

Step-By-Step Guide on How to Appoint a Lawyer

Introduction

Lawyers are professional persons who practise law. Their main duties include dispensing legal advice and to appear in courts to represent their clients. It must be emphasised that certain law firms specialise in certain areas of law. Hence it is important for you to find the correct law firm in order to address your specific legal problem.

Finding the Correct Law Firm

Generally, all law firms are prohibited from advertising their legal services.

- ❖ Therefore, the usual practice is to seek recommendations from friends, family members or colleagues. Ask them whether they were satisfied with the legal services they received.

- ❖ You can also access the Malaysian Bar website at www.malaysianbar.org.my/ to source for appropriate lawyers. A comprehensive online legal directory of all law firms and lawyers in Peninsular Malaysia is available here. The directory also contains law firms and lawyers located in each state.

- ❖ More information on law firms and lawyers is available on the State Bar's website. Each State Bar has its own unique legal directory, with some having information on the seniority of counsel.

- ❖ The Malaysian Bar and State Bars are not permitted to recommend lawyers to you.

What If You Cannot Afford a Lawyer?

(A) Civil Matters

Legal Aid Department

The Legal Aid Department is part of the Prime Minister's Department and provides legal aid in civil matters, such as matrimonial proceedings, civil lawsuits and probate applications. It is governed under the Legal Aid Act 1971. You will need to pass a "means test" — that is, your income and disposable assets must not be above a certain threshold. You will also need to pass a "merits test" — that is, there must be reasonable grounds for granting legal aid to you.

Contact details of the Legal Aid Department differ from state to state. The following website link will provide you with the relevant information you need to start your search: www.jbg.gov.my/index.php?lang=ms

Legal Aid Centres

The Legal Aid Centres are operated by the Malaysian Bar and each state has its own office which is answerable to the Bar Council. Information relating to these centres can be accessed at this website: www.malaysianbar.org.my/legal_aid_centres.html

There will also be a “means test” where your income and disposable assets must not be above a certain threshold. In addition, you will also need to pass a “merits test”, in that there must be reasonable grounds for granting legal aid to you.

Small Claims Court

Go to small claims court. Small claims court helps to resolve small disputes and is a cheap option to litigate a monetary claim of up to RM5,000. The filing fees are usually a small amount. You typically do not hire a lawyer in these cases; you pursue the case on your own. A copy of the subscribed form can be obtained at every Magistrates Court Registry in each state.

(B) Criminal Matters

The National Legal Aid Foundation (“NLAF”) or Yayasan Bantuan Guaman Kebangsaan (“YBGK”) is an initiative of the Malaysian Bar and funded by the Malaysian Government to provide legal assistance in criminal matters to all citizens of Malaysia for arrest, remand and bail applications. The “means test” will only be conducted for the purpose of determining who is eligible for legal representation at the trial stage. The contact details are found here: www.ybgk.org.my

Preparing Your Visit to Your Lawyer

- Call ahead and make an appointment.
- List down all the information you think the lawyer will need and gather it in advance.
- Take all important papers and documents with you and put them in order.
- Write out the events as they happened.
- Make a list of the names, addresses and telephone numbers of everyone involved in your matter.

- Make a list of the questions you wish to discuss with your lawyer during the meeting.

The more organised you are, the less time you will spend during your meeting, thus reducing the time-costs chargeable to you by the lawyer.

Meeting With Your Lawyer

- When you meet with your lawyer, tell the lawyer everything important.
- Answer your lawyer's questions fully, even though you may not understand the purpose of the question at the time.
- Ask question to clarify your doubts. In general, you should ask the following questions:
 - ✓ How bad is my problem?
 - ✓ What are the chances of getting it fixed?
 - ✓ What are my options?
 - ✓ How much will it cost?
 - ✓ How long will it take?
 - ✓ What do I need to do, and how soon do I have to do it?
 - ✓ Have you done this before?
 - ✓ Who is going to do the work?
 - ✓ When can you get started?
 - ✓ How will I be kept informed of developments in my matter?
- Your lawyer may not be able to give you advice at the first meeting. Your lawyer may need to do legal research first. The law changes often and your lawyer may need to check relevant statutes or court decisions first.

