have been made against him/her;

(b) Whether the Disciplinary Board has made any order to strike off, or suspend, or made any other orders against the new partner(s) rendering the new partner(s) ineligible to obtain a valid Sijil Annual and practising certificate.

(4) In the event the result of the check in paragraph (3) above is in the affirmative, the Bar Council shall notify the firm of the said results and prohibit the firm concerned from admitting such person(s) as a new partner(s) of the firm.

(5) Upon approval of the admission of the new partner(s), the particulars of such admission shall be recorded in the Bar Council Membership Department system accordingly.

CHAPTER 7A

Virtual Offices

7A.01 Interpretation

(1) A law firm may maintain a Virtual Office instead of a physical office, subject to compliance with (i) the Act and all rules and regulations made thereunder, and (ii) the Rulings.

(1A) Such a Virtual Office shall be the sole office of the law firm, and no other office (whether virtual or physical, and whether branch office or otherwise) shall be allowed.

(2) "Virtual Office" means a law firm with a physical business address of a Service Provider, consisting of common office facilities and shared services operated by the Service Provider, at which the firm may meet with clients, receive service of process, and perform other tasks related to the administration of the firm and services offered by the firm.

(3) "Service Provider" means an entity offering common office facilities and shared services to any entities which consist of the following:

(a) Receptionist who receives phone calls or documents on behalf of the law firm;

(b) Interchangeable meeting rooms used by various parties (whether lawyers or not);

(c) Internet access;

(d) Photocopying, printing and scanning;

(e) Facsimile; or

(f) Mailbox for dropping off documents.

7A.02 Requirements for maintaining a Virtual Office

The following requirements must be complied with in respect of a Virtual Office:

(a) The law firm must only be located at one designated physical business address in Peninsular Malaysia or Labuan notwithstanding that the Service Provider may operate from several different physical locations, and that physical business address shall be the address of the law firm;

(b) The law firm must continue to comply with all the provisions of Chapter 7 of the Bar Council's Rules and Rulings;

(c) Notification in writing to the Bar Council of the law firm's physical business address, the telephone number, facsimile number and/or email address, and details of the Service Provider;

(d) If there are any changes to the law firm's physical business address, the telephone number, facsimile number and/or email address, or details of the Service Provider, the law firm shall notify the Bar Council of such changes in writing within 14 days; and

(e) Where the physical business address is mentioned in the law firm's website, emails, letterhead, name card or any other documents, notice must be given to the public that the physical address and its facilities and services are shared by other entities.

7A.03 Client confidentiality

(1) Where a law firm operates a Virtual Office, it shall be the duty of all Advocates and Solicitors who are members of the law firm to take all reasonable steps to ensure that the client is clearly informed about the nature and the terms of the services being provided to the client by the law firm, in particular the fact that the law firm operates from a Virtual Office.

(2) The law firm must take all due and necessary precautions to prevent the inadvertent or unauthorised disclosure of, or unauthorised access to, information relating to the representation of a client to another entity by the law firm and the Service Provider. To this end, the law firm must ensure:

(a) there is a non-disclosure agreement or confidentiality agreement entered into between the law firm and the Service Provider in respect of all information and/or documents received or despatched by the Service Provider on behalf of the law firm;

(b) the hardware devices, software systems and security measures of the law firm are sufficiently secure to ensure that client confidentiality is protected at all times;

(c) any photocopying, printing, scanning or any other tasks undertaken through the common office facilities and services provided by the Service Provider must be kept secure and separate from other entities sharing the common facilities and services provided by the Service Provider;

(d) any facsimile, document or information received or despatched by the Service Provider on behalf of the law firm must be kept secure and separate from other entities sharing the common facilities and services provided by the Service Provider;

(e) when utilising a space, room and/or interchangeable meeting room provided by the Service Provider, such space, room and/or interchangeable meeting room is sufficiently discreet and/or secure to ensure that client confidentiality is maintained and protected;

(f) the contents of any mailbox for dropping off of documents provided by the Service Provider is only accessible by the law firm; and

(g) periodic assessment and review of these procedures shall be undertaken to confirm that the arrangements entered into by the law firm continue to comply with the Bar Council's Rules and Rulings and have not been rendered inadequate by changes in circumstances or technology.

7A.04 Publicity in common area prohibited

No business card, journal, magazine, newsletter, brochure, leaflet or pamphlet relating to the practice of an Advocate and Solicitor or his/her firm shall be put on display in the common area of the physical address of the law firm.

7A.05 Service Provider not to manage law firm

Nothing in these Rulings shall be construed as permitting any law firm to be managed by a third party unless such third party is an employee of the law firm.

7A.06 Group Law Practice Prohibited from Maintaining Virtual Office

All references to a law firm in these Rulings shall not apply to or include a Group Law Practice set up under the Legal Profession (Group Law Practice) Rules 2018 or a law firm which is a member of a Group Law Practice.

Chapter 8

Accounts

8.01 Unauthorised Person not to operate Solicitor's account

No Unauthorised Person is to operate any bank account maintained in the name of an Advocate and Solicitor or his/her firm in connection with his/her practice as an Advocate and Solicitor.

8.02 Not to operate client account in foreign currency

No law firm is permitted to operate a general client account in any foreign currency in a local bank, unless specific written instructions for the same are given by a client, subject however to the provisions of any applicable exchange control legislation or Exchange Controls Notices of Malaysia.

8.03 Client account in offshore bank not permitted

The opening of any client account in any offshore bank is not permitted.

8.04 Dishonoured cheque issued from client account

An Advocate and Solicitor, who comes across a dishonoured client account cheque issued by another Advocate and Solicitor, is required to report the same to the Bar Council, and the Bar Council may require the Advocate and Solicitor who issued the dishonoured cheque to give the Bar Council a mandate authorising it to obtain from the bank concerned, all relevant information in respect of the said cheque and the account on which it was drawn.

8.05 Issuance of post-dated cheques

An Advocate and Solicitor is not permitted to issue any post-dated cheque from a client account under any circumstances, notwithstanding the client's instructions to do so and that there are sufficient funds in the account.

8.06 Placement of clients' monies in repurchase agreement transactions (Repo)

(1) An Advocate and Solicitor is prohibited from placing clients' monies in Repo accounts unless specific written instructions are obtained from clients to do so, and the advocate and solicitor has discharged his/her professional duty by explaining to clients the possibility that capital sums placed in such transactions may be reduced as a result of the break funding costs arising from premature withdrawals of clients' monies from Repo accounts.

(2) As defined in Bank Negara Malaysia's policy document on repurchase agreement transactions dated 12 November 2019, Repo means "a transaction involving a sale of Repo Securities and a simultaneous agreement to repurchase the equivalent securities on a future date at the original price plus a Repo Rate. Repo shall include both Repo and Reverse Repo, Cross Currency Repo and, unless otherwise mentioned, covers both Classic Repo and Sell/Buy-Back transactions regardless whether the security is delivered-out or held-in-custody".

(3) For purposes of this Ruling, the Solicitors' Accounts (Deposit Interest) Rules 1990 shall apply.

CHAPTER 9

Solicitor's Costs and Disbursements in Contentious Matters

9.01 Bill of costs and taxation

(1) ***Clients to initiate taxation proceedings***

In the absence of any agreement in writing for fees in respect of a contentious matter entered into between the Solicitor and his/her client pursuant to section 116 of the Act, it is for the client to initiate taxation proceedings under section 126 of the Act.

(2) ***Gross sum bill and detailed bill***

A bill of costs to be delivered to any client under section 124 of the Act includes a gross sum bill as well as a detailed bill drawn up pursuant to Order 59 of the Rules of Court 2012 whereas a bill of costs under section 126 of the Act contemplates a detailed sum of costs ready for taxation.

(3) ***Letter of demand and costs***

An Advocate and Solicitor shall not, in his/her letter of demand issued on behalf of his/her client, demand:

(i) his/her costs or fees for issuing such letter, unless there is an agreement in writing to that effect between his/her client and the addressee; or

(ii) any payment other than that recoverable by the process of law.

