

PRACTICE MANAGEMENT GUIDE



SAMPLE OFFICE GUIDE

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Revised Edition

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FOREWORD

This Practice Management Guide is a reference material that a law practice can use as a guide when developing its own practice management system. This Guide encompasses information on what is required in terms of general management, personnel management, office administration, knowledge management, information technology, financial management, risk management, client care, case management, data protection, file management and closing of files. It also provides sample documents that can be used as templates.

This Practice Management Guide was originally put together as part of the Law Society's PrimeLaw scheme, a voluntary certification scheme that encouraged law practices to adopt internationally accepted work practices for law firm management. PrimeLaw was in turn adapted from Lexcel, a practice management standard by the Law Society of England and Wales which was carefully modified to suit the needs and business requirements of the Singaporean legal practitioner.

This 2017 revision takes into account the latest regulatory landscape. Among others, new laws on data protection and anti-money laundering have come into force since the last revision in 2011. Anyone who manages a law practice should note especially the new Part IV of the Legal Profession (Professional Conduct) Rules 2015, which provides that the management of a law practice must take reasonable steps to implement adequate systems, policies and controls for regulatory compliance.

The Guide is not exhaustive nor intended to impose any regulatory obligations, but simply sets out best practices that law practices can adopt – and adapt – to suit the needs of their business. It is hoped that the best practices set out in this Guide will help law practices to achieve enhanced quality, productivity, sustainable growth and, perhaps eventually, improved financial returns.

We hope you will find this Guide a useful resource. To end with the astute observation of Judge of Appeal V K Rajah (as he was then) in his foreword to this Guide's 2011 edition: "Law firms must also be made to understand that the adoption of good management practices is no longer simply an unbounded aspirational goal – it is now an indispensable aspect of practice."

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1 INTRODUCTION

1.1 THE OFFICE GUIDE

The purpose of this Guide is to:

- a. Provide a clear statement of the Practice's objectives and operating principles;
- b. Describe the scope of responsibility of the main roles in the Practice; and
- c. Prescribe the processes and procedures that govern all activity within the Practice.

It is intended as an introduction to the Practice for the new members of staff and as a point of reference for all. The success of the Practice depends on each member of the Practice knowing what is expected of them and carrying out their responsibilities with dedication and professionalism. Our continuing reputation as a Practice that delivers excellent standards of service delivery and client care is critical if we are to retain old clients and win new ones.

As a member of the Practice, we expect to receive your support and compliance with the policies and procedures set down in this Guide.

1.1.1 Use of this Guide

A copy of the Office Guide is issued to every new member joining the Practice. An electronic copy of the Guide is available on the Office Intranet. Hard copies of the Guide, for reference only, are freely available at the Resource Centre or upon request from the [Librarian / Office Manager].

You are expected to be familiar with the policies and procedures set out in this Guide.

1.1.2 Updates to the Guide

The Guide will be reviewed and updated every [12 months] or sooner, if the need arises. Only the [Office Manager], with the consent of the Managing Partner, is authorised to make changes to the Guide; and it is his / her responsibility to ensure that the electronic copy on the Office Intranet and the hard copies at the Resource Centre are up-to-date and contain the most recent amendments.

A notice of each amendment (including any new policies and procedures) and the date on which it will come into force will be issued to every member of the Practice who must initial an acknowledgement sheet to confirm that it has been brought to his / her attention.

To ensure that you refer only to the most up-to-date version of the Guide, you are advised to update your own copy of the Guide each time it is amended or to refer to the electronic copy on the Intranet or the hard copies at the Resource Centre.

1.1.3 Feedback on this Guide

Your feedback on the Guide is encouraged. To submit your feedback, please complete Appendix 1A – "Feedback on Office Guide" and return the completed form to the [Office Manager].

1.1.4 Forms and Templates

The Forms and Templates referred to in each section of the Guide are attached as appendices at the end of the specific section.

Appendix 1A – Feedback on Office Guide

Name: _____	
Date: _____	
Designation: _____	
Department: _____	
Section of Office Guide:	
Recommendation:	
Attachments: YES / NO	

Signature

2 GENERAL

2.1 OUR PRACTICE

[Brief History and Profile of the Practice]

2.2 STATEMENT OF PURPOSE OF THE PRACTICE

[Brief Statement of Purpose]

2.3 SERVICES OFFERED

The Practice aims to offer a high quality legal service and unsurpassed standards of client care to all its clients. Services are offered in the following areas:

[Describe Services Offered]

2.4 BUSINESS PLAN

The Business Plan, Annual Budget, Marketing Plan and other Action Plans for the Practice are formulated by the Management of the Practice and are reviewed periodically.

2.5 MANAGEMENT STRUCTURE

The Managing Partner of the Practice is [].

The Management of the Practice is principally organised through partner meetings which are held [every month / every two months].

The other important managerial and administrative roles are:

Finance Manager	[]
Risk Manager	[]
Office Manager	[]
IT Manager	[]
Book-keeper	[]
Librarian	[]
Training Partner	[]
Information Technology Partner	[]

The organisation chart sets out the chain of management responsibility and accountability of the Practice and is attached as Appendix 2A.

A description of each of the management roles is set out in Appendix 2A.

2.6 PRACTICE STRUCTURE

2.6.1 Departments

The Practice is organised into [number] Departments / Practice Groups according to the [areas of practice specialisation / client industry type and profile]

These are:

[Specify Departments / Practice Groups and Areas of Practice Specialisation]

The Heads of Department are responsible for:

- a. Acceptance or rejection of instructions, including the discontinuation of matters;
- b. The levels of service delivery;
- c. Supervision of and providing guidance to the lawyers and members of staff;
- d. Development of expertise and business;
- e. Financial management; and
- f. Their specific department.

Each Head of Department is supported by an Assistant Head of Department. A list of the current heads and assistant heads of departments is attached as Appendix 2B.

2.6.2 Departmental Meetings

Departmental meetings involving the lawyers and members of staff of that department will be conducted at regular intervals presided over by the Head or Assistant Head of Department. These meetings are intended to be a forum for exchange of news, information and views relating to work in general as well as the practices of the Practice. Your feedback on management policies and procedures are welcome and you should take this opportunity to share them.

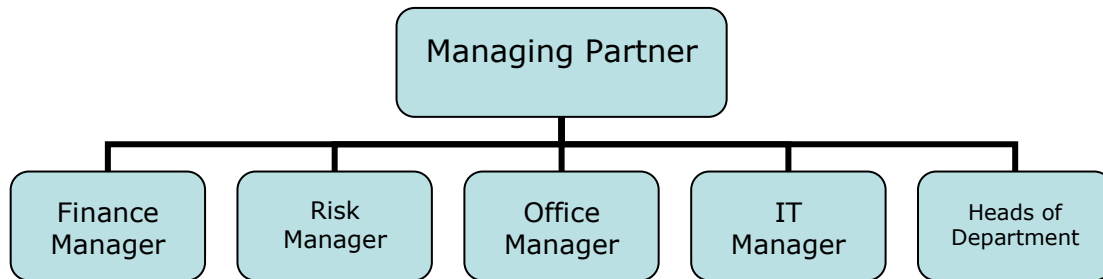
2.7 SUPERVISORY STRUCTURE

Every member of the Practice shall be assigned a direct supervisor. The direct supervisor for each fee-earner shall be a Partner ("the Supervising Partner") of the Practice who bears the following responsibilities in relation to that fee-earner:

- a. Supervise and guide the fee-earner;
- b. Conduct reviews of the files of the fee-earner;
- c. Monitor the workload of the fee-earner to ensure that it is appropriate;
- d. Determine the acceptance or rejections of instructions;
- e. Assist the fee-earner to deal with clients' complaints raised against the fee-earner;
- f. Approve of requests for leave and expense claims.

The name of the supervisor for each member of the Practice shall be specified in the Job Description.

Appendix 2A – Management Structure



Management Roles and Responsibilities

DESIGNATION	RESPONSIBILITIES
Managing Partner	
Finance Manager	
Risk Manager	
Office Manager	
IT Manager	
Librarian / Knowledge Manager	
Bookkeeper	
Training Partner	
IT Partner	
Head of Department – Litigation	
Head of Department – Conveyancing	
Head of Department – Corporate	
Head of Department – Banking and Finance	
Head of Department – IP and Trademarks	

Appendix 2B – Heads and Assistant Heads of Departments

DEPARTMENT	HEAD	ASSISTANT HEAD
Litigation		
Conveyancing		
Corporate		
Banking and Finance		
IP and Trademarks		

3 PERSONNEL RELATIONS

This section sets out the policies and procedures of the Practice relating to:

- a. Contracts of Employment and Job Description;
- b. Recruitment Policies;
- c. Induction Programmes;
- d. Personnel Appraisal;
- e. Personnel Training and Development Programmes; and
- f. Feedback and Communication Policies.

3.1 CONTRACTS OF EMPLOYMENT

A written contract of employment stating the terms of employment must be made between the Practice and each staff or lawyer joining the Practice. The contract of employment is effective from the first day of employment.

All contracts of employment must contain the terms of employment relating to:

- a. Remuneration;
- b. Scope of Duties;
- c. Annual Leave / Sick Leave Entitlement; and
- d. Termination.

3.2 JOB DESCRIPTION

It is the policy of the Practice that all members have agreed job descriptions. These may be any one of the job descriptions contained in Appendices 3A - 3D of this Guide or specifically agreed with the Managing Partner where the job description is more specifically defined to a unique role.

To ensure that the job description is kept up-to-date, the member of the Practice shall be invited to comment on the appropriateness of his or her job description and to suggest any amendments. If considered appropriate by the Managing Partner, the amended job description will then replace the current description on the member's personal file.

3.3 RECRUITMENT POLICIES

The recruitment procedure describes the process by which the skills and experience of candidates are matched with the Practice's specific requirements so that the right appointment will be made.

3.3.1 Recruitment of Lawyer

Recruitment of a new lawyer for the Practice requires approval of the Management. It is the responsibility of the [Head of Department / Managing Partner] to draft the job description and the person specification which should contain:

- a. Educational and Professional Qualifications;
- b. Professional Experience;
- c. Personal Skills (eg, language, industry-specific expertise etc);
- d. Personal Qualifications of Special Importance; and

e. Personal Circumstances and Client Following.

The [Head of Department / Managing Partner] will determine the appropriate strategy for introducing a suitable field of candidates. Selection methods are confined to interviews conducted by the Head of Department and the Managing Partner. The interviewer shall use the Interview Assessment Form attached as Appendix 3E.

References are taken from the candidate at the interview and must be followed up by the Head of Department. The appropriate form is found in Appendix 3F – “Request for Referral”.

3.3.2 Recruitment of Legal Executive / Legal Support Staff

The specific requirements are specified in the job description. Suitable candidates can be fielded from a variety of sources including:

- a. Job Centre / Recruitment Agencies;
- b. Press Advertising; and
- c. Personal Recommendations.

Candidates will be asked to submit a letter of application along with a resume setting out the skills, knowledge and experience they have relating to the requirements of the job. A shortlist will be prepared from the written applications and interviews with candidates on the shortlist will be conducted by the [Office Manager].

If a suitable candidate is decided upon, the Practice shall issue a letter of offer which must include a probationary period of [three] months.

3.4 INDUCTION PROGRAMME

When a new person joins the Practice, it is important that he or she becomes familiar with its policies and procedures as quickly as possible. The aim of the Induction Programme is to assist new members of the Practice integrate into the Practice in the shortest possible time to ensure continuity of service to our clients.

The Induction Programme is set out in the Induction Checklist attached as Appendix 3G. This Checklist sets out the steps to be taken to familiarise the member with the policies and procedures of the Practice. The induction procedures may also be applied to existing members of the Practice when they take up a new position / role within the Practice.

Induction of new staff and lawyers is the responsibility of the Office Manager who is responsible for making sure that all the items on the Induction Checklist are completed. The completed Induction Checklist shall be stored in the member’s personal file.

3.5 PERSONNEL APPRAISAL SCHEME

The Practice operates a Personnel Appraisal scheme for all members of the Practice. The scheme involves an Appraisal Interview by the Head of Department or Supervising Partner in which a review of the past performance of the Appraisee is undertaken and the goals and strategy for the year ahead are established.

3.5.1 Guiding Principles of Personnel Appraisal Scheme

A very important part of the Personnel Appraisal Scheme is that objectives are agreed upon which will provide a framework for the demands of the coming year - including your

continued development as a valued member of the Practice.

The Personnel Appraisal Scheme will operate within these Guiding Principles:

- a. Open – full guidance on the scheme is given in this Guide so that both parties know how it works. Nothing recorded by the Appraiser will be kept secret from the Appraisee as both parties will sign the completed Appraisal Report;
- b. Confidential – only the Head of Department, Assistant Head of Department and Management will have access to the Appraisal Report aside from the Appraiser and Appraisee;
- c. Consistent – the same guiding principles will be used in the appraisal of all members of the Practice. Fee-earners and staff will complete their respective Appraisal Forms;
- d. Objective – the appraisal will focus on actual conduct, performance and personal attributes, not on generalisations or personalities;
- e. Self-Assessment – the member being appraised is encouraged to contribute fully to the appraisal as a form of self-assessment; and to receive the comments constructively in a problem-solving, objective-setting frame of mind; and
- f. Forward Looking – the greatest value of reviewing past performance is to identify the successes which can be built on and problems that can be resolved by both the Management and the member working together. The appraisal will also identify training needs and new opportunities for personal development.

3.5.2 Frequency and Date of Personnel Appraisals

Personnel Appraisals will take place in [month] every year.

3.5.3 Responsibility

The Appraisal will be conducted by the Head of Department or the Supervising Partner.

The Office Manager will have the overall responsibility for administering the appraisal procedures.

3.5.4 Personnel Appraisal Forms and Procedures

These procedures define the scope of responsibilities and set out the processes for conducting the Personnel Appraisal:

- a. A Pre-Appraisal Questionnaire (Appendix 3H) will be issued to you at least two weeks before the date of your appraisal interview;
- b. You will be kept informed of the date and time of the Appraisal Interview; and
- c. The Appraiser should ensure that sufficient time is allocated for the interview and that neither party is interrupted during the course of the interview.

Using the Personnel Appraisal Report as a guide, the appraisal interview should cover these four key elements:

- a. Review of the Job Description;
- b. Review of the member's achievements for the Past Year, including (for fee-earners) the achievement of time recording, billing and fees collected targets for the year;
- c. Agreed objectives and plan for the next year; and
- d. Identification of appropriate training or development needs.

3.5.5 Personnel Appraisal Report

On completion of the Appraisal Interview, the Appraiser will complete the Personnel Appraisal Report. Two copies are signed - one copy is retained by the Practice and the other is given to you. The Appraiser will hand the completed and signed report to the Managing Partner. This Report will be filed in your personal file.

The Personnel Appraisal Report is found in Appendix 3I.

3.5.6 Follow Up Action

It will be the immediate responsibility of the Appraiser to follow up with any action that was agreed as part of the appraisal which may necessitate discussion with the Managing Partner / Office Manager or Training Partner to be raised at the next management meeting. The Appraiser will keep you informed of follow-up action being taken.

3.6 TRAINING AND DEVELOPMENT PROGRAMME

The Practice aims to maximise job satisfaction and performance levels of all its members through providing appropriate training.

3.6.1 Objectives of Training Programme

The Practice regards the training and development of its members as being vital to its future and to achieving its practice goals. It is the policy of the Practice to ensure that all members of the Practice are competent to perform the tasks that they are responsible for and that professional development is continually addressed in a manner which is appropriate to a dynamic and progressive Practice.

3.6.2 Responsibility

The Training Partner is responsible for planning, coordinating and overseeing the training needs of each member of the Practice. He / she will also present an annual training budget and an implementation plan for approval by the Management.

3.6.3 Identification of Training Needs

Training needs are identified at Personnel Appraisal interviews. Further, training needs may also be identified during normal business operations. All members of the Practice are encouraged to be on the look out for appropriate training activities and courses that would further develop their skills and professional expertise.

An application to attend an appropriate training course may be made to the Training Partner by using the Members' Training Request Form found in Appendix 3J.

3.6.4 Training Attendance and Records

All members who have been granted permission to attend a training course must be present for the duration of the course. Upon completion of the training, you must confirm your attendance at the course and complete a Course Evaluation Form found in Appendix 3K.

3.7 FEEDBACK

The Practice aims to establish an environment that:

- a. Fosters open and regular communication between the Management and other members of the Practice; and
- b. Encourages a culture of feedback that results in continuous improvement to internal processes and improvement of the working lives of all members of the Practice.

3.7.1 Staff Focus Group Meetings

The main communications strategy for members of staff is the operation of a staff focus group, which meets regularly once every quarter on [month]. The meeting is open to all members of staff and everyone is encouraged to attend.

The Staff Focus Group meetings are presided over by elected representatives who will present the feedback and suggestions for improvement to the [Head of Department / Managing Partner].