Legal Fees

- It is best that you request your lawyer to provide you with full information on how you will be charged for the legal services and the estimate of the total fees and disbursements.

Lawyers have different ways of calculating fees, depending on the types of services, subject matter, seniority and locality.

A sample of Letter of Engagement is provided for your reference at the end of this document.

- You should always ask for an official receipt for moneys you have paid.

Warnings

- ⊗ Representing yourself, especially against someone who has a lawyer, may be disadvantageous to you and put you in legal jeopardy.

- ⊗ Don't become an "Internet lawyer". Yes, the Internet is a valuable treasure trove of forms, cases, statutes and the like. However, the Internet and self-help give the reader just enough information to be dangerous. There is no substitute for professional experience that sees the bigger picture.

- ⊗ Avoid scams such as a prepaid legal service. A few companies exist out there that sell such services as a monthly or annually paid service. There is a good chance that such services are a scam, or a pyramid scheme or not sanctioned by law.

[Date]

Dear Sirs,

PROPOSAL FOR LEGAL SERVICES

We are pleased to set out below our proposal for the services set out in Section 2 below.

1. Background

[describe proposal briefly]

2. Scope of Legal Services

Principally, our legal services will involve the following:-

[set out the scope of services]

3. Personnel

Our lawyers who will be principally responsible for providing the legal services referred to above, are as follows:

- (1) [Name of Lawyer] — [Partner];
- (2) [Name of Lawyer] — [Senior Associate];
- (3) [Name of Lawyer] — [Associate].

4. Proposed Fee Structure

Fee estimate

- 4.1 In respect of the scope of work described in Section 2 above, our fees are estimated at RM[*] to RM[*] or alternatively, time cost at the hourly rate of RM[*].
- 4.2 Please note that the above fee estimates are exclusive of service tax and disbursements to be incurred in the course of our work, including, where applicable, company searches, winding up/bankruptcy/trademark searches (all of which will be charged on a full reimbursement basis), facsimile and courier charges and other incidental expenses.

5. Billing and Payment

- 5.1 We require our fees to be settled within [fourteen (14)] days of our invoices being rendered. We reserve the right to issue our invoices at such amounts as and when we deem fit for the stage of completion of work, subject to our fee estimate.
- 5.2 We require an initial payment of RM[*] being initial disbursements to defray expenses to be incurred, such as fees for conducting company searches, winding up searches and other expenses e.g. transport/travelling costs.

6. Withdrawal and Termination

Cancellation of Transaction

- 6.1 If the transaction is cancelled or terminated for any reason whatsoever, subject always to Section 5 above, the professional fees will be charged for work done or deliverables provided by us up to the date of our receipt of a notice of cancellation or termination from you.

Termination by You

- 6.2 You may terminate our engagement at any time by notifying us of the termination in writing. If you terminate our engagement, you will pay us promptly for all fees for services rendered and for all costs incurred prior and up to the date of our receipt of your written notice of termination.

Termination by Us

- 6.3 We may terminate our engagement at any time by giving you reasonable notice.
- 6.4 We also reserve the right to terminate our engagement if you fail to honour the terms of the engagement as set forth in this letter or for any reason as required by applicable ethical or legal restrictions. We also reserve the right to terminate our engagement if our invoices are not paid within the time frame set out in Section 5.1 or our requests for payments to account or disbursements are not received within a reasonable time frame. We will notify you in writing if we withdraw from this engagement.
- 6.5 Upon our termination of this engagement, you will pay us promptly for all services we have rendered and all other costs incurred as set forth above prior and up to the date that we notify you of termination.

7. Governing Law and Jurisdiction

This letter and all matters arising from or connected with it are governed by Malaysian law. Any disputes relating thereto shall be determined by the courts of Malaysia which shall have exclusive jurisdiction.

If our proposal is acceptable, kindly confirm your acceptance of the same by signing and returning a copy of this letter.

Yours faithfully,

I/We, [Name], hereby confirm our acceptance of the proposal on the terms and conditions set out above.

Name:

Designation:

WARRANT TO ACT

I/We, _____(NRIC No: _____) hereby agree to engage the services of _____ on the terms and conditions set out above and hereby grant to your firm my Warrant to Act for me/our company in connection with legal proceedings relating to the above stated matter.

Signed on the day of 2013.

Name:

(Company Seal)