(4) ***Photocopying charges***

(i) Photocopying charge (inclusive of service fee) should not exceed 50 sen per page (unless special circumstances warrant a higher charge).

(ii) Where copies of correspondence, cause papers, agreements and other documents are sent to the client regularly and he/she requests additional copies, the Advocate and Solicitor is entitled to charge the client for the cost of the additional photocopying.

(5) ***Miscellaneous charges***

Miscellaneous charges in any bill of costs for contentious matters shall be reasonable and shall not exceed RM100.00. Any other disbursements should be itemised. Miscellaneous charges shall include local telephone calls, faxes, photocopying and other items which are not specifically recorded by the Solicitor.

9.02 Solicitor's lien and right of set-off

(1) A law firm may, after a bill of costs has been rendered, set-off or deduct from monies payable to a client, such sum as may be due and payable by the client to the firm under the bill.

(2) No Advocate and Solicitor shall retain a client's documents or files in exercise of his/her lien for fees in the same transaction if the client's subsequent Advocate and Solicitor undertakes to settle the former Solicitor's fees or taxed costs.

(3) All Rulings governing a Solicitor's lien for costs and fees apply in Syariah matters undertaken by an Advocate and Solicitor.

Chapter 10

Pupillage

10.01 Pupillage

(1) A person must be a qualified person before he/she commences his/her pupillage.

(2) The spouse, child, sibling or parent of an Advocate and Solicitor may serve his/her pupillage with such Advocate and Solicitor.

(3) Before the expiry of his/her pupillage period, a pupil is required to replace the number of days' leave taken during pupillage.

(4) A pupil may have a name card, but the firm name must not appear on the card.

10.02 Master and pupil

(1) Save with the prior written approval of the Bar Council, a master may not have more than 2 pupils at any one time.

(2) A master shall sign the "Particulars of Master" form with the requisite undertakings as in Appendix II, and must ensure that he/she has a valid practising certificate throughout the period his/her pupil is chambering with him/her and must notify both the pupil and the Bar Council should he/she cease to be in possession of a valid practising certificate.

(3) A master shall not refuse to issue a Certificate of Diligence except for reasons acceptable to the Bar Council.

10.03 Pupil to be under master's supervision

The office or chambers in which a pupil undergoes his/her period of pupillage must be the main premises at which his/her master practises. A pupil must be under the supervision of his/her master.

10.04 Duties and obligations of a master as regards his/her pupil's call to the Bar

(1) It is the master's duty to arrange for an Advocate and Solicitor of more than 7 years' standing to move his/her pupil's call to the Bar.

(2) The master shall make every effort to be present in court for his/her pupil's call.

(3) Only an Advocate and Solicitor with a valid practising certificate and who has at least 7 years' standing shall robe a pupil upon admission to the Bar by the Presiding Judge.

(4) Any Advocate and Solicitor who robes a pupil upon admission to the Bar shall be in Open Court attire.

(5) The master shall ensure that his/her pupil strictly follows the Open Court attire.

10.05 Right of audience

(1) On completion of pupillage, a pupil ceases to be a pupil. Accordingly, whilst he/she can continue to work with his/her master, he/she cannot appear in court on behalf of his/her master and cannot hold himself/herself out as a pupil.

(2) A pupil who has been granted a privilege of restricted audience under section 36 of the Act must identify himself/herself as a pupil while exercising such privilege, and any court order obtained by such pupil shall describe him/her as a pupil.

(3) A pupil who has been granted a privilege of restricted audience under section 36 of the Act in one State is not required to apply for the same in another State.

(4) A pupil can hold a watching brief in any court in which he/she has a right of audience.

10.06 Compulsory attendance of pupil at legal aid programme(s)

Every pupil is required to undertake legal aid programme(s) for at least 14 days during his/her period of pupillage.

10.07 Referees

Referees for any pupil/petitioner shall be professionally qualified or of similar good standing.

10.08 Performing functions as Commissioner for Oaths

A pupil may not perform the functions of a Commissioner for Oaths in light of Rule 13(2)(g) of the Commissioners for Oaths Rules 1993.

10.09 Contract of or for service

Save for a letter of appointment or agreement to reflect the provisions of paragraph 6 of the "Guidelines and Recommendations of Responsibilities between Masters and Pupils" issued by the Bar Council on 23 February 2022, a master shall not enter into any contract of or for service with his/her pupil.

Chapter 11

Court Practice

11.01 Calling Solicitor for another party as a witness

When an Advocate and Solicitor for one party in a proceeding intends to call the Advocate and Solicitor for another party in the same proceeding as a witness in that proceeding, that Advocate and Solicitor shall as soon as possible give written notice of such intention to the other Advocate and Solicitor. The Advocate and Solicitor shall state in his/her written notice the reason(s) or purpose for calling the other Advocate and Solicitor as a witness.

11.02 Advocate and Solicitor acting for a party who had previously filed a notice to act in person

Where an Advocate and Solicitor ("first named Solicitor") had previously acted for a party immediately before that party filed in court a notice to act in person, no other Advocate and Solicitor shall knowingly agree to appear or act for such party in such matter or proceeding unless he/she obtains the consent of the first named Solicitor or he/she is satisfied that the proper professional remuneration of that first named Solicitor has been paid.

11.03 7 days' notice for default judgment

(1) The requirement that 7 days' notice must be given before entering any judgment in default as provided in Rule 56 of the Etiquette Rules applies equally to any Subordinate Court action; notwithstanding that at the request of the defendant's Solicitor, the Court may have granted an extension of time.

(2) However, a further 7 days' notice or a reminder is not necessary if an extension of time had already been granted at the request of the Advocate and Solicitor in receipt of the original 7 days' notice.

11.04 Notice of preliminary objection

(1) An Advocate and Solicitor shall give written notice to the Advocates and Solicitors representing all the other parties in the litigation, of his/her intention to raise a preliminary objection at any hearing before any court, tribunal or other body.

(2) Such written notice shall be given to the other Advocates and Solicitors within a reasonable time before the hearing and in any event not later than 4 clear working days before the hearing, to enable the other Advocates and Solicitors to properly prepare themselves and to secure instructions from their clients with regard to the proposed preliminary objection.

(3) Such written notice shall set out the following details:

(a) The nature of the proposed preliminary objection;

(b) A list of authorities that the Advocate and Solicitor raising the preliminary objection intends to rely on; and

(c) The proposed relief that the Advocate and Solicitor raising the preliminary objection will seek before the court, tribunal or other body.

(4) Only in exceptional circumstances may an Advocate and Solicitor raise a preliminary objection during the hearing of any matter without giving the written notice required in this Ruling. In such event the Advocates and Solicitors representing the other parties are entitled to request for an adjournment of the preliminary objection and the Advocate and Solicitor raising the preliminary objection is precluded from objecting to such a request.

(5) Nothing in this Ruling shall affect the general discretion of the relevant court, tribunal or other body to deal with preliminary objections, including making orders for costs.

11.05 Exchange of legal authorities

(1) A Solicitor ("First Solicitor") shall exchange by written notice with Solicitors representing all the other parties in the litigation, a list containing all the authorities with citations ("List") that the First Solicitor proposes to rely upon during the trial or hearing of any matter or cause before any court, tribunal or other body.

(2) The List should reach the other Solicitors within a reasonable time before the trial or hearing and in any event not later than 48 hours prior to the trial or hearing, to enable the other Solicitors to consider the authorities specified in the list and to submit upon them during the trial or hearing.

(3) Where a Solicitor intends to reproduce copies of authorities specified in his/her List into a bundle of authorities ("Bundle"), he/she should endeavour to serve the Bundle on the other Solicitors as soon as it is practicable or convenient, but no later than the time when the former attends the court, tribunal or body on the day of the trial or hearing, but prior to the actual calling of the matter or cause for disposal.

(4) It is good practice for Solicitors to agree, whenever possible, to an agreed or joint bundle of authorities.

(5) Nothing in this Ruling affects the right of any Solicitor in any proceedings, to supply from time to time, supplementary lists of authorities not previously specified in any of his/her Lists, to all other Solicitors involved in such proceedings, to present to the court, tribunal or body, as the case may be.