Suggestions on issues or areas of interest for discussion at the Staff Focus Group meetings should be provided to the designated Focus Group Coordinator prior to each meeting.

The aim of the Staff Focus Group Meeting is to provide a platform for:

- a. Members of staff to provide feedback to the Management;
- b. Members of staff with key responsibilities (eg, IT, Office Administration, File Opening, HR etc) to inform staff of changes or new procedures in these areas; and
- c. Members of staff who have attended training or who have experience to share to disseminate their training / experience to other members.

3.7.2 Staff Survey Form

A Staff Survey will take place annually. The aim of this survey is to obtain feedback and suggestions for improving the internal processes and working conditions of the Practice. All staff must complete and return the form within [one month] from the date of issue of the survey.

The Staff Survey Form is attached as Appendix 3L.

The results of the Staff Survey will be disseminated and openly discussed at the next Staff Focus Group Meeting after the conclusion of the Survey.

Appendix 3A – Job Description for Legal Support Staff

Name and NRIC No.:	<hr/>
Department:	<hr/>
Reports To:	<hr/> [Name of Supervising Partner]
Category:	<hr/> Staff
Head of Department:	<hr/>
Job Specification:	<hr/> Legal Support Staff

General Description: To provide cost-effective administrative and secretarial support to [name of Supervising Partner] and other lawyers in the team in the work of the department.

Key Tasks: Undertake certain elements of fee-earning work under supervision. In particular:

File Opening Procedures, including conflict checks and client / matter data input.

Generating suitable client care correspondence.

Drafting standard documentation.

Attending to routine client enquiries and communications.

Preparing invoices and statements of accounts.

Scheduling appointments and diary entries for Key Dates.

Managing matter deadlines, monitoring progress of matter and generating matter status reports.

Managing case closure and archiving process.

The jobholder is not designated as a matter handler for file review purposes and does not therefore have her / his own file caseload.

Person Specification: The main qualifications for this position are:

Prior working experience of [type] work over a [number] year period in a law practice.

Display a pleasant, but confident manner in dealing with colleagues and clients. Tact and resilience are essential qualities.

An effective communicator, both orally and in writing, having a good command of English [and other languages].

Efficient and well organised, with good control of diary systems.

Excellent Word Processing skills and familiarity with [name of

Practice Management / Matter Management System] is a bonus.

Appendix 3B – Job Description for Administration Staff

Name and NRIC No.:	<hr/>
Department:	<hr/>
Reports To:	<hr/> [Name of Supervising Manager]
Head of Department:	<hr/>
Category:	<hr/> Staff
Job Specification:	<hr/> Administration Staff
	<hr/> Key Tasks: Undertake administrative and operational tasks under supervision. In particular:
	Typing and data input
	Preparing post for despatch
	Acting as relief receptionist
	Assisting in court documentation, including preparation of court documents
	Providing assistance in any operational and administrative capacity
	Key tasks for book-keeper / cashier: Trained in the principles of book-keeping and preferably with sound experience in legal cashiering. To undertake:
	Daily banking functions including bank reconciliations.
	The administration and reconciliation of petty cash.
	The processing of client and office accounting transactions including postings.
	The preparation of cheques.
	The processing of bank transfers.
	The control of designated client deposit accounts.
	The preparation of credit control advice.
	The administration of the purchase ledger.
	Financial management reporting as required.
	The preparatory work for the annual accounts.
	Central Provident Fund Contribution system.

GST administration and returns.(where appropriate)

Administration of practising certificates, professional indemnity insurance.

Person Specification: Smart in appearance and manner and has a willingness to learn administrative skills in a professional office.

[specify qualification / educational certificates required]

Appendix 3C – Job Description for Legal Assistant

Name and NRIC No.:	<hr/>
Department:	<hr/>
Reports To:	<hr/> [Name of Supervising Partner]
Head of Department:	<hr/>
Category:	<hr/> Fee-earner
Job Specification:	<hr/> Legal Assistant

To undertake fee-earning work and provide a profitable contribution to the work of the department. In particular:

To manage all client work allocated by [Supervising Partner] or other partner, and in accordance with detailed procedures and quality standards contained in the Practice's Office Guide.

To ensure that all client work is progressed expeditiously and that the client is kept regularly informed on progress and costs.

To exercise high standards of client care in a professional and pleasant manner at all times.

To ensure confidentiality and security of all of the Practice's and client documentation and information.

To achieve agreed levels of billing and time recording.

In close liaison with the Accounts Department to be responsible for overall responsibility for credit control on own matters.

To comply with the Legal Profession (Professional Conduct) Rules, Legal Profession (Solicitors' Accounts) Rules, Legal Profession (Deposit Interest) Rules, and Conveyancing and Law of Property (Conveyancing) Rules.

To maintain clear and precise communications with other personnel of the Practice.

To ensure good working relationships with external institutions and organisations.

To supervise, support and develop immediate support staff.

To take responsibility for and attend to self-development.

In conjunction with the Practice, to comply with the relevant training requirements of the Law Society and to assist with in-house training as may be required.

In liaison with the Head of Department and other partners, to be active in promoting the services of the Practice and its image and

ethos.

Specific responsibilities – [Specify specific tasks]

Person Specification: Admission as an Advocate and Solicitor of Singapore.

Minimum of ____ years' post-admission experience in [specify areas of practice].

Excellent word processing and communication skills in English, Chinese [other languages] is required.

[specify other requisite skills and experience]

Appendix 3D – Job Description for Salaried Partner

Name and NRIC No.:	<hr/>
Department:	<hr/>
Reports To:	<hr/> [Name of Head of Department]
Head of Department:	<hr/>
Category:	<hr/> Fee-earner
Job Specification:	<hr/> Partner

The commitment of a partner is beyond that expected of an employee. A partner is a prime fee earner as well as involved in the management of the Practice. A partner is expected to devote such hours as are required to carry out the full role of a partner including the duties summarised in this document.

A partner must undertake fee-earning work and provide a profitable contribution to the work of the department as well as undertake management responsibilities and business development activity to ensure the successful development of the Practice in line with its business plan.

Key Roles and Responsibilities:

Administrative

To undertake compliance with and to be fully aware of all aspects of requirements imposed on a Partner by relevant legislation and Practice Directions, Rulings and Guidance Notes.

To comply faithfully in all respects with the impositions of the partnership deed and all resolutions, directions or request from any body or group exercising delegated authority of the partners.

To encourage and promote the image and ethos of the Practice.

To seek actively ways to contribute to the continuing evolution and development of the Practice.

To have special regard for the needs and interests of any member of staff within an area of responsibility delegated to the partner.

To advise and supervise any member of staff and especially within an area of responsibility delegated to the partner.

To contribute towards training both in respect of staff and own self-development.

To undertake both staff and partner appraisals.

To communicate the needs of the partnership especially to all members of the staff within an area of responsibility delegated to

the partner.

To undertake any specified management responsibility.

To be familiar with and comply with the requirements of the Practice's Office Guide and Quality Standards procedures.

Fee-earning:

To ensure the confidentiality and security of all Practice and client documentation and information.

To maintain high standards in the processing of client work, both in respect of professional standards and client care.

To maintain good professional working relationships with external institutions and organisations.

To adhere to agreed practice procedure as determined from time to time.

To achieve agreed financial targets, both in respect of fee income and the recording of chargeable hours.

To provide advice, guidance and thorough supervision to subordinate fee-earners and support staff within an area of responsibility delegated to the partner.

To develop leadership skills and the ability to optimise team performance.

Through training and other means, to keep fully up to date with relevant legislation and practice.

To monitor and help develop systems and procedures within the partner's work area, including the use of technology.

To market the Practice's client services.

To assist in the development of new products and service opportunities.

Special duties:

[Specify any special duties, responsibilities or appointments of the partner]

Person Specification: Admission as an Advocate & Solicitor of Singapore.

Minimum of ____ years' post-admission experience in [specify areas of practice].

[specify other fee earning capacity or goodwill]

Appendix 3E – Interview Assessment Form

VACANCY FOR:	NAME OF CANDIDATE:

FACTOR	COMMENTS	RATING**				
		**A=Excellent, B=Good, C=Average, D=Poor, E=Very Poor				
		A	B	C	D	E
Qualification						
Training						
Knowledge and Skills						
Relevant Experience						
Personality						
References: 1. 2.						
Recommendation and Actions: 						

INTERVIEWER / HEAD OF PANEL:	DATE OF INTERVIEW:

Appendix 3F – Request for Referral

Dear Sir / Madam

Re: Reference Request

Mr / Mrs / Miss / Ms [*name*] has applied for the position of [*specify*] in our Practice.

Mr / Mrs / Miss / Ms [*name*] has given us permission to contact you and any information you provide will be treated in strict confidence.

I would be grateful if you could provide us with details of his / her position in your organisation and comment on his/her suitability for the position applied for.

Please provide any additional information which would be relevant to this reference.

Yours faithfully,

Appendix 3G – Induction Checklist

PRIOR TO START DATE	
Prepare Office Guide and Other Notices / Memos	Yes / No
Prepare Stationery and Access Card / Passwords / Other Authorisation	Yes / No
Prepare Desk and Workstation	Yes / No
Brief Department / other staff	Yes / No
Arrange Training for – Practice Management and Legal Accounting System (PMS), Telephone, Office Intranet, Email / Internet Use	Yes / No
Schedule appointments to meet key colleagues and Partner / Head of Dept	Yes / No
DAY ONE	
Welcome to the Practice and Introduction to lawyers and staff	Yes / No
Issue Office Guide and Access Card / Passwords etc	Yes / No
Discussion on Professional Standards	Yes / No
Discussion on Practice Policies and Procedures	Yes / No
Briefing by IT Manager on IT Policies & Procedures	Yes / No
Briefing on Personnel Policies - salary, leave, expense claims, feedback	Yes / No
Introduction to Job Description	Yes / No
Introduction to Personnel Appraisal Process	Yes / No
Training Plans and Arrangements	Yes / No
MONTH ONE	
Review of the Job Description	Yes / No
Discussion on Personal Goals and Practice Objectives	Yes / No
Agree Training and Development Plan to meet Practice Objectives	Yes / No

Appendix 3H – Pre-Appraisal Questionnaire

Appraisal of: _____ Appraisal By: _____
(Name of Appraisee) (Name of Appraiser)

Job Title: _____ Date: _____

Department: _____

In order to prepare for your appraisal meeting, please spend a little time considering the issues raised in this form. You should note your comments so that you will be able to discuss the issues raised. This form will not be taken in by the person conducting your interview and does not form part of the formal record of the interview.

The appraisal meeting is your opportunity to:

- a. Discuss your work and how it fits in with the work of the team that you belong to and the Practice;
- b. Agree on possible improvements to your role and the means by which improvements will be achieved; and
- c. Decide what training might be appropriate during the year ahead.

At your appraisal meeting a report form will be filled in. You will see this report and you should sign it only if you agree with the comments contained in it.

Job Description:

You will find attached to this form a copy of your current job description. Is this a fair and correct description of your role or does it need amending? If so, how?

Your Work:

What do you like best about your job?

And what do you like least about your job?

(Fee-earners and Managers only) Financial Targets:

Review the attached reports on time recording, billings and fees collected budgets vs actual performance, and consider the factors which enabled you to meet or not meet each of these targets.

Your Team:

How could your job be reorganised to make it more satisfying for you and / or more effective for the Practice?

Would you benefit from changed supervisory arrangements? If so, what changes would you suggest?

Your Goals / Personal Development:

Are there any personal goals that you would like to set for yourself over the next year? If so, what are they?

In which areas would you welcome training, if any?

Your Appraisal Interview is scheduled to take place on: _____

Appendix 3I – Personnel Appraisal Report

This form will form the basis of discussion between yourself and the Appraiser. It will then be a formal record of the appraisal interview. Appraisers should not record comments unless they have been discussed and, preferably, agreed. If agreement is not possible please set out the different views held.

Appraisees are asked to sign the form at the end. This Report, once completed, will be kept strictly confidential between the management and yourself.

Appraisal of: _____ (name of Appraisee)	Appraisal By: _____ (name of Appraiser)
Job Title: _____	Date of Appraisal _____
Department: _____	
Job description: Do you consider that the current job description is in need of amendment? If so, please note the required changes here.	
Competence and Expertise:	
Knowledge of the Practice and Compliance with Policies and Procedures:	
Volume and Organisation of Work / Ability to Meet Deadlines / Reliability:	
(Fee Earners Only) Problem Solving and Decision Making Abilities:	

(Fee Earners Only) Ability to Meet Financial Targets:

Relationship with Colleagues / Teamwork:

Communication:

Please comment on communication, both written and verbal, with colleagues, clients and others.

Personal Goals:

In the light of the above, please try to agree on a number of performance objectives. Please be as specific as possible and put a time limit on each.

- 1.
- 2.
- 3.

What training might assist in achieving the objectives set out above?

- 1.
- 2.

General Comments by Appraiser:

Signed by Appraiser:

Date _____

General Comments by Appraisee:

Signed by Appraisee:

Date _____

Future Action (if any):

- 1.
- 2.
- 3.

Comments from Management and Overall Report:

Appendix 3J – Training Request Form

Name of Proposed Course:

--

Subject Matter:

--

Course Provider:

--

Venue:

--

Date and Duration:

--

What will you learn from this course?

--

How will the Practice benefit from this course?

--

Signed by Applicant:

--

Name of Applicant:

--

Date of Request:

--

Appendix 3K – Course Evaluation Form

Name of Course:

--

Trainee:

Department:

Date of Course:

I did not attend this course because:

I attended this course and append my evaluation below:

1. Relevance to my work:	
1 2 3 4 5	
Not Relevant Very Relevant	
2. Quality of Course Content:	
1 2 3 4 5	
Poor Excellent	
3. Quality of Course Presentation:	
1 2 3 4 5	
Poor Excellent	
4. Quality of Course Administration:	
1 2 3 4 5	
Poor Excellent	
5. Meeting My Learning Objectives:	
1 2 3 4 5	
Not met Well met	
6. Overall Comments / Recommendations	

Appendix 3L – Staff Survey Form

We would like to know how you feel about working for the Practice, and how we can improve the way we operate to benefit both staff and clients. We would be grateful if you could help us by completing this survey form and submitting it to the Office Manager in the enclosed envelope. Your comments on the Form will be kept confidential.

Q1 Are there any improvements to the way in which you work that would make you more efficient?

Q2 Do you possess skills, knowledge or experience which are not optimally used in the Practice?

Q3 Does your job description properly describe your duties and responsibilities?

Q4 Do you feel out of depth or that you need more supervision or guidance?

Q5 Do you feel ready to take on other responsibilities? State them here.

Q6 Do you feel that the Practice adequately communicates information to all staff?

Signature:

Date : _____

Name of Staff:

4 OFFICE ADMINISTRATION

This section sets out the policies and procedures relating to the general office administration, in particular:

- a. The role and responsibility of the Office Manager;
- b. Office Premises and Security;
- c. Stationery and Office Equipment;
- d. Mail, Facsimile and Courier;
- e. Telephone Directory;
- f. Office Intranet;
- g. Application for Leave;
- h. Overtime Pay, Reservist Pay; and
- i. Travel Expenses and Other Claims.

4.1 THE OFFICE MANAGER

The Office Manager is responsible for all administrative and operational tasks related to the running of the Practice.

4.2 OFFICE PREMISES

The Practice operates out of premises at [Address of Office; if operating branch offices – also state them here] (“the Office”). The building in which the Office is located and its common areas are maintained by the Landlord, [name of Landlord].

4.2.1 Security of Office Premises

The Office is protected by [name of system], security access and burglar alarm system.

Access to the Office is through your Security Access Card issued to you when you join the Practice. Your Security Permitting Access Card is issued to you personally and you are strictly prohibited from sharing your card or permit with any third party to use the card. You are responsible for keeping your Security Access Card safe at all times. Lost cards must be reported to the Office Manager immediately and a penalty for the cost of replacement of the lost card may be imposed on you.

Only the front door leading to the Reception will be open during normal office hours. All side doors to the Office are self-locking. You must use your Security Access Card to gain access to the Office from these doors or through the front door outside of normal office hours.

4.2.2 Power Off

You are responsible for ensuring that your workstation and the lights and other equipment in your section are turned off at the end of every work day.

4.2.3 Health and Safety at Work

Our Practice has a general policy to as far as we are able, you have a safe and comfortable environment in which to work. We are not aware of any unusual hazards to your health and safety and provided that reasonable care and common sense is used in handling the office equipment, there is nothing more dangerous encountered here than you would encounter in your own home.

4.2.4 Fire Safety

The Building is protected by [name of fire safety policies]. As part of the system, fire detectors located within the Office premises will detect a fire and turn on the fire sprinkler system automatically. The Landlord is responsible for ensuring that the fire detectors / sprinklers and fire alarm system in the Building is operational at all times.