(6) A Solicitor wishing to rely on such additional authorities shall endeavour to give as much notice of the additional authorities as is practicable and convenient in the circumstances to all the other Solicitors involved in the proceedings.

(7) Nothing in this Ruling affects the general discretion of the court, tribunal or other body to deal with matters relating to the exchange of authorities, including making orders on adjournment or costs.

11.06 Change of Solicitors

(1) An Advocate and Solicitor on record is deemed, as between himself/herself and the opposing party, to represent his/her client unless he/she has been discharged in accordance with the relevant rules of the court concerned.

(2) As long as an Advocate and Solicitor remains on record, service on him/her is valid service. An Advocate and Solicitor may only be discharged from liability to accept service if he/she has been discharged in accordance with the relevant rules of the court concerned.

(3) The new Solicitors should obtain the consent of the Solicitors on record before filing a Notice of Change of Solicitors. However such consent shall not be unreasonably withheld. This Ruling shall not apply where the Solicitor on record cannot be traced or has refused or neglected to respond within reasonable time.

(4) Any Notice of Change of Solicitors must be promptly filed.

11.07 Entitlement to copy of pleadings

Any person, who is not already named as a party in an action but who has a legal interest in or a right to intervene in that action, is entitled to a copy of the pleadings from the Solicitors for all the parties to an action upon payment of reasonable photocopying charges which shall not exceed 50 sen per page (unless special circumstances warrant a higher charge).

11.08 Use of titles in court, judgments or orders

An Advocate and Solicitor need not in court, address or refer to another Advocate and Solicitor by title conferred upon the latter. Correspondingly, an Advocate and Solicitor who has been conferred a title should not request, require, expect or insist that he/she be addressed or referred to, in court, by his/her title. Accordingly, all references to titles and awards conferred on an Advocate and Solicitor whose name appears in a judgment or order shall be excluded from such judgment or order.

11.09 Service of written submission

(1) Except where a Solicitor is acting *ex parte*, and the Solicitor files/tenders any written submission in court, he/she shall serve a copy of the same on the other Solicitor at the same time notwithstanding the absence of any such direction by the court, whether or not any direction has been given by the court as to service of the same.

(2) Nothing in this Ruling affects the general discretion of the court, tribunal or other body to deal with matters relating to exchange of submission including making orders on adjournment or costs.

Chapter 12

Engaging in Other Businesses and Professions

12.01 Engagement in other business or trade

(1) An Advocate and Solicitor who is a sole proprietor or a partner of a law firm may engage on a part-time basis in a business or trade that is in the opinion of the Bar Council not incompatible with the dignity of the legal profession.

(2) An Advocate and Solicitor who is a legal assistant may engage on a part-time basis in a business or trade that is in the opinion of the Bar Council not incompatible with the dignity of the legal profession, provided that it does not infringe his/her full-time employment by an Advocate and Solicitor or a firm of Advocates and Solicitors in accordance with section 30(1)(b) of the Act.

12.02 Advocate and Solicitor acting as company secretary

(1) An Advocate and Solicitor shall notify the Bar Council within 1 month of his/her first becoming a company secretary, or if he/she is already a company secretary, within 1 month of the coming into effect of this Ruling.

(2) He/she shall perform his/her role as a company secretary within his/her full-time practice in a law firm.

(3) The fees for his/her secretarial work shall be paid to his/her law firm. The fees prescribed by the Malaysian Institute of Chartered Secretaries are to be used as a guide.

(4) He/she shall comply with the Etiquette Rules and all other applicable laws and Rulings whilst acting as a company secretary.

(5) In his/her conduct as a company secretary, he/she shall be subject to all disciplinary rules governing an Advocate and Solicitor.

(6) Where an Advocate and Solicitor is qualified to act as a company secretary by virtue of his/her holding a valid practising certificate, he/she shall cease to act as a company secretary when he/she ceases to practise as an Advocate and Solicitor, or when he/she does not hold a valid practising certificate; and he/she shall, upon ceasing to be a company secretary, notify the Bar Council within 1 month of such cessation.

(7) Any law firm providing secretarial service may describe itself as providing company secretarial services on its letterhead.

(8) No Advocate and Solicitor is permitted to merely supervise a company secretarial firm, unless his/her law firm handles the secretarial work and secretarial fees are paid directly to the law firm.

12.03 Advocate and Solicitor acting as registered patent, trade mark, industrial design and/or geographical indication agent

(1) An Advocate and Solicitor shall notify the Bar Council within 1 month of his/her first becoming a registered patent, trade mark, industrial design and/or geographical indication agent, or if he/she is already a registered patent, trade mark, industrial design and/or geographical indication agent, within 1 month of the coming into effect of this Ruling.

(2) He/she shall perform his/her role as a registered patent, trade mark, industrial design and/or geographical indication agent within his/her full-time practice in a law firm.

(3) He/she shall comply with the Etiquette Rules and all other applicable laws and Rulings while acting as a registered patent, trade mark, industrial design and/or geographical indication agent.

(4) In his/her conduct as a registered patent, trade mark, industrial design and/or geographical indication agent, he/she shall be subject to all disciplinary rules governing an Advocate and Solicitor.

(5) Any law firm providing services of a registered patent, trade mark, industrial design and/or geographical indication agent may describe itself as providing such services on its letterhead.

(6) No Advocate and Solicitor is permitted to merely supervise a registered patent, trade mark, industrial design and/or geographical indication agent unless his/her law firm handles the work and fees for such work are paid directly to the law firm.

CHAPTER 13

Cessation of/Change in Practice and Disciplinary Proceedings

13.01 Notice to Bar Council

(1) An Advocate and Solicitor shall within 14 days of any change:

(a) in the address of his/her place of practice; or

(b) of his/her place of practice (eg if he/she moves to another firm);

notify the Bar Council in writing in the form and manner as the Bar Council may prescribe from time to time and shall comply with the Rules on Cessation of, or Change in, Practice.

(2) Any Advocate and Solicitor who:

(i) ceases practice as a sole proprietor but continues to practise:

(a) as a partner in a firm (other than by reason of the admission of a partner);

(b) as an employee; or

(c) as a consultant; or

(ii) ceases practice as a partner in a firm of Advocates and Solicitors but continues to practise:

(a) as a partner in a different firm of Advocates and Solicitors;

(b) as a sole proprietor; or

(c) as an employee or a consultant; or

(iii) ceases practice as an Advocate and Solicitor altogether whether temporarily or permanently;

shall within 14 days thereof notify the Bar Council in writing in such form and manner as the Bar Council may require from time to time.

(3) Without prejudice to the foregoing the Bar Council may in its discretion impose such terms or conditions on, or give such further or other directions to the Advocate and Solicitor concerned as it may consider appropriate and may require the Advocate and Solicitor concerned to attend before the Bar Council or its nominated committee to provide such clarification or to answer such queries as may be required of, or put to, him/her.

(4) The Notice of Cessation of Practice as an Advocate and Solicitor attached to these Rulings as Appendix I, the Form for Change of Address of Practice/Place of Practice attached to these Rulings as Appendix IA, and the Statutory Declaration attached to these Rulings as Appendix IB, shall be applicable as from 1 July 2004 (unless and until modified or revoked by the Bar Council hereafter).

13.02 Notice of cessation of practice to clients

An Advocate and Solicitor intending to cease practice shall give each of his/her current clients not less than 30 days' notice of such intention (unless the Bar Council has approved in writing a shorter notice period) for the purpose of resolving all outstanding matters before the proposed cessation date.

13.03 Cessation of practice not to prejudice clients' interests

(1) An Advocate and Solicitor shall ensure that his/her clients' interests are not prejudiced by the cessation of his/her practice. He/she must seek proper (preferably written) instructions directly from his/her clients in respect of all outstanding matters.

(2) He/she must ascertain from each client whether he/she is to hand over the conduct of outstanding matters to the client himself/herself, to the new Solicitor of the client's choice, or to the new Solicitor appointed by him/her to complete his/her outstanding matters.

13.04 Release of clients' documents

Subject to any lien for fees and subject further to any contrary duty or obligation under any agreement or otherwise, an Advocate and Solicitor shall, upon cessation of his/her practice, return or release all clients' documents (be they title deeds or wills or otherwise) in his/her custody or control to:

(a) the client; or

(b) any person as instructed by the client; or

(c) the new Solicitor appointed by the Advocate and Solicitor to take over his/her outstanding matters;

or deal with such documents in such manner as may be directed by the Bar Council.

13.05 Release of clients' monies

Subject to the Solicitor's right of set-off for fees and subject further to any contrary duty or obligation under any agreement or otherwise, an Advocate and Solicitor shall, upon cessation of his/her practice, return or release all clients' monies in his/her custody or control to:

(a) the client; or

(b) any person as instructed by the client; or

(c) the new Solicitor appointed by the Advocate and Solicitor to take over his/her outstanding matters;

or deal with such monies in such manner as may be directed by the Bar Council.

13.06 Untraceable clients

An Advocate and Solicitor shall, upon cessation of his/her practice, notify the Bar Council of the names and last known addresses and contact numbers of those of his/her clients whom he/she cannot trace by advertisement or otherwise.

13.07 Cessation of practice and client accounts

Without prejudice and in addition to the obligations imposed by the Act and the rules made thereunder as well as by other applicable Rulings, every Advocate and Solicitor (other than a legal assistant or consultant) shall, upon cessation of his/her practice:

(1) ***Audit of client accounts***

Appoint an auditor to audit all client accounts as soon as is practicable. In this connection, every Advocate and Solicitor, who was a partner of a law firm, shall co-operate in the auditing of the partnership's client accounts by producing as and when reasonably required all books of accounts, files, documents and other records in his/her custody or control.

(2) ***Closure of client accounts***

Close all client accounts within 3 months of his/her cessation of practice (or such other extended period as may be approved in writing by the Bar Council).

(3) ***Final accountant's report***

File his/her final accountant's report with the Bar Council, within 6 months after his/her cessation of practice (or such other extended period as may be approved in writing by the Bar Council).

13.08 Not to use firm's stationery, rubber stamps, etc

Every Advocate and Solicitor shall, upon cessation of his/her practice, cease to use the stationery, rubber stamps, standardised forms, and all else bearing the firm name. Even after cessation of his/her practice however, every Advocate and Solicitor shall preserve such books of accounts as required under the law and shall also preserve closed files in compliance with Ruling 18.01 hereinafter contained.

13.09 Applicability to mergers and amalgamations

Ruling 13.01 shall also apply to a firm involved in any merger or amalgamation.

13.10 Effect of suspension of Advocate and Solicitor

(1) During the period of suspension of an Advocate and Solicitor who is a sole proprietor, another Advocate and Solicitor cannot practise under the firm name of such suspended Advocate and Solicitor.

(2) An Advocate and Solicitor suspended either under section 88A or Part VII of the Act shall not:

(a) act or be employed with or without remuneration as an Advocate and Solicitor by any law firm;

(b) be employed in any position/capacity whatsoever in a law firm;

(c) attend at the office of his/her former law firm or any law firm without the permission in writing of the Bar Council; or

(d) be entitled to share profits or fees earned or accrued by any law firm during the period of suspension.

Chapter 14

Professional Practice

14.01 Courtesy

(1) An Advocate and Solicitor calling another Advocate and Solicitor on the telephone should be on the line first and ready to speak once the call is put through.

(2) An Advocate and Solicitor must promptly reply to correspondence from other Advocates and Solicitors, the Bar Council, State Bar Committees, clients and former clients.

(3) An Advocate and Solicitor or his/her firm must accept all correspondence from another Advocate and Solicitor or another firm.

14.02 Signing of letters

(1) Subject to paragraphs (2), (2a) and (3) of this Ruling, all letters, correspondence or communications issued or sent out on a law firm's letterhead must be signed by an Advocate and Solicitor having a current practising certificate. In particular but without affecting the generality of the foregoing, it is improper to issue or send an unsigned demand notice (whether computer-generated or otherwise).

(2) Any letter, correspondence or other communication which is purely administrative in nature and does not contain any advice on law, may be signed by a duly authorised person other than an Advocate and Solicitor. The name and designation of the signatory shall be stated below the signature.

(2a) Computer-generated reminders in respect of unpaid bills need not be signed.

(3) All correspondence from an Advocate and Solicitor or his/her office shall bear the complete postal address of the principal office for service, and the telephone number as well as facsimile number and/or email address; and if such correspondence is from a branch office, the complete postal address of that branch office, and the telephone number as well as facsimile number and/or email address.

(4) A duly authorised person may sign receipts on behalf of the firm.

14.03 Not to issue letter of demand except through law firm

An Advocate and Solicitor is not allowed to issue any demand notice other than through his/her law firm.

14.04 Not to use unusually large fonts in letters or documents

It is conduct unbecoming of an Advocate and Solicitor or his/her law firm to use unusually large fonts in its letters or documents addressed to another Advocate and Solicitor or law firm with an intent to intimidate or be discourteous.

14.05 Solicitor must accept service or delivery of documents

An Advocate and Solicitor or his/her law firm cannot refuse to accept, or to acknowledge receipt of any letter or other document delivered to him/her at his/her law firm during office hours, unless he/she has valid, sufficient and reasonable grounds to do so.

14.06 Accepting documents on a "without prejudice" basis

An Advocate and Solicitor shall not accept service of documents on a "without prejudice" basis except for good reasons, which must be disclosed in writing at the time of such service.

14.07 Not to attest Transfer or Charge

An Advocate and Solicitor shall not prepare or attest any Transfer or Charge documents in a transaction where no individual or strata title has been issued.

14.08 Clients' files

(1) An Advocate and Solicitor may proceed to close a client's file after he/she has finished the work and the client has settled the bill.

(2) When a file is closed, the client is entitled to receive the original cause papers, the originals or file copy of all correspondence (including those between lawyers and court) and all original or stamped copies of documents executed by him/her.

14.09 Undertakings

(1) ***Solicitors to return documents if unable to give the undertaking required***

(a) Failure to honour an undertaking amounts to professional misconduct.

(b) Where payments or documents are sent to a Solicitor subject to an undertaking or subject to conditions, the Solicitor shall promptly return such payments or documents to the sender if the undertaking or any of the conditions is/are unacceptable to the Solicitor.

(2) ***Solicitor not to impose or request unreasonable undertakings or conditions***

No Solicitor shall impose on or request from another Solicitor any undertaking or condition which is unreasonable in the circumstances or the performance of which is beyond the control of that other Solicitor.

(3) ***Disclaimer in e-mails***

A law firm is prohibited from inserting a disclaimer at the foot of its e-mails to the effect that undertakings given by e-mail purporting to bind the firm shall not be valid unless the undertakings are confirmed in writing by letter on the firm's letterhead and signed by a partner or partners of the firm.

14.10 Stakeholders

(1) ***Solicitor to pay interest on monies held as stakeholder***

Where an Advocate and Solicitor holds money as a stakeholder (whether or not such money is paid by a client of the Advocate and Solicitor) the Advocate and Solicitor shall pay interest in accordance with the Solicitors' Accounts (Deposit Interest) Rules 1990, to the person to whom the stake money is paid unless otherwise agreed.

(2) ***Fee for acting as stakeholder***

A Solicitor is entitled to charge a fair and reasonable fee for acting as a stakeholder

(3) ***Terms of stakeholding to be strictly adhered to***

A Solicitor acting as stakeholder for 2 or more parties must strictly adhere to the terms of the stakeholding at all times. No money or document held by a Solicitor as stakeholder shall be released, utilised, applied or otherwise dealt with by such Solicitor except in accordance with the terms of the stakeholding or with the express written consent of all relevant parties. For example, a Solicitor holding the final 5% of the purchase price under a sale and purchase agreement prescribed by the Housing Development (Control and Licensing) Regulations 1989 must not (for whatever reason) release the same before the expiry of the stakeholding period(s) and/or in contravention of Schedule G Agreement or Schedule H Agreement as the case may be.

14.11 Attesting or witnessing of documents

(1) ***Attesting Solicitor to state his/her name with his/her signature***

A Solicitor attesting or witnessing any document shall write/affix his/her name and his/her Bar Council membership number (as specified in his/her practising certificate) clearly with his/her signature.