Routine fire drills are conducted by the Landlord. You are requested to participate in the fire drills and to familiarise yourself with the fire safety and evacuation procedures issued by the Landlord.

In the event of a fire, raise the alarm immediately and do not attempt to put the fire out in disregard for your own personal safety. You are required to comply with the Fire Safety and Evacuation procedures issued by the Landlord.

4.2.5 Theft of Personal Belongings

You are responsible for the security of your own personal belongings which you bring into the Office Premises. The Practice keeps an insurance cover primarily for the property of the Practice and will not necessarily cover your personal belongings.

4.2.6 No Smoking Policy

The Practice operates a strict “no smoking” policy throughout the Office Premises including the common areas leading to the Office Premises (including the lobby areas and the stairwell). This policy applies to Clients as well as employees, and should be requested politely to refrain from smoking if they attempt to do so.

4.3 STATIONERY

The Office Manager is responsible for the stock control of all items of stationery.

If you need stationery, you are required to submit a Stationery Request form describing the item and quantity that you need. A copy of the Stationery Request form is attached as Appendix 4A.

Only the Office Manager has authority to place orders with the designated Stationery Suppliers. He / She is also responsible for making regular stock checks and replenishing stock of any item that is running low.

4.4 OFFICE EQUIPMENT

The Practice has made and continues to make a substantial investment in a wide range of office technology and hardware to facilitate your work and to make working life easier for you.

The policies and procedures relating to the maintenance and handling of office equipment is found in Section 5 on “Technology Systems and Use”.

All faults on office hardware and equipment must be reported to the Office Manager at once. Refer to Section 7 (on Outsourced Services) on the procedure for reporting faults and requesting for services from Outsourced Service Providers.

4.5 BOOKING OF MEETING ROOMS / PRESENTATION EQUIPMENT

Meeting / Conference rooms and other shared facilities, such as the digital LCD projector, must be reserved in advance by informing the Receptionist who will let you know at the time of booking whether or not it is available on the day and at the time you need it. If your meeting is thereafter cancelled or postponed, please inform the Receptionist of the cancellation or change.

4.6 MAIL, FACSIMILE AND COURIER

4.6.1 Incoming Mail and Facsimile

All incoming mail is opened by the Mail Clerk and distributed to the fee-earner or his / her secretary to whom the correspondence is addressed. Incoming faxes must be collected from the specified fax machine operating in your department.

Where it is not possible to identify the intended recipient of an incoming mail or fax (e.g. where there is no reference), it will be placed in the "Undistributed Mail" folder. The Mail Clerk will attempt to ascertain the lawyer in charge of that matter by referring to the client / matter database, or by making a telephone call to the sender.

4.6.2 Outgoing Mail and Facsimile

All letters issued by the Practice must be on the Practice's letterhead and signed off by the lawyer in charge of the matter. All outgoing faxes must contain the prescribed facsimile cover and signed off by the lawyer in charge of the matter. Both letters and faxes must contain the prescribed sign-off; a sample is contained in Appendix 4B.

There are two daily despatches of mail [at 10 am and 3pm daily]. You are responsible for ensuring that your mail is duly sent to the Despatch Centre at the Reception before those times.

The Practice is a subscribing member of PDX. Please use the PDX system for sending mail to other parties who are also members of PDX as this is quicker than normal mail. The procedure for sending mail by PDX is attached as Appendix 4C.

4.6.3 Courier Services

The Practice uses [name of local courier service] for courier services to local addresses and [name of international courier service] for international courier services to overseas destinations.

The procedure for sending mail by courier is attached as Appendix 4D.

4.7 TELEPHONE SYSTEM AND DIRECTORY

Procedures and Guidelines for using the Practice's [PABX / Phonenet / Name of System] telephone system to pick up / redirect calls / set voicemail messages is attached as Appendix 4E.

The Practice's internal telephone directory is available for reference and attached at Appendix 4F – "Telephone Directory". Access to all extensions is available on your

telephone and is [dailed directly / prefixed by #____]

4.8 OFFICE INTRANET

The Office Intranet has been set up to provide an easy means of relaying information quickly to all Members of the Practice. You are expected to refer to it daily for updates on policies and procedures, forms and directory listings.

The Office Intranet is also used by the Librarian to inform members of the Practice on changes in the law, cases that the Practice is involved in and other useful professional updates.

If you have informaton which you think would be useful to your colleagues, you are encouraged to put it up on the Office Intranet. Please send the information to the Librarian.

4.9 APPLICATION FOR LEAVE

4.9.1 Annual Leave

The number of days of Annual Leave you are entitled to is governed by your contract of employment with the Practice.

Subject to prior agreement by your Supervising Partner, there is generally no restriction on when the holidays may be taken or the number of days leave taken at one time; however you are required to give not less than [] days notice if the period of leave is more than [] days and not less than [] days notice is for leave periods lesser than [] days. Unused Annual Leave entitlement for that year [may / may not] be carried forward to the next year.

For all requests to take Annual Leave, you are required to submit a Leave Application Form – Appendix 4G – which must be approved and signed by your Supervising Partner and then submitted to the Office Manager who is responsible for recording the details in a register.

4.9.2 Compassionate Leave on Special Grounds

Paid Leave which is not part of your Annual Leave entitlement in your Employment Contract may be given at the discretion of the Management in certain circumstances, such as bereavement or emergencies.

4.9.3 Leave of Absence for Official Reasons

If you are required to be absent from the Office for business or official reasons such as reservist training, legal conferences or onsite client attachments, you should notify your Supervising Partner as soon as the dates and the period of absence is confirmed.

4.9.4 Sick Leave

You are required to report all periods of sick leave to the Office Manager by submitting the form attached as Appendix 4H – “Sick Leave Notification Form” together with a valid medical certificate from the Practice’s doctor.

4.10 OVERTIME PAY

When any member of Staff is required by a Partner to work overtime, he or she is entitled to overtime pay [at the standard rate of S\$__ per hour / as stated in the Employment Contract] or, alternatively, time off in lieu may be taken by arrangement with the authorising Partner. However, all overtime must be authorised by the authorising Partner and approved by the Head of Department in the form given in Appendix 4I.

4.11 TRAVEL AND OTHER EXPENSE CLAIMS

All claims for travelling and other expenses must be accompanied by the receipt and approved by your direct supervisor in the Claim Form in Appendix 4J.

4.12 RESERVIST PAY

If you are called up for reservist in-camp training, you must notify the Office Manager as soon as the dates of your training are known so that an application can be made on your behalf for reservist pay.

Appendix 4A – Stationery Request Form

Request By:

Date:

Department:

Description of Items Requested	Quantity

Confirmed Received:

Date:

Appendix 4B – Letterhead / Facsimile Cover and Sign-Off Template

PRIMELAW CHAMBERS LLP	
Advocates & Solicitors Commissioner for Oaths	
Our Reference:	800 Robinson Road #01-08 Singapore 123456 www.primelawchambersllp.com
Your Reference:	Tel: (65) 6123 4567 Fax: (65) 6123 7654

Footer:

PRIMELAW CHAMBERS LLP (Registration No. A12345678) is Registered in Singapore with Limited Liability
Service of Court Documents by Facsimile Transmission is Not Accepted.

Facsimile Cover

PRIMELAW CHAMBERS LLP			
Advocates & Solicitors Commissioner for Oaths			
FAX			
TO:	FROM:		
FAX:	PAGES:		
PHONE:	DATE:		
RE:	CC:		
<input type="checkbox"/> Urgent	<input type="checkbox"/> Copy Only	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Reply
This fax transmission is for the intended recipient only. If you have received this is error, please call +65 6123 4567			

Sign Off Template

Yours Truly,

[Writer's Name]

[Writer's Email]

Appendix 4C – PDX Procedures for Outgoing Mail

[Attach copy of Practice's standard procedure for outgoing mail using PDX]

Appendix 4D – Procedures for Deploying [Name] Courier Service

[Attach copy of Practice's standard procedure when using a courier]

Appendix 4E – Operating Procedure for [Name] Telephone System

[Attach copy of Practice's telephone system operating procedure]

Appendix 4F – Practice Telephone Directory

[Attach copy of Practice's telephone directory]

Appendix 4G – Annual Leave Application Form

To:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> (Supervising Partner / Office Manager)	Date:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
RE:	Application for Annual Leave		
	I hereby submit my request for annual leave for the following dates:		
	<div style="border-bottom: 1px solid black; width: 100%;"></div> to <div style="border-bottom: 1px solid black; width: 100%;"></div> (inclusive);		
	comprising <div style="border-bottom: 1px solid black; width: 100%;"></div> working days.		
	My Leave Cover is: <div style="border-bottom: 1px solid black; width: 100%;"></div>		
Signed:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	Name:	<div style="border-bottom: 1px solid black; width: 100%;"></div>
		Department:	<div style="border-bottom: 1px solid black; width: 100%;"></div>

RESPONSE CONFIRMATION:

<input type="checkbox"/>	Agreed	
<input type="checkbox"/>	Agreed with Conditions:	<div style="border-bottom: 1px solid black; width: 100%;"></div>
<input type="checkbox"/>	Not Agreed because:	<div style="border-bottom: 1px solid black; width: 100%;"></div>

Leave Allowance for 20__

☐

Remaining Allowance:

☐

for 20__

Signature of Supervisor:

Confirmed Recorded:

Date:

Appendix 4H – Sick Leave Notification Form

To:	<div></div>	Date:	_____
	(Supervising Partner / Office Manager)		
RE:	Notification of Absence Due to Illness		
	Please note that I was absent because of illness on the following working days:		
	_____ to _____ (inclusive);		
	comprising _____ working days.		
	I enclose a medical certificate from _____		
Signed:	<div></div>	Name:	_____
		Department:	_____

Appendix 4I – Application for Overtime Pay

To:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	Date:	<div style="border-bottom: 1px solid black; height: 20px;"></div>
	(Supervising Partner / Office Manager)		
RE:	Application for Overtime Pay		
	I hereby submit an application for Overtime Pay for the following period:		
	<div style="border-bottom: 1px solid black; width: 100%;"></div> to <div style="border-bottom: 1px solid black; width: 100%;"></div> (inclusive);		
	comprising <div style="border-bottom: 1px solid black; width: 100%;"></div> working hours.		
Signed:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>	Name:	<div style="border-bottom: 1px solid black; width: 100%;"></div>
		Department:	<div style="border-bottom: 1px solid black; width: 100%;"></div>

RESPONSE CONFIRMATION:

☐ Agreed

☐ Agreed with Conditions:

☐ Not Agreed because:

Signature of Supervisor:

	<div style="border-bottom: 1px solid black; height: 20px;"></div>
--	---

ACCOUNTS CONFIRMATION:

Standard Overtime Rate:

\$		X		=		\$
----	--	---	--	---	--	----

Confirmed Recorded:

Appendix 4J – Expenses Claim Form

Claim by:		Date:	
Designation:			
Department:			

DESCRIPTION OF CLAIM**	AMOUNT	APPROVED BY

**Notes:

1. All claims must be accompanied by the relevant receipt.
2. Please insert details of claim – if entertainment expenses, state client / prospects name, time and event; if travelling expenses, state matter no, destination and mode of travel.

Signed:

--

ACCOUNTS CONFIRMATION

Total Claim: S\$_____

Recorded: _____

5 TECHNOLOGY SYSTEMS AND USE

The Practice has installed and made provision of IT systems and services to facilitate efficient and timely delivery of legal services to our clients. The Practice is committed to continually updating and improving its IT systems for the benefit of the Practice as well as to improve the working life of its members.

These Policies:

- a. Describe the roles and responsibilities of the IT Manager and the IT Department; and
- b. Prescribe the guidelines and parameters of use that govern each type of IT facility or service.

5.1 IT DEPARTMENT AND MANAGER

The IT Manager is overall responsible for the management and operation of the Practice's IT systems including computer hardware, networks, software applications and services installed within the Practice as well as provided through Application Service Providers (collectively referred to as "the Practice's IT Systems"). In this role, he or she is assisted by a team of IT support staff comprising [number] IT professionals.

The IT Manager's duties include:

- a. General maintenance and system housekeeping to ensure that the Practice's IT Systems are operating optimally, including adhoc troubleshooting and disaster prevention;
- b. Keeping an inventory of the Practice's IT Systems, software license agreements (including version number, upgrades and register of authorised users), user logs, helpdesk and troubleshooting reports; and conducting regular technical audits of the Practice's IT Systems to ensure that the inventory is complete and up to date;
- c. Being responsible for the Practice's overall IT strategy and planning – including a yearly review of the Practice's IT needs and resources, drawing up an IT Budget, wish list and Implementation Plan, and making recommendations in relation to new legal technology;
- d. Being responsible for all data backups, data security (including anti-virus and firewalls) and implementing a disaster recovery plan;
- e. Primary liaison between the Practice and 3rd party IT Service Providers or Application Service Providers related to the Practice's IT Systems; and
- f. Devising and implementing a continuing IT Training programme to improve the IT skills of the members including enabling more effective use of the Practice's IT Systems.

5.2 SECURITY OF IT SYSTEMS

To maintain the integrity of the Practice's data and to ensure that the Practice's IT Systems operate with optimal efficiency in a malware-free environment, these policies and procedures set out the areas of personal responsibility in relation to the same.

In this paragraph, the "IT Department" refers to the IT Manager and the support staff working under the IT Manager.

5.2.1 Passwords

You have been issued passwords that allow you access to one or more of the following facilities in the Practice - your workstation, your email account, designated folders in the shared drive [set out facilities here – eg, document management system (DMS), eLitigation,

search facilities ... etc]. These passwords are issued to prevent unauthorised use of these facilities by third parties. It is your responsibility to keep your password(s) secure. You will be prompted by the network server to change your password every [] months. Please do so when prompted. You are requested not to "recycle" your passwords.

You are advised to use a strong password with the following criteria:

- a. Minimum 8 characters
- b. Includes numbers, symbols, upper-case letters and lower-case letters
- c. Is not a dictionary word or combination of dictionary words
- d. Does not rely on obvious substitution. Do not use common substitutions, either – for example, "H0use" isn't strong just because you've replaced an o with a 0.

Do not disclose your password or otherwise enable access to secure facilities to unauthorised third parties, regardless of whether they are a member of the Practice. If you have reason to believe that your password is no longer secure, or you have lost your password, you must send a request to the IT Manager to disable the lost password and to re-issue you with a new one.

5.2.2 Data Back Up Policies

The IT Department is responsible for devising and implementing a data back up and recovery plan as set out in Appendix 5A – "Data Backup Policies". Automated backup procedures are scheduled daily on the data stored in the Practice's network servers. Your responsibility is to ensure that all matter work is saved in the [name of document management system / or appropriate matter folders in the Practice's network server] as soon as it is completed. Non-matter work should also be saved in the Practice's network servers as far as possible. In the event you have "lost" data due to PC failure or other reasons, you may approach the IT Department for the most recent backed-up copy of the data.

Documents or data that are not saved in the Practice's network servers will not be backed up by the IT Department.

5.2.3 No Unauthorised Software Programs

You are not permitted to download from the Internet or install through CD Rom or other removable media any software programs into the Practice's IT Systems (whether licensed or not). If a software program is required to be installed in the course of your work, make your request known to the IT Manager who will be responsible for evaluating the software and making the appropriate recommendation. The IT Department shall be responsible for all downloads and installations of software.

5.2.4 Download or Installation of 3rd Party Materials

Where, in the course of your work, you need to download material from the Internet, in an email attachment or CD Rom or other removable media, (other than text files from parties known to you and are involved in an ongoing matter or from trusted sites), you must seek and obtain authorisation from the IT Department who will carry out appropriate anti-malware scanning and ensure that safeguards against malicious software codes are in place prior to the download.

5.2.5 Anti-Malware Software

The Practice's IT Systems are protected by [name of anti-malware software] and regular updates are supplied under the terms of the licence. The process of updating the malware definitions in your workstation will be automated as far as possible; however, there may be occasions where you will be required to activate the anti-malware update on your own workstation. In such situations, you will be given instructions to do so by the IT Department. Please extend your fullest cooperation to ensure that anti-malware updates are routinely activated on your workstation.

5.2.6 Stay Alert to Security Risks

To keep the Practice's IT Systems malware-free, exercise caution when opening email messages from unidentified parties. Do not open any email attachment unless you recognise the sender AND you are expecting an attachment from the sender. Delete suspicious emails from your mailbox or alert the IT Department who will undertake the appropriate course of action in respect of the same.

Keep the IT Department informed if your workstation ceases to function with the same degree of efficiency or fails to perform requested functions. Do not attempt to troubleshoot on your own without reference to or support from the IT Department.

5.3 USE OF PRACTICE'S IT SYSTEMS

In this section, the term "the Practice's IT Systems" includes the office equipment such as photocopiers, scanners, projectors, eLitigation system, telephone system etc.