(2) ***Virtual or Remote Attestation or Witnessing of Execution of a Document by a Solicitor***

Unless physical presence is required by any written law, a Solicitor may virtually or remotely attest or witness the signing or execution of a document. In attesting or witnessing the signing or execution of the document virtually or remotely, the Solicitor shall comply with any prevailing and applicable written law, or in the absence thereof, any conditions as may be determined by the Bar Council from time to time for such purpose.

Conditions determined by the Bar Council, for "Virtual or Remote Attestation or Witnessing of Execution of a Document by a Solicitor" pursuant to Ruling 14.11(2):

(a) In these conditions:

(i) "virtually" or "remotely" are used interchangeably and means the circumstances where the party/parties who sign the document and the attesting Solicitor are not physically present in the same location during the signing of the document;

(ii) "virtually" also means using information or communications technology, and not involving people physically going somewhere;

(iii) "remotely" also means from a distance and without physical contact; and

(iv) "audio visual link" means technology that enables continuous and contemporaneous audio and visual communication between persons at different places, including video conferencing.

(b) Where physical presence is required or prescribed under any written law, the Solicitor must comply with that law. These conditions do not override any specific law on the witnessing or execution of any document.

(c) Even if physical presence is not required or prescribed under any written law, the attesting Solicitor should comply with all applicable laws which may regulate or explain how such documents are to be signed,

witnessed, or attested, including the Electronic Commerce Act 2006, and the Digital Signature Act 1997.

(d) A Solicitor shall only attest to the signing or execution of a document conducted virtually or remotely if he/she is satisfied that he/she has:

(i) explicitly identified all signing parties and the documents to be signed via an audio visual link at the time of signing or execution of the document;

(ii) maintained an uninterrupted and continuous sight of the signing parties and the document identified throughout the whole process via the audio visual link;

(iii) witnessed in real time the act of signing by the signing parties on the document identified via the audio visual link without any interruption; and

(iv) ensured that the signing party's signature, rubber stamp, and/or seal, is affixed on the document identified.

(e) "In real time" means that the audio visual link communication, and remote attestation/witnessing process, must be substantially simultaneous and continuous, ie without any unreasonable interruption, disconnection, or delay in relay, excluding any reasonable or ordinary short delay that is inherent or common to the technology used.

(f) The entire virtual or remote witnessing process must be recorded and saved by the attesting Solicitor, and a copy of such electronic recording shall be kept by the attesting Solicitor for a minimum of three years. Such recording is intended only to be of corroborative evidence, and any loss of such recording shall not necessarily invalidate the remote execution or witnessing of the document.

(g) The electronic recording referred to in paragraph (f) must be reasonably secured in a manner that prevents any subsequent change or modification to that electronic recording.

(h) The attesting Solicitor shall, as soon as practical after witnessing the signing remotely or virtually, send a confirmation by email, instant messaging, or other electronic means, to all signatories, that the document was signed remotely or virtually.

(i) The attesting Solicitor shall endorse on the document attested, words stating clearly that the document was remotely witnessed, and the method adopted, eg:

"This [name of document] was signed [in counterpart (delete if not applicable)] and witnessed over audio visual link on [date], where the witness was physically present at [place] and the document was signed by the signatory physically present at [place]."

(j) The attesting Solicitor should, as soon as practical after attesting the document signed remotely, electronically scan and send by electronic means, the said document, for all signatories to have sight of all signatures on that document.

14.12 Management of law firm by third party not allowed

It is not permissible for any law firm to be managed by a third party unless such third party is an employee of the law firm.

14.13 Threats of criminal proceedings are improper

(1) It is improper to make threats of criminal proceedings as a means of exerting pressure to recover a civil debt.

(2) An Advocate and Solicitor may draw the attention of any person to the fact that failure to comply with a statutory requirement may constitute an offence.

14.14 Disclaimer

Any statement that purports to disclaim liability or responsibility for any act or omission of any Advocate and Solicitor is prohibited.

14.15 Venue for meetings between Solicitors

Whenever a meeting is fixed between or amongst Advocates and Solicitors (without the presence of their respective clients), such meeting shall always be held at the chambers of the most senior Advocate and Solicitor unless it is otherwise agreed upon.

14.16 Use of credit cards

(1) Advocates and Solicitors are permitted to accept the use of credit cards by their clients for the purposes of payment of their fees, provided always that, in so doing and in entering into any Merchant Agreement or other contract with a credit card company or provider, an Advocate and Solicitor shall at all times ensure full compliance with the following:

(i) A provision must be made to prohibit the disclosure in any manner of any confidential information relating to the card holder or to his/her dealings or communications with his/her Solicitor, unless

such disclosure is required by law or made with the prior written consent of the card holder. A recommended form of such a provision is as follows:

> *"Neither the credit card company/provider nor [the Solicitor/Merchant] shall in any manner sell, purchase, release, provide, disclose or exchange any credit card information relating to the card holder (in whatever form, and however obtained), including (without limitation) any billing information or details pertaining to the card holder or information regarding him/her or his/her transaction or dealing or communication with his/her Solicitor [the Merchant] or concerning the credit card scheme, unless such disclosure:*
>
> *(a) is done with the prior written consent of the card holder; or*
>
> *(b) is required by law to be made; or*
>
> *(c) is made pursuant to any rule/Ruling made by the Bar Council; or*
>
> *(d) is made to an employee or agent of the credit card company/provider in the ordinary course of its operations; or to an employee or agent of the Solicitor/Merchant for the purpose of assisting the Solicitor/Merchant in the performance of his/her duty or business; or to the Issuing Bank or Acquiring Bank [or Visa International, as the case may be] for the settlement of any billing or payment dispute that may have arisen".*

(2) A Solicitor or his/her firm shall not in any way participate in (or be required to participate in) any advertisement or promotion exercise or campaign of any nature. However, a notice or display disclosing the acceptance of the use of a credit card is allowed provided the same is placed only within the premises of a law firm and is not (in the opinion of the Bar Council) obtrusive or of an unusually large size.

(3) *Bona fide* "service charges" or "commissions" levied by a credit card company/provider in respect of the use of a credit card will not be regarded as a form of "sharing of fees" by the Solicitor with the credit card company/provider. Usage of the former term is preferred to the latter. However, there cannot be any agreement or arrangement of any nature which results in the card holder being offered or given a discount or rebate or refund of any part of the fees or payments made by using the credit card, where the same may amount to a breach of any provisions of the Solicitors' Remuneration Order.

(4) It shall be the responsibility of a Solicitor to ensure that, in accepting the use of credit cards or in contracting with a credit card company/provider or in any other matter relating thereto, he/she shall not do or omit to do anything which amounts to a breach of any applicable laws, rules, Rulings or regulations. In the event of doubt, a Solicitor is encouraged to seek the Bar Council's directions.

14.17 Advocate and Solicitor permitted to practise in foreign jurisdiction

(a) An Advocate and Solicitor who is a sole proprietor or partner in a Malaysian law firm is allowed to practise in a foreign jurisdiction (not necessarily under the same firm name as his/her Malaysian firm name), provided that he/she fulfils all the relevant requirements of that foreign jurisdiction.

(b) An Advocate and Solicitor who is an employee in a Malaysian law firm is allowed to practise in a foreign jurisdiction for his/her Malaysian firm provided he/she fulfils all the relevant requirements of that foreign jurisdiction.

Note: Advocates and Solicitors who practise outside of West Malaysia are to take note that they are not covered under the master policy of the Professional Indemnity Insurance Scheme, in respect of their practice outside of West Malaysia.

14.18 Section 84 of the Act

(1) Without affecting the generality of section 84 of the Act, a Solicitor acting for a developer in a housing project cannot act for any purchaser in respect of any lot in the same phase of the project.

(2) Where an Advocate and Solicitor acts for a purchaser in the purchase of a housing accommodation developed under a housing development, he/she shall not receive his/her remuneration for the transaction from the housing developer, and the developer and the purchaser shall each pay for the fees of his/her own Advocate and Solicitor.

(3) Where an Advocate and Solicitor or the firm of which he/she is a member either as a partner or employee is appointed or empanelled as a member of the developer's panel of lawyers, he/she shall be deemed to be acting for the developer and he/she shall not act for any purchaser in respect of any lot in the same phase of the housing development.

Example:

If a Solicitor or his/her firm is appointed or empanelled as a member of the developer's panel of lawyers for Phase 1 of

a housing development project, he/she may not act for any purchaser in the said Phase 1. If the Solicitor or his/her firm is no longer appointed or empanelled as a member of the developer's panel of lawyers for any subsequent phase of the same housing development project, he/she may act for any purchaser in any subsequent phase of the same housing project in which he/she or his/her firm is not a member of the developer's panel of lawyers.

(4) When a Solicitor acts for a developer and attests the signature of a purchaser who is not represented by a Solicitor in the transaction, the Solicitor acting for a developer shall in addition to obtaining from the purchaser a certificate signed by the purchaser pursuant to the proviso of section 84(1) of the Act also inform the purchaser in writing that he/she is not acting for the purchaser.

14.19 Providing copies of agreements upon request

An Advocate and Solicitor who prepares any agreement shall upon request deliver an executed and stamped copy of the said agreement to each of the parties to the agreement even though not all the parties are his/her clients and notwithstanding any instructions to the contrary from his/her clients.

14.20 Amalgamation and/or merger with legal firm in Sabah and/or Sarawak

Amalgamation or merger with a legal firm or firms in Sabah and/or Sarawak is not allowed.

14.21 Credit reporting agencies

It is conduct unbecoming of an Advocate and Solicitor to disclose or forward information to credit reporting agencies of a person who is not his/her client, save for the purposes of correcting or updating information of his/her client and provided such client has instructed him/her to do so.

14.22 [Deleted]

14.23 Payment for introducing clients

The acceptance by an Advocate and Solicitor ("Introducer") of any form of payment (such as commission) from any person merely for introducing clients to such person without the provision of legal services by the Introducer, is tantamount to touting on the part of the Introducer. Likewise, an Advocate and Solicitor shall not make any form of payment to any person for introducing clients to such Advocate and Solicitor.

Provided that this Ruling shall not prohibit the sharing of fees and costs by an Advocate and Solicitor with a qualified person, for legal services rendered by the Advocate and Solicitor.

14.24 Attesting documents

An Advocate and Solicitor shall state his/her name and his/her Bar Council membership number (as specified in his/her practising certificate), when attesting or certifying Land Office documents or any other documents in his/her capacity as an Advocate and Solicitor.

14.25 Responses from Bar Council/State Bar Committees not to be produced in any court or tribunal

An Advocate and Solicitor shall not, without the prior written consent of the Bar Council, produce or disclose to any court or tribunal, any letter or any form of electronic communication from the Bar Council, State Bar Committee or any committee of the Bar Council, where such letter or electronic communication has been written in response to any query or complaint from such Advocate and Solicitor or from any other person.

14.26 Moneylending prohibited

It is conduct unbefitting of an Advocate and Solicitor to charge interest on monies expended on his/her client's behalf or on monies advanced for his/her client's use, save for disbursements expended or advanced specifically or solely for the transaction or matter for which such Advocate and Solicitor has been retained to act and provided that an invoice has been issued by the Advocate and Solicitor for such disbursements and the client has defaulted for 30 days in the payment of such invoice. It is also conduct unbefitting of an Advocate and Solicitor to engage or be involved, whether directly or indirectly, in the business of moneylending.

14.27 No charging of additional fees for affirming affidavits to support application for probate

Where an affidavit has to be filed in court for the purpose of an application for grant of probate, a Solicitor who has been paid legal fees for preparing the will and for attesting the testator's signature, is not entitled to claim any further legal fees for signing such affidavit.

14.28 Prohibition of providing guarantee in favour of clients or third parties

An Advocate and Solicitor practising as such, shall not sign any document nor give any undertaking that has the effect of guaranteeing or of indemnifying clients or third parties, as a form of indemnity, against any loss suffered.

14.29 Sexual harassment, harassment and workplace bullying constitutes misconduct under section 94(3) of the Act

(1) Any act of sexual harassment, harassment or bullying by an Advocate and Solicitor or a pupil in a professional capacity or in a professional setting amounts to misconduct.

(2) Sexual harassment means any unwanted conduct of a sexual nature, whether verbal, non-verbal, visual, gestural or physical, made directly or indirectly at a person or physically communicated in person or through the use of any medium or physical conduct, which a reasonable person would consider to be offensive or humiliating or a threat to their well-being or comfort.

(3) Harassment means any unwanted conduct, whether verbal, non-verbal, visual, gestural or physical, made directly or indirectly at a person or physically communicated in person or through the use of any medium or physical conduct, which a reasonable person would consider to be offensive or humiliating or a threat to their well-being or comfort.

(4) Bullying means any wilful act and directed at a victim by any means, whether committed repeatedly or in a single severe incident, which causes physical, psychological or social harm to the victim. Bullying may include the following acts:

(a) any act that cause physical harm to a victim or his belongings;

(b) any use of language which abuses, threatens or demeans the victim, which causes harm to a victim's psychological wellbeing;

(c) any act which is intended to socially isolate a victim, damage the reputation of a victim or to create a hostile environment for the victim;

(d) any act that humiliates or discriminates a victim on the basis of sex, race, religion or disability; or

(e) any act referred to in paragraphs (b), (c) or (d) above that is committed through electronic or digital communication.

Chapter 15

Syariah Practitioners

15.01 Syariah Practitioner who is not an Advocate and Solicitor

A Syariah Practitioner shall not be a sole proprietor, a partner, a consultant or a legal assistant of a law firm, unless he/she is also an Advocate and Solicitor and holds a valid practising certificate.

15.02 Application to Syariah Practitioners

All the Rulings shall apply to Syariah Practitioners in the course of their Syariah practice if such Syariah Practitioners are also Advocates and Solicitors.

CHAPTER 16

Solicitors' Fees and Disbursements in Non-Contentious Matters

16.01 Fees and disbursements

(1) ***Vetting fees***

A Solicitor acting for a developer in attending to vetting documents (including witnessing the same) relating to the assignment of rights, title and interests in any property under a sale and purchase agreement, is entitled to charge a fee of RM200 in respect of any one document:

(a) in relation to consent of a developer for the assignment from an assignor to an assignee;

(b) in relation to reassignment from a financial institution to an assignor; and

(c) in relation to the assignment from the assignee to the financial institution.

In the event that the attendances involve more than one document the Solicitor is entitled to charge RM400 for all the documents involved.

This Ruling shall apply to the vetting of documents for properties or land other than that for housing accommodation as defined under the Housing Development (Control and Licensing) Amendment Act 2007.

(2) ***Islamic financing***

(i) Any Advocate and Solicitor, irrespective of his/her religion, race or sex, may attend to all legal matters involving Islamic financing, including preparing, witnessing, attesting, registering and otherwise attending to all instruments, security and other documents.*

(ii) The words "Financing Documents" in the heading of the Third Schedule of the Solicitors' Remuneration Order 2023 refers to agreements for financing involving only immovable property under the Islamic banking business as defined in the Islamic Banking Act 1983 (Act 276).**

** See direction from Bank Negara Malaysia through Majlis Penasihat Syariah Kebangsaan: "Perkara-perkara berkaitan perundangan seperti mendrafkan suratcara, pendakwaan, saksi dan sebagainya yang melibatkan pembiayaan kewangan secara Islam boleh dilaksanakan oleh peguambela dan peguamcara tidak mengira agama, bangsa dan jantina".*
*** Repealed by the Islamic Financial Services Act 2013.*

(3) ***Solicitors to return unused disbursement***

Solicitors shall return all unused disbursements to their clients save and except for such portions reasonably retained for miscellaneous expenses.

(4) ***Discharging Solicitors, release of documents and lien over documents***

(a) A Solicitor is entitled to be paid the scale or appropriate fee before he/she is discharged in a conveyancing matter.