5.3.1 Misuse of Practice's IT Systems

The Practice has made, and continues to make, a substantial investment in the upgrade and renewal of the Practice's IT Systems. You are expected to exercise an appropriate degree of care when handling such equipment. Wanton misuse of the Practice's IT Systems resulting in damage or loss is tantamount to misconduct which may result in disciplinary action and the imposition of restrictions on your use of the system.

5.3.2 Reporting Faults

All faults on the Practice's IT Systems should be reported to the IT Department at once. It is especially important that you take a shared responsibility for reporting faults on common user items of equipment within the Practice so that these faults will receive attention at the earliest opportunity.

5.3.3 Inappropriate Use

The uses of the Practice's IT Systems to create, copy, transmit or disseminate inappropriate, illegal or offensive material is strictly prohibited.

For our purposes, inappropriate material (whether text, image, video, data or programs) is material that the Management perceives to be pornographic or obscene or contains racial, sexual or religious tones that does or could cause offence to any party, and includes material that contains or involves:

- a. Defamatory or illegal material;

- b. Unlicensed software, or pirated films or music;
- c. Breach of client confidentiality;
- d. Professional misconduct; or
- e. Breach of the Practice's security policies.

5.3.4 Personal Use

While the Management recognises and accepts that occasionally you may need to use the Practice's IT systems (eg, your workstation, copiers, scanners, email or Internet access) for your own personal use, it must be limited to brief and reasonable use that does not interfere with the timely and diligent performance of your official duties.

The use of the Practice's IT Systems to generate private profit for you or third parties unrelated to the business of the Practice or involves inappropriate material as described in the paragraph above is strictly prohibited.

5.4 EMAIL USE POLICY

5.4.1 General

The office email is a business tool and should be used in an appropriate manner as befitting the professional and business environment of a law practice.

The use of office email to transmit, share, disseminate or broadcast inappropriate material is prohibited. "Inappropriate material" is described in the section above.

Personal or social use of the email is governed by the paragraph on Personal Use of Practice's IT Systems above. You are hereby notified that copies of all emails are stored on the Practice's servers that are routinely accessed by the IT Department, and are therefore not necessarily private.

5.4.2 Potential Torts and Other Liability

The Practice is regarded as a publisher of messages delivered on the office email and you are reminded of the potential hazards of careless email messages that contain defamatory or other content that may open the Practice to liability. As legal privilege may not extend to all correspondence, you are strictly prohibited from making injurious or offensive remarks about your client, opponent, witnesses, legal counsel or any other party by email or other forms of communication.

5.4.3 Client Confidentiality

Where the email contains confidential information, you should obtain the prior informed consent of the client on the use of email as a means of delivery of the confidential information.

5.4.4 Signatures on Outgoing Emails

All outgoing emails must carry the prescribed outgoing email signature in Appendix 5B bearing the lawyer's name, the Practice's name, the lawyer's direct telephone and fax numbers, email address, website address, disclaimer and confidentiality warning.

5.4.5 Language in Email Communications

All outgoing emails must be written in polite formal language generally adopted for any other form of written communication when addressing a client or legal counsel. Informal or inappropriate communication through email may open the Practice to legal liability or risk of embarrassment. If in doubt, do not send anything by email that you would not be prepared to send on the Practice's letterhead.

5.4.6 No undertakings by Email

No undertakings may be given by email (except in wholly exceptional cases with due authorisation by the Supervising Partner or Head of Department).

5.4.7 "Out of Office" Response

Facilities are available to divert your email to another recipient in the Practice (eg, your leave cover) while you are away for a period of time and unable to respond to incoming mail. You must set up the "out of office" response and activate the alternative response mechanism for the period you are away. A template of the "out of office" response is found in Appendix 5C.

5.4.8 Filing of Email Messages

A hard copy of every email message should also be printed and filed in the matter file. The policies and procedures relating to filing of matter work in this Guide applies to email as well as ordinary correspondence by fax and mail.

5.5 INTERNET USE POLICY

5.5.1 Acceptable Use

Access to the Internet is available on [every workstation / name the designated workstations].

Acceptable use of the Internet includes legal research, client or client industry research and access to online services described in the next paragraph. Personal or social use of the Internet is governed by the paragraph on Personal Use of Practice's IT Systems above.

"Inappropriate Use" in this instance shall also include visiting sites that contain pornographic or obscene material or contains racial, sexual or religious tones that does or could cause offence to any party.

5.5.2 Subscription to Online Service Providers

The Practice maintains an ongoing subscription to the following on-line services listed in Appendix 5D – "Subscriptions to Online Services".

Only specified members of the Practice who have undergone training and who are responsible for conducting the specific searches / online filing have been given passwords to access these services. If you need to use any of the online services, make your request known to the person listed against the appropriate service in Appendix 5D and he / she will take you through the correct payment authorisation procedures (if any) and give you

instructions on how to use the service.

5.6 PERSONAL DATA PROTECTION POLICY

5.6.1 Definition of “personal data”

Our Practice is committed to complying with the Personal Data Protection Act (PDPA).

“Personal data” means data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which you have or are likely to have access. Personal data includes personal particulars of the Practice’s clients such as the clients’ full name, NRIC number, residential address and contact telephone numbers.

Under the PDPA, the Practice is responsible for all personal data, whether in electronic or non-electronic form, which is in its possession or under its control.

5.6.2 Practice’s obligations regarding personal data

All staff should be familiar with the Practice’s obligations under the PDPA. These obligations are summarised in the table below.

Consent	You must obtain the client’s consent before you collect, use or disclose his or her personal data. You should notify the client of the purpose for your collecting, using or disclosing his personal data. The personal data you require must be reasonable.
Limitation of purpose	You are allowed to collect, use or disclose the client’s personal data provided you have informed him of the specific purpose for doing so. The purpose must be reasonable and appropriate.
Notification	You are required to notify your client about the purpose for which you are collecting, using or disclosing his personal data. Should there be other purposes, you must notify your client about them.
Access and correction	You must allow the client to have access to his personal data which the Practice has collected, and must correct any error or omission in his data upon the client’s request to do so.
Accuracy	You should take reasonable efforts to ensure the personal data the Practice collects is accurate and complete.
Retention	You should not keep the client’s personal data after the purpose for which it was required has been completed.
Protection	You must protect personal data in your possession or under your control by having in place security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.
Transfer outside	If you have to transfer personal data outside of Singapore, you

Singapore	must ensure the recipient of the data gives the data a comparable standard of protection to that under the Personal Data Protection Act.
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5.6.3 Data Protection Officer

Under the PDPA, all organisations must designate one or more individuals to be responsible for ensuring that the organisation complies with the PDPA. Our Practice's Data Protection Officer is [name].

You may approach the Data Protection Officer if you have any questions on how to handle personal data.

5.6.4 Detailed data protection policy/privacy policy

The PDPA requires an organisation to have policies that are necessary for the organisation to meet its obligations under the PDPA.

Our Practice has developed a detailed personal data protection policy/privacy policy, which may be found in Appendix 5E.

5.7 CLOUD COMPUTING POLICY

Our Practice makes use of cloud computing. A list of the cloud computing software/services we use may be found in Appendix 5F.

While cloud computing has benefits, such as enabling employees to work remotely and reducing document management costs, it may also give rise to certain issues. You must understand what these issues are and take steps to ensure that your ethical and professional obligations are not compromised. These obligations include ensuring adequate systems to maintain client confidentiality, and protecting personal data in accordance with the Personal Data Protection Act.

You are encouraged to familiarise yourself with the Law Society's [Guidance Note on Cloud Computing](#), which sets out issues that may arise in using cloud computing services and possible steps to address them. It is available in the Law Society's website in 'Members Library > Law Society Practice Circulars'.

Please refer to Appendix 5F for our Practice's detailed policies and procedures regarding cloud computing.

5.8 SOCIAL MEDIA POLICY

5.8.1 General

The Practice's official social media platforms are managed by the site administrator. The site administrator develops content and decides on what content will be posted. A list of our Practice's social media platforms and their respective administrators may be found in Appendix 5G.

You should not say anything in your personal social media postings that may be interpreted as representing the Practice's views. Including the Practice's name or email address in your posting may imply or give the impression that you are acting on the Practice's behalf.

The Practice's social media policy is set out in detail in Appendix 5G.

5.8.2 Potential liability

You are responsible for the use of your personal social media channels. In particular, you should be careful of these potential pitfalls:

- (a) A solicitor-client relationship may be created online. Do not offer or appear to offer legal advice on social media.
- (b) The Practice can be held vicariously liable for your postings on your personal social media e.g. if you disclose confidential client information, or if you disclose personal data in breach of the Personal Data Protection Act.
- (c) You should not make defamatory, misleading, adverse, or offensive comments about clients, opponents, witnesses, the judiciary, government agencies, counsel for the opposing party, or any other party.

5.8.3 Client confidentiality

You must not share or post any confidential information without the prior informed consent of the client.

5.8.4 No undertakings

No undertakings may be given via any social media channels.

Appendix 5A – Data Backup Policies

[NOTES:

1. This is prepared and signed off by the IT Manager / Head of IT Department.
2. It should contain details of the Practices' data backup & recovery plan, including description of storage devices and how they operate.
3. It should also contain procedures for off-site storage in the event of fire or other damage.
4. As far as possible, data backup should be automated. However, this Policy should also prescribe individual roles and responsibilities for data backup within the Practice].

Appendix 5B – Outgoing Email Signature

All Outgoing Email must contain the following sign off and disclaimer:

[SAMPLE:

“Yours Sincerely,

[Author’s Name]

[Designation]

[DID of Author]

[NAME OF PRACTICE]

Advocates & Solicitors

[Address of Practice]

Tel: [telephone number]

Fax: [facsimile number]

Email: [author’s email]

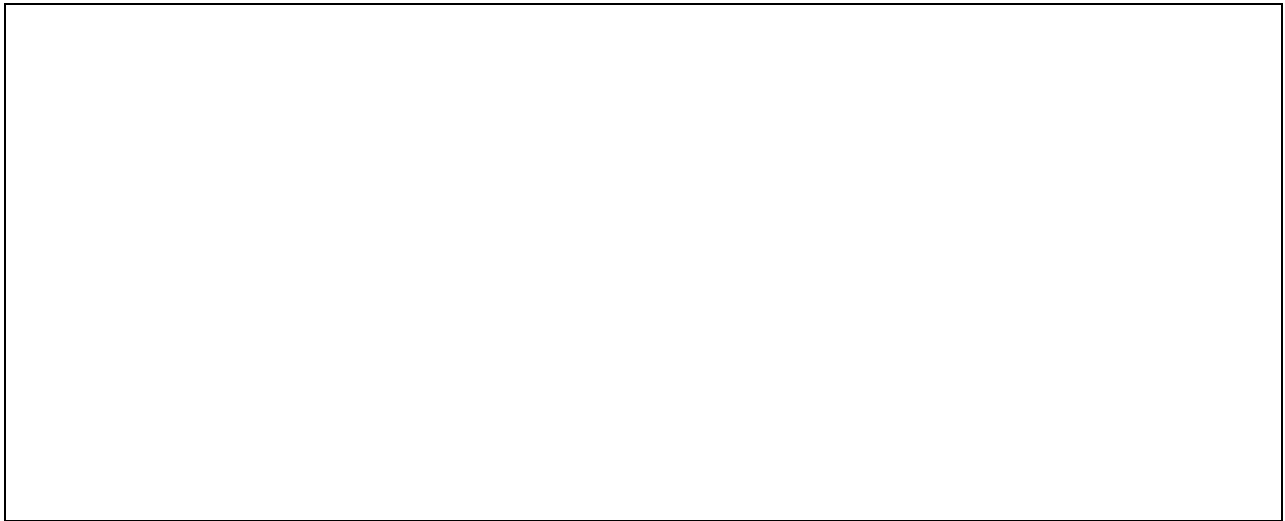
Privileged / Confidential Information may be contained in this message. If you have received this message in error please delete it and notify our office at +65 [tel no] immediately. You should not retain the message or disclose its contents to anyone. Opinions, conclusions and other information in this message that do not relate to the official business of the Practice shall be understood as neither given nor endorsed by it.

Appendix 5C – Out of Office Automated Response

If you are going to be away for a period of time, please ensure that the following steps are taken in relation to your incoming email:

- a. Request the IT Department to set the following automated response;
- b. Redirect your mail to a designated leave cover (your secretary or colleague); and
- c. Inform the IT Department when you are expected to return so that the "Out of Office" response can be removed on the date of your return.

SAMPLE:



Appendix 5D – Subscriptions to Online Service Providers

Name of Service	Details of Service Provider	Billing Type	Persons Authorized to use the Service
RCB Searches / LawNet	CrimsonLogic	GIRO	Name: Department:
eLitigation – eLitigation website	CrimsonLogic	GIRO	Name: Department:
Land Titles Registration – SLA website	Singapore Land Authority	GIRO	Name: Department:

Appendix 5E – Personal Data Protection Policies

[NOTES:

1. The Personal Data Protection Commission's website may be a useful resource in developing your data protection policy. It may be accessed at <https://www.pdpc.gov.sg/home>]

Appendix 5F – Cloud Computing Policies

[NOTES:

1. This Policy should state what cloud computing services the Practice uses, and set out the Practice's procedures on the use of cloud computing. This Policy could include a list of approved and non-approved cloud computing services; which employees are approved to use cloud computing services; what types of information may or may not be stored on the cloud; and best practices for employees when using cloud services.

2. You may wish to refer to the Law Society's [Guidance Note on Cloud Computing](#) when developing your cloud computing policy. It is available in 'Members Library > Law Society Practice Circulars'.]

Appendix 5G – Social Media Policies

[NOTES:

1. Identify the Practice's official social media channels and their respective site administrators.
2. Differentiate between what is placed on the Practice's official social media channels and the personal use of social media. Guidance should be given for individuals' private use of these applications.
3. If your Practice has email and IT use policies, you should ensure that your social media policy is compatible with these policies.]

6 THE RESOURCE CENTRE AND USE OF LEGAL RESEARCH MATERIALS

The Practice, at a substantial cost, maintains a legal reference library and provides access to online legal resources through subscriptions to various legal research providers.

These facilities are for common use and shared between all members of the Practice. Out of consideration to your colleagues and co-workers, please comply with the procedures that regulate the use of shared legal research resources.

To keep the Practice's legal research resources relevant and useful, all lawyers are strongly encouraged to contribute their precedents, research, articles and legal opinions to the Librarian.

6.1 LIBRARIAN

The Librarian is overall responsible for the management of the library and legal research resources. The Librarian reports directly to the Managing Partner. The duties of the Librarian in relation to the library / legal research resources are to:

- a. Take responsibility for all updates to the library materials and ensure that subscriptions to online legal resources are promptly renewed;
- b. Purchase new materials / subscriptions which have been approved by the Managing Partner;
- c. Ensure that the library catalogue is regularly updated and that no member of the Practice retains in his / her possession any library material for longer than the stipulated time; and
- d. Regularly publish on the Office Intranet / circulate to all lawyers in the Practice legal updates comprising changes in legislation and other relevant legal information.

6.2 LIBRARY CATALOGUE AND ONLINE LEGAL RESOURCES

The Librarian maintains and keeps up to date the following lists:

- a. Catalogue of all book titles and law reports;
- b. List of periodicals and journals;
- c. List of online legal resources to which the Practice has paid subscriptions; and
- d. List of legal research, opinions, precedents and articles contributed by lawyers in the Practice.

The catalogue is in electronic form and may be accessed from the Office Intranet or the workstation in the Library.

6.3 BORROWING LIBRARY MATERIAL

If you wish to take any publication out of the library, a record of its title, borrowing date and name of borrower must be recorded in the [index card / electronic register]. Any book or publication taken out of the library must be returned promptly and the borrowing record updated.

6.4 CIRCULATION LISTS FOR PERIODICALS / LEGAL UPDATES

Periodicals and legal updates are circulated to all lawyers in the Practice. You are requested to ensure that the periodicals on the circulation list are passed on within a reasonable time. If you would like to be included in the circulation list of any specific periodical, you may make your request known to the Librarian.

6.5 ACCESS TO ONLINE LEGAL RESOURCES

The Practice will issue you a password and user ID to access the online legal resources to which the Practice has paid subscriptions. The procedures regulating the use of passwords issued by the Practice applies to these and must be strictly complied with. Sharing or disclosure of passwords or otherwise enabling access to online legal resources to unauthorised third parties who are not members of the Practice is strictly prohibited.

6.6 NEW ACQUISITIONS

You may make your request for the acquisition of new titles or publications to the Managing Partner by using the Library Acquisition Request Form in Appendix 6A. Your request will be considered by the Managing Partner in consultation with the Head of Department.

6.7 YOUR CONTRIBUTIONS

Lawyers should actively contribute to the Practice's knowledge base by:

- a. Contributing their opinions, precedents, research and articles to the Librarian who will profile, headnote and save them in the Practice's shared file server [or Intranet]. Each contribution should be accompanied by the Knowledge Base Contribution Form in Appendix 6B;
- b. Informing the Librarian of out of date materials in the library; and
- c. Proactively contributing feedback and suggestions for the improvement of the library and legal resource facilities in the Practice.