(b) Solicitors are entitled to exercise their lien over documents:

(i) until their scale or appropriate fees are paid; or

(ii) until the appropriate undertaking to pay the scale or appropriate fee is received from the new Solicitor.

(5) ***Not to charge fees based on a percentage of the interest accrued from fixed deposit***

Unless otherwise agreed in writing, Solicitors shall not charge, for administrative costs and charges, a fee based on a percentage of the interest earned from fixed deposits but may charge a reasonable fee pursuant to the Sixth Schedule of the Solicitors' Remuneration Order 2023.

(6) ***Solicitors not to collect stamp duty for Transfer or Charge until after issue of title***

Where no separate document of title is available for a property, no Solicitor shall collect any stamp duty and other disbursements for the Transfer or Charge of the property until after the separate document of title is issued.

(7) ***Vendor's or developer's Solicitor not to charge fee for supply of sale and purchase agreement***

The vendor's or developer's Solicitor shall prepare and supply the sale and purchase agreement unless otherwise mutually agreed with the purchaser. The Solicitors preparing the sale and purchase agreement shall not charge for supplying the sale and purchase agreement.

CHAPTER 17

Websites of Law Firms

Policy statement

An Advocate and Solicitor may maintain a website for the purposes of providing Approved Information concerning the Advocate and Solicitor or his/her firm and such other information as may be permitted under these Rules, or the Publicity Rules or any other rules or Rulings from time to time prescribed by the Bar Council.

17.01 Interpretation

For purposes of these Rules:

(a) all references to the **"Publicity Rules"** are to the Legal Profession (Publicity) Rules 2001 as amended, re-enacted or replaced from time to time. All references to specific Publicity Rules are to the specific rules in the Legal Profession (Publicity) Rules 2001;

(b) all references to the **"Etiquette Rules"** are to the Legal Profession (Practice and Etiquette) Rules 1978 as amended, re-enacted or replaced from time to time. All references to specific Etiquette Rules are to the specific rules in the Legal Profession (Practice and Etiquette) Rules 1978;

(c) all references to **"these Rules"** mean the rules set out herein as may be amended from time to time by the Bar Council;

(d) all references to an **"Advocate and Solicitor"** include a law firm, unless the context shall otherwise require;

(e) all references to **"laws"** include guidelines, directives, directions, rules and Rulings whether or not having the force of law;

(f) all references to **"applicable laws"** include the applicable laws relating to publicity for an Advocate and Solicitor of Malaysia, and rules and Rulings prescribed by the Bar Council from time to time;

(g) all references to a **"website"** include any website or webpage created by or for an Advocate and Solicitor or his/her firm;

(h) **"Advocate and Solicitor"** has the meaning ascribed to that expression in the Legal Profession Act 1976 as amended or re-enacted from time to time;

(i) **"Approved Information"** has the meaning attributed to that expression in the Publicity Rules;

(j) **"Website Address"** shall mean the Universal Resource Locator or more commonly known as the URL of a particular website and includes the domain name, title or any words necessary to gain access to a website.

17.02 Compliance

Every website (including the Website Address) shall comply with the Publicity Rules, all other applicable laws and these Rules. For the avoidance of doubt, this Rule shall apply to each website notwithstanding that the name of the Advocate and Solicitor or the name of his/her firm does not form any part of the Website Address.

17.03 Presentation of website

The presentation (look and feel) of a website shall comply with the Publicity Rules, in particular Publicity Rule 5(1)(a)(i) and (ii).

17.04 Website Address

(1) The Website Address must be acceptable to the Bar Council.

(2) An Advocate and Solicitor shall report the Website Address of his/her website to the Bar Council within 1 month after the publication of the website on the Internet or 1 month from the date of coming into effect of this Rule, whichever is the later. The Advocate and Solicitor shall also report to the Bar Council any change to the Website Address within 1 month after the date of such change.

(3) The absence of any response from the Bar Council to the reporting of any Website Address or any change to a Website Address shall not be construed as an approval by the Bar Council of the Website Address or any change thereto as reported, or as confirmation by the Bar Council that the website conforms to all applicable laws, or as acquiescence by the Bar Council to any contravention of applicable laws. The compliance with all applicable laws remains the primary obligation of the Advocate and Solicitor.

17.05 Permissible information or materials

A website may contain the following information or matters:

(a) ***Disclaimers***

Disclaimers may be inserted in a website provided that they appear on the home page (front page) of the website or are highlighted to the attention of visitors to the website by way of a prominent link appearing on the home page. However, such disclaimers should not breach any Bar Council rules or Rulings on disclaimers.

(b) ***Links***

Every website shall have a link on its front page that connects to the official Malaysian Bar website at www.malaysianbar.org.my or such other address as may be notified from time to time by the Bar Council. Links that connect a website to another website are generally permissible provided that any website linked to a website shall comply with the Publicity Rules, all applicable laws and these Rules.

(c) ***Hidden text or hidden graphics***

Hidden text or hidden graphics which form part of the programming language or source code of a website and are therefore necessary for the creation of the website are permitted provided that any such hidden text or hidden graphics does not breach Publicity Rule 5(1)(a).

(d) ***Tracking***

An Advocate and Solicitor may keep track of the number of visitors to his/her website but such information shall not be published or made available to the public.

(e) ***Comments or inquiries***

An Advocate and Solicitor may create means through his/her website for a visitor to contact him/her for the purposes of comments or inquiries on anything published on his/her website.

(f) ***Website on another website***

An Advocate and Solicitor may create or operate a website on or within another website provided that the host website does not violate the Publicity Rules, these Rules or any other applicable laws.

(g) ***Establishment of solicitor-client relationship***

A website may provide such Approved Information as may be required to assist any person to make a decision whether to retain the relevant Advocate and Solicitor in a particular matter or a website may enable any person to obtain further information from the Advocate and Solicitor to assist that person in making such decision. An Advocate and Solicitor shall avoid the establishment of a solicitor-client relationship directly or merely through his/her website.

17.06 Other permissible information or materials

A website may be used by an Advocate and Solicitor to publish a journal, magazine or newsletter referred to in Publicity Rule 13 or to publish any notice referred to in Publicity Rule 14; subject to compliance by the Advocate and Solicitor with the Publicity Rules (in particular Publicity Rules 13 and 14), these Rules and all other applicable laws.

17.07 Information or material which is not permitted

Without limiting the other provisions of these Rules and any other applicable laws, the following material or information is not permitted on websites:

(a) Material or information which is indecent, obscene, false, offensive, defamatory or seditious under the laws of Malaysia;

(b) Publicity which is presented or published in a manner which is contrary to the laws (relating to publicity for an Advocate and Solicitor) of Malaysia;

(c) Publicity which is presented or published in a manner which, in the opinion of the Bar Council, is likely to diminish the confidence of the public in the Bar or adversely affect the image of the Bar in other jurisdictions as regards the legal profession of Malaysia or to otherwise bring the legal profession of Malaysia into disrepute;

(d) Publicity which infringes Publicity Rule 5 in any way; or

(e) Any advertisement or publicity which relates to parties other than the Advocate and Solicitor or his/her firm.

17.08 No touting

Nothing in these Rules shall be construed as permitting the doing of or causing or allowing to be done of anything which, in the opinion of the Bar Council, is for the purpose of touting directly or indirectly, or which, in the opinion of the Bar Council, is calculated to suggest that it is done for that purpose.

17.09 Intellectual property rights

An Advocate and Solicitor shall take appropriate measures to ensure that third parties' rights (including intellectual property rights) are not infringed in the development or presentation of his/her website.

17.10 Preservation of website materials

(a) Where a website does not incorporate multimedia effects, an Advocate and Solicitor shall retain at his/her principal place of business, a printed copy of such website page appearing in his/her website, including a copy of each version of the website as changes are introduced for a period of at least 12 months from the date of publication of each website page or each version of the website and shall, upon being requested to do so by the Bar Council, produce the same to the Bar Council for inspection within the time specified by the Bar Council.

(b) Where a website incorporates multimedia effects, the Advocate and Solicitor shall provide to the Bar Council within the time specified by the Bar Council, a copy of each website page appearing in his/her website, including a copy of each version of the website as changes are introduced, in a medium or format accurately reproducing the website (including all the multimedia effects of the website) and readily accessible for viewing by the Bar Council at its own premises.

17.11 Rule 52 of the Etiquette Rules

Rule 52 of the Etiquette Rules shall apply to an Advocate and Solicitor in connection with the operation or maintenance of or access to his/her website.

17.12 Cessation of practice

Upon the dissolution or cessation of practice of his/her firm, an Advocate and Solicitor shall forthwith cause all access to his/her website to be terminated and remove his/her website from the Internet.

Chapter 18

Guidelines for Disposal of Files

18.01 Guidelines for disposal of files

There is no hard and fast rule governing the period for retention of files by Solicitors before destruction. However, the Bar Council recommends the following guidelines:

(a) Conveyancing files: 12 years;

(b) Litigation:

  (i) General litigation: 6 years;

  (ii) Unenforced judgment: 12 years from date of judgment;

(c) Probate and administration: 12 years;

(d) Family matters: 6 years;

(e) General matters: 6 years.

Chapter 19

Previous Rulings Superseded

19.01 Previous Rulings superseded

Any rules and Rulings previously made by the Bar Council which are inconsistent with any of the above Rulings shall be treated as having been superseded or replaced by the above Rulings to the extent of such inconsistency.

Chapter 20

Waiver

20.01 Waiver

The Bar Council may, in writing, waive any of these Rulings or part thereof, including in specific cases, if it deems fit and subject to any conditions the Bar Council may impose.

Appendix I*

Cessation of/Change in Practice (Forms)

Notice of Cessation of Practice as an Advocate and Solicitor

Note: This form is to be completed by an Advocate and Solicitor who has ceased or intends to cease practice as an Advocate and Solicitor whether temporarily or permanently and whether as an employee, consultant, sole proprietor or partner. The truth and accuracy of the answers provided must be verified by that Advocate and Solicitor by way of a statutory declaration.

This form and statutory declaration must be lodged with the Bar Council within 14 days from the date of cessation or date of intended cessation of practice.

PART 1: Every Advocate and Solicitor who is a sole proprietor, a partner, an employee or a consultant of a law firm and who has ceased or intends to cease practice altogether, whether temporarily or permanently must complete this Part 1 and also affirm a statutory declaration in the form of Appendix IB.

PART 1: Applicable to every Advocate and Solicitor who ceases practice altogether.

A: Name :
NRIC number :
Address** :

Telephone number :
Fax number :
E-mail address :
Mobile phone number :

** See Ruling 13.01.*
*** Kindly ensure that this address corresponds to the address as stated in the statutory declaration failing which the records will be updated based on the address provided herein.*

B. Date you ceased or intend to cease practice: *[dd/mm/yr]*

(a) Please state reasons for cessation of practice:
(Optional) (Confidentiality will be maintained)

(b) If you know your next place of employment/practice, kindly provide the following details for our records:

(i) Name of Firm/Company
(ii) Address(es)
(iii) Telephone number
(iv) Date of commencement

C. Particulars of the firm in which you currently practise/last practised *(delete as appropriate)* (hereinafter referred to as the "Firm"):

Name of Firm :
Address :
Telephone number :
Fax number :
E-mail address :

Status in the Firm: Sole Proprietor / Partner / Employee / Consultant
(delete as appropriate)

PART 2:

D. In addition to complying with Part 1, every Advocate and Solicitor who is a partner of a law firm and who has ceased or intends to cease practice altogether, whether temporarily or permanently, must in a separate attachment to Part 1, answer the questions in Section D of this Part 2 and also affirm a statutory declaration in the form of Appendix IB.

(i) Name(s) of the other partner(s) of the firm in which you were or are a partner:

(ii) After your cessation of practice, will the firm in which you were or are a partner continue in practice as a firm of Advocates and Solicitors?

(iii) If the firm in which you were or are a partner has ceased or intends to cease practice as a firm of Advocates and Solicitors:

(a) Have all its clients been given notice to this effect, and if so, when and how?

(b) Describe what steps have been or will be taken to protect the interest of its clients — their documents and files. Have all your files been transferred to other Advocates and Solicitors? Please provide particulars of all files transferred and the Advocates and Solicitors who have taken them over, supported by written confirmation from each of these Advocates and Solicitors of such taking over (example shown below).

Title: Details of files transferred to other Advocates and Solicitors

Columns:

- File reference number
- Subject matter and parties concerned
- Name of client
- Amount of client's money transferred
- Name of appointed Advocates and Solicitors

(c) Describe what steps have been or will be taken in respect of monies in its client account(s).

(d) Is/are your client account(s) closed? If so, when and with which bank(s) and provide particulars of the account(s).

- Name of bank(s)
- Address(es)
- Account number(s)
- Date of closure (if closed)

E. In addition to complying with Part 1, every Advocate and Solicitor who is a sole proprietor of a law firm and who has ceased or intends to cease practice altogether, whether temporarily or permanently, must, in a separate attachment to Part 1, answer the following questions set out in this Section E of Part 2 and also affirm a statutory declaration in the form of Appendix IB.

(i) Have all your clients been given notice of your cessation or intended cessation of practice, and if so, when and how?

(ii) Describe what steps have been or will be taken to protect the interest of your clients, their documents and files. Have all your files been transferred to other Advocates and Solicitors? Please provide particulars of all files transferred and the Advocates and Solicitors who have taken them over, supported by written confirmation from each of these Advocates and Solicitors of such taking over (example shown below).

Title: Details of files transferred to other Advocates and Solicitors

Columns:

- File reference number
- Subject matter and parties concerned
- Name of client
- Amount of client's money transferred
- Name of appointed Advocates and Solicitors

(iii) Describe what steps have been or will be taken in respect of monies in the client account(s):

(iv) Is/are your client account(s) closed? If so, when and with which bank(s) and provide particulars of the account(s).

- Name of bank(s)
- Address(es)
- Account number(s)
- Date of closure (if closed)

Appendix IA*

Cessation of/Change in Practice (Forms)

Form for Change of Address of Practice/Place of Practice

Name: _____

NRIC number: _____

	Former	*Current*
Firm name		
Firm address		
Tel number(s)		
Fax number		
E-mail address		
Status in Firm	Sole proprietor/ partner/employee/ consultant *(delete as appropriate)*	Sole proprietor/ partner/employee/ consultant *(delete as appropriate)*
Date	*(date of cessation)*	*(date of commencement)*
Other changes (if any)		

Date

_____

Signature

_____

* *See Ruling 13.01.*

APPENDIX IB*

Statutory Declaration

I, _____

(NRIC no _____), an Advocate and Solicitor of

the High Court of Malaya residing at _____

_____

_____

do hereby solemnly affirm and declare as follows:

The information contained in the form of Notice of Cessation of Practice as an Advocate and Solicitor and any attachments thereto relating to my cessation of practice as an Advocate and Solicitor, attached to this Statutory Declaration is true and accurate.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declaration Act 1960.

Affirmed by the said _____)

_____) _____

this _____ day of _____)

Before me,

_____

Commissioner for Oaths

_____

** See Ruling 13.01.*

Appendix II*

Particulars of Master (to be Filled in by the Master)

Master (Mr/Mrs): _____

Master's date of admission
to Malaysian Bar: _____

Number of years master has been
in active practice in Malaysia: _____

Master's Sijil Annual number: _____

Master's office address: _____

_____

Tel (Office):_____ (Mobile):_____

Email: _____ Fax: _____

Master's house address: _____

_____

Tel: _____

I confirm that the above particulars are correct as to myself and, to the best of my knowledge, information and belief, correct about the Petitioner.

I confirm that the Petitioner is undergoing pupillage under my supervision and control, and shall do so throughout the period of his/her pupillage.

I undertake to maintain my Practising Certificate at all times during the period when the Petitioner is undergoing pupillage under my supervision and to renew the same as soon as it becomes due.

I further undertake to inform the Petitioner and the Bar Council if at any time during the aforesaid pupillage I cease to have a valid Practising Certificate or cease practice.

_____ _____
Date Signature of Master

_____

** See Ruling 10.02.*

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