Appendix 6A – Library Acquisition Request Form

Request by:	<input type="text"/>	Date:	<input type="text"/>
Designation:	<input type="text"/>		
Department:	<input type="text"/>		

Title of Publication:	<input type="text"/>		
Author / Editor:	<input type="text"/>		
Publisher:	<input type="text"/>		
Reasons why it would be useful to the Practice:	<input type="text"/>		
Retail / Subscription Price:	<input type="text"/> S\$		
Available in CDROM / Online:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Signed:	<input type="text"/>		
RESPONSE CONFIRMATION			
Request Approved:	<input type="text"/> (signed)		
Request Not Approved because:	<input type="text"/>		
<input type="text"/>			

Appendix 6B – Knowledge Base Contribution Form

Submitted by:	<div style="border: 1px solid black; height: 25px; width: 300px;"></div>	Date:	<div style="border-bottom: 1px solid black; width: 150px;"></div>
Designation:	<div style="border: 1px solid black; height: 25px; width: 300px;"></div>		
Department:	<div style="border: 1px solid black; height: 25px; width: 300px;"></div>		

Type of Contribution:	Opinion / Research Materials / Memorandum / Precedent / Article / Others <div style="border-bottom: 1px solid black; width: 80%; margin-top: 5px;">(please specify)</div>	
Author:		
Date:		
Abstract:		
Keywords:		
If available in Softcopy, specify location of softcopy:		
Signed:	<div style="border: 1px solid black; width: 250px; margin: 0 auto;"></div>	
RESPONSE CONFIRMATION		
Submission Accepted: <div style="border-bottom: 1px solid black; width: 250px; float: right;">(signed)</div>		
Submission Not Accepted because: <div style="border-bottom: 1px solid black; width: 350px; float: right;"></div>		

7 OUTSOURCED SUPPLIERS

The Practice has outsourced the maintenance of specific office equipment and arranged for legal support services to be provided by third party suppliers. The names, contact details and key service arrangements of these maintenance contracts are listed in Appendix 7A.

In the event of any services being required, the Manager in charge of the equipment / service should be informed and they will make the necessary contact with the outsourced supplier.

In the event of their absence, the supplier can be contacted directly.

Appendix 7A – Schedule of Outsourced Suppliers

Maintenance Services	Provider	Contact Details	Personnel in Charge	Key Service Arrangements
Photocopiers				
Air-Conditioning				
Electrical				
Desktop PCs, Servers and IT Network				
Other Services				
Photocopying and Scanning				
Book-keeping				
Printing				
Local Despatch				
Courier Services				
Housekeeping				

8 FINANCIAL MANAGEMENT

Sound financial management is key to the survival and success of the Practice. Proper financial planning, prudent cashflow management and the implementation of internal financial procedures and controls will result in lower risk, better cashflow and higher profitability.

The Practice has invested in [name of Practice Management System], an enterprise-wide Practice Management and Legal Accounting System ("PMS") which will capture and store all financial transactions and provide real-time financial data and reports.

The PMS is the core system in the Practice which provides the the following functions:

- a. File opening;
- b. Maintenance of central index of clients and matters;
- c. Conflict searching;
- d. Monitoring number and type of matters assigned to each fee-earner;
- e. Time-recording;
- f. Invoicing;
- g. Disbursement tracking;
- h. Office and Clients' Accounts management; and
- i. Recording key dates.

8.1 RESPONSIBILITY FOR FINANCIAL MANAGEMENT

8.1.1 Management Structure

Whilst all Partners / Directors have a responsibility for the financial management of the Practice, the Partner / Director that is designated as the Finance Manager has the direct responsibility for overseeing and managing the financial affairs of the Practice.

The Finance Manager works closely with the heads of department and the Accounts Department Staff to oversee the day-to-day and longer term financial affairs of the Practice.

The Finance Manager's responsibilities include:

- a. Ensuring that sound internal financial controls and procedures are in place for all financial transactions;
- b. Overseeing the preparation of financial statements such as profit and loss statements, balance sheets and cashflow reports;
- c. Responsibility for budgets and cashflow forecasts and reviews;
- d. Implementing cash management and credit control strategies; and
- e. Overseeing the performance of the Accounts Department.

Individual lawyers are responsible for the financial management of their matters and are expected to comply with the relevant legislation and Practice Directions, Rulings and Guidance Notes including the Legal Profession (Solicitors' Accounts Rules), Conveyancing and Law of Property (Conveyancing) Rules, Legal Profession (Deposit Interest) Rules and Legal Profession (Solicitors' Trust Account) Rules. Details on these requirements can be obtained from the [Guide to Solicitors Accounts](#) and the [Law Society's Conveyancing Circulars, Practice Directions and Rulings 2014](#), both available in the Law Society's website under 'Running Your Practice > Guidance on Professional and Practice Issues'.

If you are unsure about about any aspect of financial management, especially in relation to

client monies, please refer to the Finance Manager.

8.1.2 Accounts Department Personnel

The duties of of the Accounts Department personnel should be segregated so that the same individual does not have complete control over the management of funds.

The Accounts Department comprises [number] accounts personnel.

8.1.3 Practice Management System

The system administrator of the PMS is [] who is in charge of all system settings and configurations. All queries on the use of the PMS shall be re-directed to the system administrator.

The PMS is supported by a [] who provides updating, servicing and support services.

The backup System Administrator of the PMS is [].

The PMS should be backed up daily, with appropriate backups kept off-site in a safe place, in accordance with the Practice's data backup policies.

The PMS should be configured to ensure that access to accounting data is restricted to appropriate persons.

No person should access the PMS until they have received hands-on training on the use of the PMS from the System Administrator.

8.2 INTERNAL FINANCIAL PROCEDURES AND CONTROLS

8.2.1 Monies Received

Most monies are received by cheque through the post. Monies received in the morning must be sent to the Accounts Department by [] pm to ensure they are credited to the Practice's bank account on that day. Monies received later in the day are to be passed as soon as possible to the Accounts Department, who will place the cheques in a locked drawer for overnight custody.

Where the monies received relate to a matter, the lawyer in charge of that matter or his / her secretary should use the Monies Received Form prescribed in Appendix 8A to advise the Accounts Department as to:

- a. The purpose of the payment;
- b. The name of the payer;
- c. Whether the monies are to be banked into the Client or Office Account; and
- d. Whether the interest shall belong to the client or not, in accordance with the Legal Profession (Deposit Interest) Rules, or by agreement with the client.

8.2.2 Receipt of Cash

Whenever cash is received by any member of the Practice, the member is responsible for ensuring that the cash is counted in the Client's presence, and taken directly to the Accounts Department for custody and appropriate action. Cash must never be left

unattended. Cash must be counted in the client's presence, and a receipt shall be issued by the Accounts Department to the client.

8.2.3 Cheque Transit Register

Where the Practice received cheque payments which are drawn in favour of a third party, the payment should be recorded in a centralised cheque transit register which records details of such third party cheques.

8.2.4 Issue of Receipts

Receipts should be issued for all monies received to provide client with proof of payment and also, where monies are to be paid into Clients' Accounts, as a means to prevent funds from being inadvertently or otherwise re-directed to another Clients' Account.

Only personnel of the Accounts Department are authorised to issue formal receipts on behalf of the Practice for cash or cheques.

Numerical sequence of receipts should be checked once a month to ensure that all funds receipted are also recorded in accounting records and deposited in the bank.

8.2.5 Payment Requisitions

Save for GIRO payments, the initiation of all payments, whether by cheque, cash, electronic transfer or otherwise shall be by way of a duly completed and signed Payment Requisition, in the format set out in Appendix 8B.

The client name, matter number, bank account from which the payment is to be made (for Clients' Accounts payments only), mode of payment, payee and brief details of the reason for the cheque must be supplied in the form.

The Payment Requisitions shall be signed by a lawyer. The signatory shall not be the same person receiving the payment. With respect to payment from Clients' Accounts, signatories are under an obligation to satisfy themselves that the payment from the client's account is in order and is permitted under the Legal Profession (Solicitors' Accounts) Rules.

Wherever possible and where applicable, the Payment Requisition shall be accompanied by an original invoice. Upon payment, the original invoice should be stamped "paid" to prevent an individual from using an invoice more than once to obtain funds.

Where payment is to a member of the Practice, the member shall acknowledge receipt of the same by signing in the "Received By" portion in the Payment Requisition.

Where the payment is to be made from the Clients' Accounts, the lawyer in charge of the matter is responsible for ensuring that there are sufficient funds in the Clients' Accounts before signing the Payment Requisition Form. Before preparing the cheque or arranging for the payment to be made, the Accounts Department, should also check that there are sufficient funds in the Clients' Accounts.

8.2.6 Cheque Preparation

Cheques are written daily by the Accounts Department before [time]. If a cheque is required urgently it can be prepared earlier by the Accounts Department on special request; but this

should be done only in exceptional circumstances and not as a matter of course.

8.2.7 Signing of Cheques

Office Account cheques exceeding [S\$] require 2 Partners' / Directors' signatures.

All Clients' Accounts cheques exceeding [S\$] require 2 Partners' / Directors' signatures.

Cheques should never be signed in blank and should not be cash or to bearer.

Cheques should be in running order and the Accounts Department should check the sequence of cheques issued when they undertake the bank reconciliation.

8.2.8 Amendments to Cheques

No cheque, whether drawn on Clients' Accounts or Office Account, should be amended in any way without reference to the signatories and the Accounts Department. If the amount of a cheque should be altered, then the cheque must be returned to the Accounts Department so that the related accounting transactions can be altered or the cheque re-issued.

8.2.9 GIRO Payments

In cases of GIRO payments, it is usually impractical for the GIRO payments to be preceded by a Payment Requisition, as the payment is incurred at the time of the transactions (eg, Electronic Filing) and the amount is only known during or after the filing. For such GIRO transaction, the Payment Requisition should be prepared and signed after the GIRO payment has been effected and passed to the Accounts Department on the same day.

GIRO payments should not be linked to Clients' Accounts.

8.2.10 General Expenses

General expenses which are not disbursements incurred in a matter should only be authorised by a Partner.

8.2.11 Petty Cash

All petty cash transactions shall be controlled by the Accounts Department. The accounts shall record all petty cash transactions in the PMS. The petty cash shall be controlled by one designated person in the Accounts Department, and kept in a locked drawer. The petty cash float shall not at any time exceed [S\$] and should be topped up when it falls below [S\$].

8.2.12 Invoicing

Invoices are generated by the lawyer or his / her secretary through the PMS. The PMS will generate invoices using the Practice's prescribed format. Disbursements and time entries which are already input into the PMS can be automatically flagged into the Invoice without additional re-typing. Invoices have to be approved and signed by the Partner / Director in charge of that matter.

The Invoice should be prepared by the lawyer with reference to an invoicing guide

generated by the PMS or the Accounts Department which shows the time spent on the matter (if applicable), the amount billed and outstanding on the matter to date, details of the unbilled time entries and disbursements.

The lawyer shall arrange for the despatch of the original invoice to the client, and a copy of the original signed invoice to the Accounts Department.

The Accounts Department will ensure that all outstanding disbursements incurred on the matter have been incorporated into the invoice and that the GST treatment of the disbursement items are in order before posting the invoice into the ledger.

No discounts on fees are to be agreed by lawyers without the authority of the Partner handling the matter.

8.2.13 Write-Offs

Writing off of any outstanding invoices can only be authorised by the following Partners / Directors:

[Names of Partners / Directors]

8.2.14 Investigation and Clearance of Ledger Queries

Inevitably from time to time, you may have queries on Client Ledger accounts. Whilst the Accounts Department will afford all possible help, you should first carry out your own investigation to clear the query.

8.2.15 Posting into Ledgers

All financial transactions, including receipt of money, payment of money, and debtor and creditor invoices shall be posted into the PMS as soon as possible so that the information in the PMS is as updated as possible.

Unless otherwise notified, the Accounts Department will make an assumption that all prepared cheques and invoices will be issued as soon as the transaction has been duly authorised, and will effect the ledger posting accordingly.

If the issuance of the cheque or invoice is delayed, you shall be under an obligation to inform the Accounts Department accordingly.

8.2.16 Bank Reconciliation

The monthly reconciliation of each client's bank account shall be completed not later than [7] days from the date of receipt of the monthly bank statement.

The monthly reconciliation of each office bank account shall be reconciled not later than [10] days from the date of receipt of the monthly bank statement.

The petty cash account shall be reconciled not later than the [10th] day of each month.

The monthly reconciliations and adjustments should be reviewed and signed off. The reviewer should not be the person who signed and prepared the reconciliation.

8.2.17 Internet Banking

The Practice has Internet banking facilities. The login and password details to access the Internet banking facility shall be controlled by the Finance Manager who shall also be responsible for monitoring the flow of funds via the Internet banking facility daily. No banking transaction shall be effected over the Internet.

8.2.18 Documentation

The Accounts Department shall maintain proper and complete documentation of each financial transaction, including:

- a. All Payment Requisitions, supporting invoices and other documentation;
- b. All debtor and creditor invoices;
- c. All bank-in slips, telegraphic transfers, and bank statements;
- d. All Clients' Accounts transfer requisitions; and
- e. All memos of journal entries/adjustments.

The Accounts Department shall file all documents in an orderly fashion.

Financial records shall be maintained for such length of time as shall be prescribed by the Law Society or under the relevant legislation.

8.2.19 Budgeting and Cashflow Projections

The Practice's financial year end is [].

The Practice has implemented a system of profit centre accounting which produces detailed profit and loss statements for each professional department, with support and overhead costs being allocated to the various professional departments.

The prime responsibility for developing and meeting the monthly income and expenditure budgets shall be the responsibility of each Head of Department. Each Head of Department shall have the authority to take the necessary actions to affect the income and expenses for which they are held accountable.

For budgeting purposes, wherever possible, the estimated value of the matter should be input into the PMS at the file opening stage. This information is important for keeping track of new orders that have not been billed and to provide a forecast of the amount of work in the pipeline.

The Accounts Department shall assist the Finance Partner to develop and be responsible for a monthly cashflow forecast, based on the departmental budgets and taking into account the timing of the cash expenditures and collection cycles.

The Accounts Department shall generate a quarterly report of the variances between the actual and budgeted income and expenditure and the actual and budgeted cashflow.

The variances shall be analysed by the Finance Manager working with the respective Head of Department, and the Head of Department shall be responsible for recommending adjustments to his / her department budget.

8.3 TIME-RECORDING

Lawyers are required to keep records of the time spent on each matter, except for matters

which are on a fixed-fee basis. Time records are useful for the following reasons:

- a. They help the Practice to ascertain the cost and profitability of matters and the performance of lawyers;
- b. Time spent on a matter is a key factor to be considered in invoicing;
- c. Clients may require a breakdown of the work done on a particular matter; and
- d. Fee earners constantly underestimate the time that they spend on a matter.

Lawyers handling matters which are fixed-fee and process-driven, such as conveyancing, debt recovery, accident claims should record time on a sample basis to ascertain the average amount of time and costs for such matters.

8.3.1 Time-Recording System

Lawyers should record all time, billable and non-billable, spent on each client file or matter in the PMS. The PMS computes the total time expended on the matter by each fee-earner and produces relevant reports which assists in the management of the Practice.

8.3.2 Time-Recording Procedures

Time is recorded in six minute units, and rounded up to the next nearest unit. Eg: 7 minutes = 2 units

Time entries should be recorded as soon after the activity is done.

Time entries cannot be back dated more than 6 days from the date of the activity.

Time on non-matter related activities such as business development, marketing, attending seminars, writing papers should also be recorded in the PMS as non-billable work.

8.4 CREDIT MANAGEMENT

Credit Management refers to the control and management of cash flow. Procedures are prescribed to ensure that disbursements and work in progress are billed on a regular basis, that effective debt collection procedures are in place to reduce the debt collection cycle, and that amounts are transferred from the Clients' Accounts to the Office Account without undue delay.

8.4.1 Credit Collection Procedure

The Finance Manager is responsible for overseeing the credit collection process, and is assisted by the Accounts Department.

The Practice's credit control procedures are based upon the following main principles:

- a. Wherever possible, money on account should be obtained from the client in respect of fees and disbursements;
- b. Wherever possible and subject to obtaining the client's consent, interim invoices should be raised at least every [2] months. Smaller regular invoices are less likely to be subject to non-payment;
- c. Lawyers remain closely involved in the credit control process notwithstanding any action taken by others such as the Accounts Department Staff. A matter is not

completed until the invoice has been paid;

- d. There will be a process of escalating severity finalising in possible court proceedings being taken against the client; and
- e. The credit control procedures will automatically be activated for all outstanding client invoices save for (i) conveyancing and other similar type matters whereby the invoice is always paid at the time of completion and (ii) exceptional circumstances where a Partner intervenes to prevent some or all of the procedures from taking place.

The credit collection procedure is as follows and has been pre-programmed into the PMS as follows:

- a. Unless otherwise notified by the Partner responsible for the matter, the Practice applies a 14-day payment policy to all debtor invoices; the following procedures shall take effect after the invoice becomes due and payable (ie after the 14 days);
- b. Stage 1: [7] days overdue – Statement of account to be generated and sent by Accounts Department;
- c. Stage 2: [14] days overdue – Reminder statement to be generated and sent by the Accounts Department;
- d. Stage 3: [21] days overdue – Accounts Department contacts client to enquire about the status of the payment;
- e. Stage 4: [28] days overdue – Accounts Department liaises with the responsible lawyer; the Partner shall advise the action to be taken. The Partner may wish to take the matter up directly with the client but shall advise the Accounts Department accordingly;
- f. Stage 5: [2 months overdue] – Finance Manager issues letter informing court proceedings may be commenced; and
- g. Stage 6: After 3 months, if payment or alternative payment arrangements have still not been made, court proceedings will commence against the client on the authority of the [Managing Partner].

All credit collections activities and agreed payment arrangements shall be recorded by the Accounts Department against the matter.

The Accounts Department shall generate before the [5th day] of each month, an aged list of debtors report by lawyer, which shall be circulated to the lawyer responsible for the matter for their review.

The Accounts Department shall be responsible for monitoring debt collection procedures above and reporting the same to the Finance Manager.

8.4.2 Client Balances Report

The Accounts Department shall generate a client balances report with the following information:

- a. Matter number, Client name, matter description, matter type;
- b. Balances on Clients' Accounts and Office Account;
- c. Balance of unbilled disbursement;
- d. Balance of outstanding debtor invoices; and
- e. Balance of work in progress.

The report shall be distributed to the lawyer responsible for the matter.

The lawyer will review the report against their matters within [7] days of receipt of the report, and take the necessary action to:

- a. Effect any outstanding client to office transfers;
- b. Clear any remaining small accounts balances on finished matters; and
- c. Archive files on finished matters.

8.4.3 Managing Creditors and Suppliers

All creditors and suppliers invoices should be recorded in the PMS as a creditor's invoice as soon as they are received, regardless of when they are intended to be paid.

If the creditor invoice relates to a disbursement that is payable by the client, the creditor invoice should be paid when the client has paid the same to the Practice.

8.5 MANAGEMENT OF CLIENTS' ACCOUNTS

8.5.1 Familiarity with the Governing Rules

The Finance Manager shall ensure that that all staff handling Clients' Accounts monies, lawyers and personnel in the Accounts Department are well versed and comply with the requirements of the Legal Profession (Solicitors' Accounts) Rules, Legal Profession (Deposit Interest) Rules and Legal Profession (Solicitors' Trust Account) Rules.

All payments into and from the Clients' Accounts shall be in accordance with the prescribed Financial Internal Procedures and Controls prescribed in Paragraph 8.2 above.

In addition, the procedures below relating to Clients' Accounts shall also be complied with.

8.5.2 Access to Clients' Accounts Balances information

Information relating to the Clients' Accounts balances should be made available to all lawyers and staff through the PMS.

8.5.3 Transfer of Monies from Clients' Accounts

A Transfer Requisition Form set out in Appendix 8C signed by a lawyer is required to initiate the transfer of any monies from the Clients' Accounts to the Office Account. The lawyer should not sign the transfer requisition unless the withdrawal is one that is permitted under the Legal Profession (Solicitors' Accounts) Rules.

The transfer of monies from Clients' Accounts to Office Account for payment of invoices and disbursements shall be authorised by the Finance Manager signing a Transfer Authorisation Form set out in Appendix 8D and shall be carried out once a week.

The transfer authorisation should be accompanied by a schedule listing all the individual amounts which the transfer relates to and shall be signed by the Finance Manager.

8.5.4 Review of Clients' Accounts Balances

All balances in the Clients' Accounts shall be reviewed before the matter is closed or archived.

The Accounts Department shall conduct a periodic review of all matters whereby the Clients' Accounts balances have not changed within the last 12 months, and shall recommend to the

Finance Manager the necessary action to be taken.

A statement of each Client's Account balances should be generated and sent to the respective client every 12 months.

In the event that a Client's Account is discovered to be inadvertently overdrawn, the Accounts Department shall inform the Finance Manager immediately, and the Finance Manager shall, after discussion with the responsible lawyer, take such necessary action as shall be required to rectify the breach.

8.6 MANAGEMENT REPORTING

The PMS is capable of producing an extensive range of management reports, including reports relating to Clients' Accounts, Office Accounts and performance by lawyer / department and the Practice as a whole.

The Finance Manager shall prepare a monthly report on the Practice's financial performance based on a review of the management reports mentioned below.

8.6.1 Monthly Reports

The following main reports are produced monthly by the Accounts Department for review by the Finance Manager:

- a. Fees rendered by Lawyer / Department / Category of work;
- b. Cash Received per Lawyer;
- c. Hours Billed or Written Off per Lawyer;
- d. Hours Recorded per Lawyer;
- e. Hours Billed or Written Off per category of work;
- f. Hours Recorded per category of work;
- g. Budget Variance Reports;
- h. Client Debtor Reports per Lawyer;
- i. Monthly Report on Accounts Receivables;
- j. Monthly Report on Aged List of Debtors;
- k. Monthly Report on Outstanding Creditors;
- l. Monthly Profit and Loss by Department and for the Practice;
- m. Monthly Balance Sheet for the Practice
- n. Monthly Cashflow Statement by Department and for the Practice;
- o. New matters opened by Lawyer / Department / Category of Work; and
- p. Estimated value of new matters opened during the month.

8.6.2 Quarterly Reports

The following main reports shall be produced quarterly by the Accounts Department for review by the Finance Manager:

- a. Quarterly variance analysis of income and expenditure against budget;
- b. Quarterly variance analysis of cash flow; and
- c. GST reports.

8.6.3 Annual Reports

The following main reports are produced annually by the Accounts Department for review by the Finance Manager:

- a. Annual profit and loss statements;
- b. Annual balance sheet;
- c. Annual cashflow statement;
- d. Estimated value of confirmed orders; and
- e. All schedules which are required to be prepared to enable the auditor to carry out the audit of the office and Clients' Accounts.

It is important for the Practice to get an idea of the work in progress at the end of each financial year. At the end of each year, the Finance Manager shall provide to each lawyer a Work in Progress List ("WIP List") list of the active files (ie, files which have not been closed) which they are responsible for, and which shows the estimated value of the matter (as previously informed by the lawyer during the file opening process), the fees billed to date and the work in progress (unbilled time units and time value), for the lawyer's review.

The lawyer shall advise as to (i) the value of unbilled time which they expect will be billed; and (ii) the value of unbilled time which they expect to be written down by completing the information against the matter in the WIP List.

Appendix 8A – Monies Received Form

PRIME CHAMBERS LLP Advocates & Solicitors | Commissioner for Oaths

MONIES RECEIVED

RECEIVED FROM:	CHEQUE:	AMOUNT:	DATE: _____ PAYMENT FOR:
1. _____ _____	_____	_____	_____
2. _____ _____	_____	_____	_____
3. _____ _____	_____	_____	_____
4. _____ _____	_____	_____	_____
5. _____ _____	_____	_____	_____

SUBMITTED BY:

CHECKED BY:

Appendix 8B – Payment Requisition Form

PRIME CHAMBERS LLP
Advocates & Solicitors | Commissioner for Oaths

PAYMENT VOUCHER

Voucher No: _____

Date: _____

PAY TO:		
ITEM DESCRIPTION / PAYMENT FOR	S\$	¢
CHEQUE NO:		

APPROVED BY:

RECEIVED BY:

Appendix 8C – Transfer Requisition Form

PRIME CHAMBERS LLP

Advocates & Solicitors | Commissioner for Oaths

TRANSFER AUTHORISATION

MATTER REFERENCE:			CLIENT NAME:	AMOUNT:	DATE:	REASON FOR TRANSFER:
1.				S\$		
2.				S\$		
3.				S\$		
4.				S\$		
5.				S\$		
SUBMITTED BY:				CHECKED BY:		

Appendix 8D – Transfer Authorisation Form

PRIME CHAMBERS LLP

Advocates & Solicitors | Commissioner for Oaths

TRANSFER TO OFFICE A/C AUTHORISATION FORM

Voucher No: _____

Date: _____

MATTER REF:			
CLIENT NAME:			
ITEM DESCRIPTION / PAYMENT FOR	S\$	¢	
CHEQUE NO:			

APPROVED BY:

RECEIVED BY:

9 RISK MANAGEMENT

9.1 OPERATIONAL RISK MANAGEMENT

It is the policy of the Practice to recognise the importance of effective risk management at the operational level. Risk management at this level concerns the minimisation of our risk of errors in our advice and services to clients.

The Practice's Risk Manager is _____ who is assisted in this role by the Heads of Departments.

9.2 ANNUAL RISK AUDIT

The Risk Manager will conduct an annual risk audit. The objective of the audit is to analyse trends in the risk profile of the Practice and to determine improvements which are deemed appropriate. The audit will review generic risks and acceptable risk levels for the Practice.

Following each risk audit, these actions might be taken:

- a. Revising existing procedures or implementing new procedures in the Practice; or
- b. Designing and implementing additional training for groups or individuals.

The Risk Manager must be notified of all circumstances which could give rise to a claim in negligence or a complaint.

9.3 GENERIC RISKS

The Practice recognises that there are generic risks associated with the type of work it carries out. The main generic risks are identified as:

- a. Time Limits;
- b. Delay;
- c. Legal Knowledge and Expertise;
- d. Communicating With Clients;
- e. Communicating Within The Practice;
- f. Communicating With Other Professionals;
- g. Delegation;
- h. Supervision and Consultation;
- i. Money-laundering and other Illegal Activities of Clients; and
- j. Undertakings.

Many of the processes set out in this Guide are designed to minimise the generic risks associated with the work carried out by the Practice.

9.4 GENERALLY ACCEPTABLE CATEGORIES OF WORK

The Practice recognises that there are categories of work which are likely to fall within acceptable risk levels. The Practice will generally accept instructions for these types of work unless there is deemed to be good reason for not undertaking the particular matter.

Types of work that fall into the the "generally acceptable" category are:

[List types of work]

9.5 GENERALLY UNACCEPTABLE CATEGORIES OF WORK

The Practice recognises that there are categories of work that fall outside acceptable risk levels. There may, however, be good reason for undertaking the work. In such cases, the Practice must take appropriate measures to minimize its exposure to risk.

Types of work which fall into the “generally unacceptable” category are:

[List types of work undertaken]

9.6 REPORTING RISK

The level of risk presented by every file needs to be considered by the fee earner. Risk monitoring is a continuous activity and the collective responsibility of all fee-earners.

9.6.1 Before

If a fee earner believes that the Practice will be exposed to an unusual degree of risk in acting in a matter because it falls outside acceptable risk levels, the matter must be brought to the attention of his or her Supervising Partner / Head of Department.

If the matter is referred to the Supervising Partner, the Supervising Partner shall refer the matter to the Head of Department if he or she has any doubts as to whether or not to act in the case or where the Supervising Partner feels that the Practice should discontinue acting in the case. Reference is made to Paragraph 11.2.

If it is decided that the Practice should not accept the case, the Practice must notify the potential Client of its decision immediately in writing, giving reasons for the Practice’s non-acceptance and, where possible, advice on whom the client should approach for assistance.

If it is decided that the Practice should take the case, additional safeguards should be considered and agreed at the outset.

9.6.2 During

The risk profile of a matter could change at any time during the conduct of the matter. If the fee-earner takes the view that the risk exposure for a certain matter has become unusually high, he or she should raise this with the Supervising Partner / Head of Department as soon as possible.

If the matter is referred to the Supervising Partner, the Supervising Partner shall refer the matter to the Head of Department if he or she has any doubts as to whether or not to continue with the case or where the Supervising Partner feels that the Practice should discontinue acting in the case. Reference is made to Paragraph 11.6.

Any change in circumstances that affects the client should be raised with the client as soon as possible. If the change in circumstances calls into question the accuracy or appropriateness of the advice to date, then a risk notice should be completed and forwarded to the Risk Manager without delay.

9.6.3 After

At the conclusion of every matter there should be a concluding risk assessment. If it is considered that the Practice should have done better for a client and that they could fairly complain about the service provided or make a claim, the fee earner should discuss with the Risk Manager, who should keep a note to say that the file should be kept in view. The Risk Manager should also consider making a notification of circumstances under the law practice's insurance policy.

9.7 MONEY LAUNDERING AND FINANCING OF TERRORISM RISKS

All members of the Practice must be conscious of and protect against the possibility of money-laundering or financing of terrorism activities related to any new instruction by taking the following steps.

9.7.1 Prevention of money laundering and financing of terrorism laws

All members of the Practice must acquaint themselves thoroughly with the prevention of money laundering and financing of terrorism laws cited below and the consequences of non-compliance with the same:

- a. Part VA of the Legal Profession Act
- b. Legal Profession (Prevention of Money Laundering and Financing of Terrorism) Rules 2015 ("Prevention of Money Laundering Rules")
- c. Council's Practice Direction of 2015 – Prevention of Money Laundering and Financing of Terrorism ("Prevention of Money Laundering PD")
- d. Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap 65A); and
- e. Terrorism (Suppression of Financing) Act (Cap 325).

Part VA of the Legal Profession Act and the Prevention of Money Laundering Rules apply to a legal practitioner and law practice preparing for or carrying out any transaction concerning a "relevant matter". A "relevant matter" is defined in Section 70A(2) of the Legal Profession Act as any of the following matters:

- a. acquisition, divestment or any other dealing of any interest in real estate;
- b. management of client's moneys, securities or other assets, or of bank, savings or securities accounts;
- c. creation, operation or management of any company, corporation, partnership, society, trust or other legal entity or legal arrangement;
- d. acquisition, merger, sale or disposal of any company, corporation, partnership, sole proprietorship, business trust or other business entity;
- e. any matter, in which a legal practitioner or law practice acts for a client, that is unusual in the ordinary course of business, having regard to the complexity of the matter; the quantum involved, any apparent economic or lawful purpose of the matter; and the business and risk profile of the client.

9.7.2 Client due diligence

All members must comply with the client due diligence ("CDD") regime, involving the verification of the identity of your client and being alert to suspicious circumstances suggesting the possibility of money-laundering or financing of terrorism activities. In particular, all members must complete the Practice's Client Due Diligence Checklist ("CDD Checklist") for all new and ongoing instructions. A summary of the CDD Checklist is attached as Appendix 9A and the CDD Checklist is attached as Appendix 9B.

9.7.3 Timing of client due diligence

The CDD measures must be performed before the start of establishing a business relationship with the client, or during the course of establishing such relationship. If the law practice defers completing such measures, the law practice must adopt internal risk management policies and procedures, under which it may establish a business relationship before completing the relevant CDD measures. It must complete the relevant CDD measures as soon as is reasonably practicable.

The CDD checklist should preferably be approved PRIOR TO the acceptance of any new instruction from an existing or new client. The completed and signed CDD checklist, together with relevant File Notes, must be documented.

9.7.4 Suspicious transaction reporting

If you form a suspicion that money laundering is involved in any matter on which you are instructed, you must not establish any new business relationship with the client or undertake any new matter for the client. And you must file a suspicion transaction report with either or both of the following:

- a. A Suspicious Transaction Reporting Officer, if the client may be engaged in money laundering; or
- b. A police officer or Commercial Affairs Officer, if the client may be engaged in financing terrorism.

9.7.5 Policies, procedures and controls

Policies, procedures and controls for the prevention of money laundering and the financing of terrorism have been developed taking into account our law practice's risk profile.

These policies, procedures and controls should be implemented in a risk-based and proportionate manner.

For details, see Part 2 of the Prevention of Money Laundering PD.

Our Practice's policies, procedures and controls are set out in Appendix 9C.

Appendix 9A – Summary of Client Due Diligence Checklist

Client due diligence procedures are mandated by the Legal Profession Act and the Prevention of Money Laundering Rules as they assist lawyers to identify high risk clients and transactions in order to avoid inadvertently committing a money laundering or financing of terrorism offence.

Under Section 70F of the Legal Profession Act and Rule 26 of the Prevention of Money Laundering Rules, the Council of the Law Society is empowered to and does conduct inspections of law practices in order to ascertain whether the Legal Profession Act and the Prevention of Money Laundering Rules are being complied with.

To assist lawyers to comply with the CDD procedures under the Prevention of Money Laundering Rules and the Prevention of Money Laundering PD, the Law Society has prepared a sample CDD checklist which lawyers may adapt for their use as necessary. Following a CDD checklist would help lawyers to identify unusual or suspicious behaviour and other risk factors. Lawyers have a duty to report suspicious transactions. Non-compliance with CDD procedures also renders a lawyer liable to disciplinary proceedings.

Finally, lawyers are reminded that they are required to keep client verification documents and records for at least 5 years under Rule 20 of the Prevention of Money Laundering Rules. Implementing a CDD checklist would assist lawyers in organizing these documents and records.

Summary of the CDD Checklist

Risk based approach

A law practice must perform, in relation to a client, CDD measures that are commensurate with the level of risk of money laundering and financing of terrorism. The law practice must:

- a. perform, in relation to each client, an adequate analysis of the risks of money laundering and the financing of terrorism;
- b. document the analysis and the conclusions reached; and
- c. keep the analysis up to date.

The mere presence of risk factors is not necessarily a basis for suspecting money laundering or the financing of terrorism, as a client may be able to provide a legitimate explanation. Risk factors should assist the law practice in applying a risk-based approach to the CDD requirements of knowing the identity of the client (and the beneficial owners), understanding the nature and the purpose of the business relationship between the law practice and the client, and understanding the source of wealth and the source of funds of the client.

If a client is unable to provide an adequate, satisfactory and credible explanation in response to an enquiry, this does not necessarily constitute a sufficient basis to impute criminal activity on the client's part. Further enquiry is therefore required, and where responses are not credible, or the suspicions are not adequately allayed by the responses, the law practice should not accept any further instructions from the client, and the existing business relationship must be terminated. The law practice should also consider whether to file a suspicious transaction report.

For details, see paragraphs 3.3 to 3.5 of the Prevention of Money Laundering PD.

Section A – Existing client

The full client identity check may be waived for the following categories of existing clients:

- a. a Category A client who has been in contact with the law practice for the last 5 years and had provided formal identification to the Practice on first contact; or
- b. a Category B client who has been in regular contact with the law practice for the last 5 years and had not provided formal identification on initial contact.

For details, see paragraph 3.8 of the Prevention of Money Laundering PD.

Section B – Waiver for famous client

If the client does not fall within section A, the next step is to consider whether the client is an individual who is nationally or internationally known. In such a case, client identity documents are not required if the lawyer/law practice is satisfied on reasonable grounds that an individual is nationally or internationally known. The law practice must document the reasons for not obtaining the client's identity documents (see paragraph 3.7 of the Prevention of Money Laundering PD). However the law practice must still obtain and record the client's full name, date of birth, nationality and residential address.

Section C – For new clients who are natural persons

The law practice must ascertain and verify the identity of the client using objectively reliable and independent source documents, data or information. The law practice may employ a wide range of sources including Google searches and conversations with reliable individuals when verifying the client's identity.

To ascertain the identity of a client, the law practice must at least obtain and record the following information:

- a. full name, including any alias
- b. date of birth
- c. nationality
- d. residential address

If necessary, the law practice should also obtain information on the client's occupation and address of the employer.

For high risk clients, enhanced due diligence checks must be conducted. High risk clients include Politically Exposed Persons and clients with criminal convictions involving fraud or dishonesty (see paragraph 3.5 of the Prevention of Money Laundering PD for examples of high risk factors).

Section D – For new clients who are entities or legal arrangements

The same risk based approach and the factors in determining the client's risk profile are applicable to new clients which are corporate entities or unincorporated bodies.

If the client is an entity or legal arrangement, the law practice must establish the existence of the client, the name and legal form of the client, the identities of its directors/partners (including individuals in the senior management), the address of the registered office and the address of the principal place of business.

The law practice also must take reasonable measures to verify and identify each beneficial owner of the client. A beneficial owner is any individual who has a controlling ownership interest (ownership of more than 25% of the shares or voting rights) in the client. See also paragraphs 3.6 and 3.7 of the Prevention of Money Laundering PD.

Section E – Particulars of individual purporting to act on behalf of client

In the event the law practice receives instructions from an individual purporting to act on behalf of a client, the following CDD measures in relation to that individual must be performed:

- a. verify whether the individual is authorised to act on behalf of the client;
- b. ascertain and verify the identity of the individual.

For details, see paragraph 3.9 of the Prevention of Money Laundering PD.

Section F – Reliance on third party to conduct client due diligence

A law practice may rely on a third party (for example, another law practice or bank that is appropriately qualified) to perform the CDD measures, if the requirements set out in paragraph 3.10 of the Prevention of Money Laundering PD are met.

Section G – Ongoing client due diligence on the business relationship

The law practice must conduct the following ongoing CDD measures on the business relationship with the client during the course of the business relationship:

- a. ensure the transactions undertaken are consistent with the law practice's knowledge of the client, the client's business, the client's risk profile and, where appropriate, the source of funds for those transactions; and
- b. ensure that the following are relevant and kept up-to-date: CDD data, documents and information obtained in respect of the client, each individual appointed to act on behalf of the client, and each beneficial owner of the client; and
- c. if there are reasonable grounds for suspecting that the business relationship involves

money laundering or the financing of terrorism, but the law practice considers it appropriate to retain the client, then the law practice must substantiate and document the reasons for retaining the client and subject the business relationship to commensurate risk mitigation measures, including enhanced ongoing monitoring; and

- d. if the law practice assesses that the client is a higher risk client, or the business relationship with the client is a higher risk business relationship, then it must perform enhanced CDD measures and obtain the senior management's approval to retain the client.

For details, see paragraph 3.13 of the Prevention of Money Laundering PD.

Section H – Enhanced client due diligence for high risk clients

The law practice must perform enhanced CDD measures in the following situations:

- a. Where the risks of money laundering and the financing of terrorism are raised;
- b. Where the client or the client's beneficial owner is a foreign politically-exposed individual, or a family member or close associate of any such individual;
- c. Where you have assessed the business relationship with the client to be a higher risk business relationship, and the client or the client's beneficial owner is a domestic politically-exposed individual; an individual entrusted with a prominent function in an international organisation; or a family member or close associate of any such individual.

For high risk clients in Section C or D, the additional information obtained about such clients as part of enhanced due diligence checks must be set out in Section H.

In addition, you must conduct ongoing checks for high risk clients. For details, see paragraph 3.14 of the Prevention of Money Laundering PD.

Section I – Inability to complete client due diligence measures

If you are unable to complete any CDD measures, you:

- a. must not commence any new business relationship, and must terminate any existing business relationship with the client;
- b. must not undertake any transaction for the client; and
- c. must consider whether to file a suspicious transaction report in relation to the client.

The law practice should document the reasons why it was unable to complete the CDD measures.

For details, see paragraph 3.15 of the Prevention of Money Laundering PD.

Section J - Approvals

Section J sets out the various approvals required within the law practice upon completion of the CDD checklist.

Appendix 9B – Sample Checklist for Client Due Diligence (“CDD Checklist”)

[NAME OF LAW PRACTICE]

Sample Client Due Diligence Checklist

MATTER NO.:		DATE OF RECORD:	
NAME OF CLIENT:		FILED BY:	
SUBJECT MATTER:			

This Checklist is designed to assist lawyers and law practices in their compliance with the Legal Profession Act, Legal Profession (Prevention of Money Laundering and Financing of Terrorism) Rules 2015 (abbreviated “Rules” in this checklist) and the Council’s Practice Direction (Paragraph 1 of 2015) on Prevention of Money Laundering and Financing of Terrorism.

Certain sections in this Checklist require the signatures from the lawyer/partner/director/proprietor of the law practice. Documents and records obtained through client (customer) due diligence measures must be maintained for at least 5 years.

SECTION A: EXISTING CLIENT *(Rule 14; PD 3.8)*

A(1) Identity Waiver for Existing Client

Is the Client an existing client who has been in contact with the law practice for the last 5 years? (Note: Existing clients who have not been in contact with the Practice for last 5 years or more do not qualify for identity waivers.)	Yes <input type="checkbox"/> Complete A(2) below and Proceed to Section C or D	No <input type="checkbox"/> Proceed to Section B
--	---	--

A(2) Profile of Existing Client Waived

☐ Category A Clients

Formal identification of the Client was provided to the law practice on first contact and I have been in contact with the Client for the last 5 years since _____. I am satisfied the identification documents are adequate; or

☐ Category B Clients

No identification was provided on the initial contact but I have been in regular contact with the Client for the last 5 years. I have known the Client who was introduced to me by _____ since _____; and I can confirm that the Client data given in Section C and / or Section D is accurate.

I am satisfied that the risk of money laundering and terrorist financing is low and I propose that the file be opened and instructions accepted.

Signed by: _____	Approved by Partner / Director / Sole Proprietor: _____
Name and Signature of Engagement	Name and Signature

Lawyer _____	_____ Date
Date _____	

SECTION B: WAIVER FOR FAMOUS CLIENT (PD 3.7)

Client identity documents are not required if the law practice is satisfied on reasonable grounds that an individual is nationally or internationally known.

Though I have not seen the identity documents of the Client, I am satisfied with the identity of the Client and his/her address as he/she is nationally/internationally known.

Name and signature of Engagement Lawyer

Date

SECTION C: FOR NEW CLIENTS WHO ARE NATURAL PERSONS (Rule 6; PD 3.6)

If waiver is obtained under Section A, please complete C(3) – C(5).

If waiver is obtained under Section B, please complete C(1) and C(3) – C(5).

C(1) Particulars of Individual

Name:	Gender : Male / Female *(Delete Where Applicable)
Address:	
Date of Birth:	Passport / NRIC No.: *(Delete Where Applicable)
Nationality:	Occupation:

C(2) Documents, Data or Information to Verify Identity

Documents obtained from client (where these are copies, originals have been sighted):

- ☐ Passport/NRIC/FIN No.
- ☐ Proof of address
- ☐ Other documents, data or information

(To provide description):

C(3) Politically – Exposed Individual

(a) Is your client a politically-exposed individual?

☐ Yes ☐ No

If yes, describe the nature of the prominent public function the person is or has been entrusted with as a foreign or domestic politically-exposed individual/or the nature of the prominent function the person has been entrusted with in an international organization:

(b) Is your client a family member of a politically-exposed individual?

☐ Yes ☐ No

If yes, describe the nature of the person's relationship with the politically-exposed individual : _____

(c) Is your client a close associate of a politically-exposed individual?

☐ Yes ☐ No

If yes, describe the nature of the person's relationship with the politically-exposed individual : _____

Attach all documents on screening and searches performed (if any) for politically-exposed individuals, their family members and close associates.

C(4) Business Relationship

Provide information on the purpose and intended nature of the business relationship:

C(5) Risk Profile

Risks of money laundering and the financing of terrorism (taking into account the above information and stating reasons for the grading):

☐ Low Risk

☐ High Risk – Complete Section H (Enhanced Client Due Diligence)

Reasons:

(Note – if the Client or beneficial owner is a (i) domestic politically-exposed individual, or (ii) an individual entrusted with a prominent function in an international organization, or (iii) a family member or close associate of such an individual – enhanced client due diligence must be performed if the business relationship is assessed to be a higher risk business relationship.)

SECTION D: FOR NEW CLIENTS WHO ARE ENTITIES OR LEGAL ARRANGEMENTS *(Rule 8; PD 3.6)*

If waiver is obtained under Section A, please complete D(3) – D(9).

D(1) Particulars of Entity/Description of Legal Arrangement

Name of Entity:

Nature of the client's business:

Type of Entity:

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Limited partnership
- ☐ Limited liability partnership
- ☐ Corporation sole
- ☐ Company
- ☐ Other association or body of persons corporate or incorporate: _____

Type of Legal Arrangement:

- ☐ Express trust
 - ☐ Other legal arrangement
- (To provide description):

Is the Client a Ministry or department of the Singapore Government, an organ of the Singapore State or statutory board in Singapore; or a ministry or department of the government of a foreign country (Rule 6(3) of the Rules; PD 3.7):

☐ Yes ☐ No

If yes, describe the Client: _____

(Note – If yes, D(1) – D(2) need not be completed unless there is suspicion that the Client may be engaged in, or the business relationship may involve engagement in, money laundering or the financing of terrorism.)

Country of Incorporation / Registration/ Constitution:

Address of Registered Office:

Address of principal place of business (to be completed if the registered office is not the principal place of business):

D(2) Documents, Data or Information to Verify Identity

- ☐ ACRA business profile
- ☐ Constitution or memorandum and articles of association
- ☐ Trust deed (if Client is an express trust)
- ☐ Other documents, data or information

(To provide description):

Particulars of Sole Proprietor/ Directors / Partner/ Executive Committees (*where applicable*) of the entity to be attached. Particulars of each trustee of the legal arrangement to be attached.

D(3) Waiver of Client Due Diligence Measures for Beneficial Ownership

Is the Client listed in Rule 8(4) of the Rules; PD 3.7:

- ☐ Yes ☐ No

If yes, describe the Client: _____

(Note - If yes, D(4) – D(6) need not be completed unless there is suspicion that the Client may be engaged in, or the business relationship may involve engagement in, money laundering or the financing of terrorism.)

D(4) Particulars Of Beneficial Owner(s)

Provide information of nature of beneficial ownership (e.g. more than 25% of ownership of the client):

Name:	Gender: Male / Female *(Delete Where Applicable)
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Address:

Date of Birth:	Passport / NRIC No.: *(Delete Where Applicable)
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Nationality:	Occupation:
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D(5) Nature of Business, Ownership and Control Structure of Client

Provide information of nature of business, and ownership and control structure of the Client:

D(6) Documents, Data or Information to Verify Identity of Beneficial Owner

- ☐ ACRA business profile
- ☐ Constitution or memorandum and articles of association
- ☐ Trust deed (if client is an express trust)
- ☐ Other documents, data or information

(To provide description):

D(7) Politically-Exposed Individual

(a) Is the beneficial owner (if any) a politically-exposed individual?

☐ Yes ☐ No

If yes, describe the nature of the prominent public function the person is or has been entrusted with as a foreign or domestic politically-exposed individual/or the nature of the prominent function the person has been entrusted with in an international organization:

(b) Is the beneficial owner a family member of a politically-exposed individual?

☐ Yes ☐ No

If yes, describe the nature of the person's relationship with the politically-exposed individual: _____

(c) Is the beneficial owner a close associate of a politically-exposed individual?

☐ Yes ☐ No

If yes, describe the nature of the person's relationship with the politically-exposed individual: _____

(Attach all documents on screening and searches performed (if any) for politically-exposed individuals, their family members and close associates.)

D(8) Business Relationship:

Provide information on the purpose and intended nature of the business relationship:

D(9) Risk Profile:

Risks of money laundering and the financing of terrorism (taking into account the above information and stating reasons for the grading):

☐ Low Risk

☐ High Risk – Complete Section H (Enhanced Client Due Diligence)

Reasons :

(Note – if the Client or beneficial owner is a (i) domestic politically-exposed individual, or (ii) an individual entrusted with a prominent function in an international organization, or (iii) a family member or close associate of such an individual – enhanced client due diligence must be performed if the business relationship is assessed to be a higher risk business relationship.)

SECTION E: PARTICULARS OF INDIVIDUAL PURPORTING TO ACT ON BEHALF OF CLIENT *(Rule 7; PD 3.9)*

Name:	Gender: Male / Female *(Delete Where Applicable)
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Address:

Date of Birth:	Passport / NRIC No.: *(Delete Where Applicable)
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Nationality:	Occupation:
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Provide information on the steps taken to:

(a) Verify whether the individual is authorized to act on behalf of the client; and

(b) Ascertain and verify the identity of the individual

SECTION F: RELIANCE ON THIRD PARTY TO CONDUCT CLIENT DUE DILIGENCE *(Rule 17; PD 3.10)*

Name of third party:

Country of Incorporation / Residence (if individual):		
Third party is a Legal Professional / Auditor / Financial Institution / Others * <i>(Delete where applicable)</i> Details of Others: _____		
Third party is subject to and supervised for compliance with requirements for the prevention of money laundering and the financing of terrorism consistent with the standards set by FATF	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Third party has measures in place for compliance with those requirements	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Third party is able and willing to provide without delay, upon request by the law practice (where necessary), all source documents, data or information that have been obtained by the third party	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Third party may be relied upon to perform client due diligence measures if the above conditions are all met. (Third party <u>cannot</u> be relied upon to perform ongoing client due diligence on the business relationship.)</p> <p>If the third party is relied on to perform client due diligence measures, all information required as part of the client due diligence measures, must be obtained from the third party.</p>		
Comments:		
SECTION G: ONGOING CLIENT DUE DILIGENCE ON THE BUSINESS RELATIONSHIP <i>(Rule 9; PD 3.13)</i>		
Date(s) of Review undertaken:		
Whether transactions undertaken are consistent with the information in Sections C and D:		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Whether client due diligence data, documents and information are relevant and kept up-to-date		

<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Risk Profile (Post-Review):</p> <p><input type="checkbox"/> Low Risk</p> <p><input type="checkbox"/> High Risk – Complete Section H (Enhanced Client Due Diligence)</p> <p>Reasons:</p>
<p>Reasons to retain existing client (where there are grounds to suspect the business relationship involves engagement in money laundering or financing of terrorism):</p> <p>Nature of risk mitigation measures:</p> <p>Complete Section H (Enhanced Client Due Diligence)</p>
<p>Comments:</p>
<p>SECTION H: ENHANCED CLIENT DUE DILIGENCE FOR HIGH RISK CLIENTS <i>(Rule 13; PD 3.14)</i></p>
<p>Obtain approval of senior management before:</p> <p>In the case of a new client, establishing a business relationship with the client; or</p> <p>In the case of an existing client, continuing a business relationship with the client.</p> <p>Comments:</p>
<p>Provide information on source of wealth of the client, and if the client is an entity or legal arrangement, of the beneficial owner of the client:</p>
<p>Provide information of the source of funds of the client, and if the client is an entity or legal arrangement, of the beneficial owner of the client:</p>

Nature of enhanced ongoing monitoring of the business relationship:	
SECTION I: INABILITY TO COMPLETE CLIENT DUE DILIGENCE MEASURES <i>(Rule 15; PD 3.15)</i>	
Comments:	
<p>(Note – A deferral of the completion of certain client due diligence measures is allowed if the law practice adopts internal risk management policies and procedures under which a business relationship may be established before the completion of the relevant client due diligence measures; and the legal practitioner/law practice completes the relevant client due diligence measures as soon as is reasonably practicable (Rule 11; PD 3.12).)</p>	
SECTION J: APPROVALS	
I certify that the information above is correct and accurate to the best of my knowledge.	
Signed by Engagement Lawyer <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Name and Signature <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Date	Approved by Compliance Officer (if any) <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Name and Signature <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Date
For High Risk Cases, approval to establish a business relationship/continue a business relationship from Senior Management required and obtained from:	
Signed by <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Name and Signature	Signed by <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Name and Signature

<hr/> Designation <hr/> Date	<hr/> Designation <hr/> Date
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Appendix 9C – Policies, Procedures and Controls for the Prevention of Money Laundering and Financing of Terrorism

Policies

[NOTES: The following are examples of policies you could consider adopting or modifying to suit your law practice:

- 1 [Name of law practice] is committed:
 - To ensuring compliance with the prevention of money laundering and financing of terrorism requirements in the Legal Profession Act ("LPA"), Legal Profession (Prevention of Money Laundering and Financing of Terrorism) Rules 2015 ("Prevention of Money Laundering Rules"), and Council's Prevention of Money Laundering and Financing of Terrorism Practice Direction (Paragraph 1 of 2015) ("Prevention of Money Laundering PD").
 - To ensuring that its practitioners and staff comply with the client due diligence measures in the LPA, Prevention of Money Laundering Rules and Prevention of Money Laundering PD.
 - To ensuring compliance with the suspicious transaction reporting requirements in the LPA, Prevention of Money Laundering Rules and Prevention of Money Laundering PD.
 - To ensuring that its practitioners and staff are made aware of the prevention of money laundering and financing of terrorism requirements.
- 2 [Name of law practice] will adopt screening procedures for new employees.
- 3 [Name of law practice] will maintain documents and records in accordance with the requirements in the LPA, Prevention of Money Laundering Rules and Prevention of Money Laundering PD.
- 4 [Name of law practice] will carry out regular review, assessment and updates of its policies, procedures and controls to ensure that they are adequate and they manage the money laundering and financing of terrorism risks effectively.]

Procedures

[NOTES: Procedures will describe how each policy will be put into action. Procedures could be in the form of instructions, forms, checklists, or flowcharts.]

Controls

[NOTES: Controls are to monitor compliance, to ensure that the procedures are complied with and to mitigate the risks.]

10 CLIENT CARE

The quality of our service to clients is critical to the present and future success of the Practice. We are a professional practice and we are judged by the degree of professionalism with which we deliver our services to our clients.

Everyone in the Practice plays a part in the impression that the client receives. The greeting at the reception and on the telephone, the efficiency with which we deal with the client's enquiries, the quality of our correspondence and advice, are all elements of the image we project of the Practice.

These procedures relating to client communication (via telephone, meetings, correspondence) are aimed at ensuring that the client's experience at our Practice is a favourable one and, therefore, more likely to be repeated.

10.1 KEY ELEMENTS OF OUR SERVICE

In keeping with our Practice goals of excellence in service standards, all members of the Practice are expected to comply with the following guiding principles:

10.1.1 Expertise

Our aim is to provide reliable, accurate and professional legal services to all clients. All members of the Practice must ensure that they are suitably trained to provide the range and depth of service for which they have responsibility. We must not accept instructions which go beyond our professional expertise.

10.1.2 Confidentiality

All lawyers are bound by the Legal Profession (Professional Conduct) Rules which require confidentiality in all dealings with clients. This means that no member may reveal to any outsider the nature of instructions provided or advice given to any client, other than in the pursuit of the client's instructions. In most circumstances, it will also be inappropriate to reveal that we are in receipt of instructions from any named client.

This is particularly the case in litigation, especially in criminal or divorce proceedings. If you are aware that friends or other people that you know are instructing the Practice, it may be tempting to reveal information to others; do not do so. If you are ever in doubt as to whether you should reveal whether we act for a given client, check with your Supervising Partner. Breaches of confidentiality could cause considerable problems for the Practice and will be treated as a serious disciplinary offence.

10.1.3 Commitment

Clients seek legal advice for a variety of reasons, but their instructions may require a great deal of sensitivity. All clients are entitled to expect a real commitment from our lawyers in handling their matters, and for us to attach appropriate priority to their needs and requirements. A professional service does not involve becoming emotional, however, and this should be borne in mind in all communications.

If it is necessary to make a threat, it should be clear that the threat is one that our client

makes. Eg, 'In the event that you do not respond we are instructed to issue proceedings without notice' Instead of 'we will issue proceedings if you do not respond to us'.

10.1.4 Courtesy

Proper respect must be shown to clients and all others with whom we have dealings. Courtesy extends to arrangements for seeing clients in the office or elsewhere. Delays and postponements must be avoided, if possible, or at least explained. The methods of answering the telephone explained in this Guide ensure that we project an appropriate degree of business-like efficiency and professionalism at all times.

10.1.5 Communication

Clients must be kept abreast of developments which affect them. The Practice's policies on matter status reporting to clients is found in the sections relating to Case Management; particularly, in relation to the confirmation of instructions received and advice on the costs position of matters as they develop. Most of the complaints made against lawyers relate to poor communication rather than lack of expertise. Our policies on client care and communication are aimed at preventing such problems from arising in all our dealings with our clients.

10.1.6 Professional Conduct

All lawyers in the Practice are bound by the relevant legislation, Practice Directions, Rulings, and Guidance Notes, including the Legal Profession (Professional Conduct) Rules which prescribes the standards of professional conduct required of all practising members of the legal profession in Singapore. Details and explanation on ethical guidance can be found on the Law Society's website at 'For Lawyers > Running Your Practice > [Guidance on Professional and Practice Issues](#)'.

A breach of these Rules may entitle the client to make a complaint against you under the following statutory provisions:

- a. Complaint of Professional Misconduct under s85(1) of the Legal Profession Act; or
- b. Complaint of Inadequate Professional Service under s75B of the Legal Profession Act

The [Complaints](#) section on the Law Society's website gives an overview, from the client's perspective, of the process of lodging a s85(1) or s75B complaint.

The final outcome of a complaint of professional misconduct may be extremely severe, including:

- a. An imposition of a penalty of \$100,000;
- b. Suspension from practice; or
- c. Striking out the lawyer's name from the Roll.

All lawyers in the Practice are required to familiarise themselves with these rules and to keep them constantly in mind in all dealings with clients.

10.2 THE RECEPTION

10.2.1 Role of the Receptionist

The Receptionist is responsible for ensuring that:

- a. The Reception is tidy, that newspaper and magazines are up to date and are neatly arranged;
- b. The Practice's publicity material is made available to visitors and is kept in presentable condition, and that floral displays are fresh; and
- c. If there is a delay of over 10 minutes and the visitors are kept waiting, they must be informed of the reasons for the delay and provided with suitable refreshment.

10.2.2 Client Confidentiality in the Reception Area

Issues of client confidentiality in the Reception area must be kept in mind by all members of the Practice. Avoid discussing client activities in the Reception, including the lift lobby and common areas.

Any conversations with clients in the Reception should be limited to pleasantries, appointment times, etc., only. If there is to be any discussions of confidential information an office or meeting room must be used.

10.3 APPROPRIATE DRESS AND DEMEANOUR

It is important that we project an image of professionalism at all times. All members of the Practice [including Staff] should dress in a manner which is appropriate for a professional practice, and in particular avoid [specify, e.g. shorts, jeans, t-shirts, tanktops, slippers or flipflops, cutoff trousers etc].

10.4 LAWYER'S RESPONSIBILITIES

Lawyers are responsible to ensure that:

- a. The Receptionist is notified of all client appointments;
- b. A meeting room is booked as soon as the appointment is confirmed;
- c. The client is not kept waiting;
- d. Their secretary or the Receptionist is informed of their whereabouts in the building; or when they leave the office (other than at lunchtime) and what time they will be back; or when they are at a meeting and cannot be interrupted;
- e. There is sufficient time prior to their next commitment for the client's matter to be properly dealt with; and
- f. There are no interruptions during the meeting with the client unless an emergency occurs; in which event, it is important that the client is not given the impression that another client's matter is given higher priority.

10.5 TELEPHONE MANNERS

All incoming calls must be answered promptly. All members are required to extend the same courtesies to the client over the telephone in keeping with the professional image of the Practice. In addition, please note the following procedures for relaying messages and telephone calls from clients.

Procedures and Guidelines for using the Practice's [PABX / Phonenet / Name of System] telephone system to pick up / redirect calls / set voicemail messages are attached at Appendix 4E.

10.5.1 Responsibilities of the Receptionist (Telephone Switchboard)

The Receptionist should answer all incoming calls with the the name of the Practice followed by an appropriate greeting ("*Good Morning*" or "*Good Afternoon*"); then ascertain the identity of the caller and the person they wish to speak to.

If the person is not in the Office or has left instructions that he / she cannot be interrupted, the Receptionist should indicate when the person will be available and ask the caller if he / she would like to leave a message. The Receptionist is responsible for ensuring that all telephone messages are related in a timely manner to the relevant person.

10.5.2 Responsibilities of Lawyer / Staff (Individual Extensions)

You should identify yourself to all incoming callers.

Any lawyer who leaves his / her desk must redirect his / her telephone to a secretary and inform the designated secretary what time he / she will be back.

Group "call pickup" policies apply to staff in the same section. When any phone rings in your section and is unanswered after the [fourth] ring, please pick up the call and take a message on behalf of the staff who has left his / her desk.

When answering calls for any party who is not available, take a message from the caller and ensure that it is related to the relevant party. As far as possible, inform the caller of when the lawyer will return his / her call.

The User Guide for picking up and redirecting telephone calls using the [name of system] telephone system is found in Appendix 4E.

10.6 ADDRESSING CLIENTS IN CORRESPONDENCE

When writing to clients, address the client by their appropriate title and name.

Avoid using first names, unless the client is well known to you.

Letters to companies or other law practices, must be addressed to the company / Law Practice and not the liaison party / lawyer handling the matter. In most cases, therefore, "*Dear Sirs*" is the appropriate method of address.

References to the Practice in all correspondence should be "we" not "I".

10.7 CLIENT COMPLAINTS

Although we strive to provide the best service possible for all clients, some may be dissatisfied with the service that we provide. How we respond to client's complaints is an important indicator of our professionalism.

10.7.1 Preventing a Complaint

At the outset, we expect the lawyer to anticipate a complaint arising from the difficulties that the client has encountered in his or her dealings with the lawyer. At this stage, it may be possible to resolve the problem or misunderstanding. A nicely worded verbal or written apology and assurances that the difficulties will be addressed may persuade the client not to

make the complaint “official”. Do not become defensive or emotional and do not try to avoid the client as this will make matters worse.

It is recommended that you bring your Supervising Partner into the picture as soon as you encounter any difficulties with your client in order to prevent these difficulties from accelerating into a complaint against you. This is also likely to assure your client that his problem is receiving attention from someone with higher authority than you in the Practice.

10.7.2 Dealing with a Complaint

If you are unable to satisfy the client at this initial informal stage, you must:

- a. Report the complaint to your Supervising Partner; and
- b. Provide the Client with the Client Complaints Policy and Form (Appendix 10A).

The Head of Department / Risk Management Partner is responsible for ensuring that all complaints received from the clients are duly investigated and dealt with. A copy of the Complaints form will be sent to the Risk Management Partner who must be kept updated on the actions taken and status of the Complaint.

10.7.3 Complaints Made to the Law Society

The client may make an “official” complaint to the Law Society of Singapore under the following provisions:

- a. Complaint of Professional Misconduct under s85(1) of the Legal Profession Act; or
- b. Complaint of Inadequate Professional Service under s75B of the Legal Profession Act.

The rules of procedure for the Council to consider a complaint of inadequate professional services prescribe that the Council first attempt to mediate a settlement between the lawyer and the client. Please see [Guide to Section 75B Complaints](#) for further details. It is available on the Law Society’s website, in Members Library > Regulatory Matters > Complaints Process.

For Complaints of Professional Misconduct, the Council shall refer the complaint to an Inquiry Panel. Please see [Guide to Section 85\(1\) Complaints](#) for further details. It is also available on the Law Society’s website in Members Library > Regulatory Matters > Complaints Process.

10.7.4 Internal Complaints Review

As part of the annual management review, the Risk Management Partner will review the complaints record for the year and make the appropriate recommendation for addressing the risks identified through the complaints made against its lawyers.

Appendix 10A – Client’s Complaint Policy and Form

Our Complaints Policy

We are committed to providing a high-quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards.

Our Complaints Procedure

If you have a complaint, please complete and submit this Form to our Managing Partner, [Name]. He / She will contact you shortly to follow up on your complaint.

Complainant:	_____	Date:	_____
Address:	_____		
Telephone:	_____	Email / Fax:	_____
Name of Lawyer / Staff involved:	_____	Department:	_____
Matter Description:	_____	Matter No:	_____
Nature of Complaint:	<div></div>		
Details of Complaint:			
<div></div>			
Signed:	_____	Date:	_____

11 CASE MANAGEMENT

In this section, “fee earner” shall refer to the lawyer taking charge of the matter and shall include any locum solicitor who undertakes case work on behalf of the Practice.

11.1 ACCEPTANCE AND REJECTION OF INSTRUCTIONS

The Practice is not obliged to accept all possible instructions. The circumstances where it should decline instructions include:

- a. The work is not of a specialisation that the Practice offers or it falls under the “generally unacceptable” category of work as specified in the Risk Management section;
- b. Resources would be inadequate to perform the work to the satisfaction of the client, or the quality of our service to other clients would be placed in jeopardy;
- c. It would be economically unviable for the Practice to do the work and it is not felt appropriate to accept the instructions under our pro bono policy;
- d. Unsatisfactory past experience with that client, such as their previous refusal to pay a bill or offensive or threatening behaviour to a representative of the Practice;
- e. There is, or could reasonably be suspected to be, a conflict of interest in relation to the instructions and existing clients or instructions received; and
- f. There is, or could reasonably be suspected to be, a strong likelihood of money-laundering or financing of terrorism activity.

On occasion, the Practice may receive instructions where a previous solicitor has represented that client on that matter to date. In such circumstances there must be noted on the file:

- a. The name of the previous solicitor and the Practice;
- b. The reason for the transfer; and
- c. The outcome of consideration of any special issues in relation to the instructions, such as outstanding complaints or claims or difficulties with costs and expenses to date. Any undertaking for costs to date must comply with the general procedure on undertakings.

11.2 CONFLICT OF INTEREST, CLIENT VERIFICATION AND FILE OPENING

Conflict of interest should be considered before the commencement of any matters. In this Practice, a conflict of interest search must be carried out through our Practice Management System before a matter is commenced.

In some cases, it may be also be prudent for the fee-earner to make necessary enquiries to his or her colleagues to ensure that there is no conflict.

The procedure for opening a file to commence a matter is set out below:

- a. The Fee Earner must comply with the “Client Due Diligence” regime by completing the CDD Checklist and relevant File Notes. See Appendices 9A and 9B;
- b. Fee-earner verifies that a file opening form is completed and sent to the accounts department. The File Opening Form is attached as Appendix 11A and must be accompanied by documentary evidence of the client’s identity;
- c. The accounts department runs a conflicts check in the Practice Management System to identify any potential conflict of interests;
- d. A copy of the file opening form and the results of the conflicts search is sent to the relevant Supervising Partner;
- e. The Supervising Partner will determine if the Practice should accept the instructions taking into account the factors set out in Paragraph 11.1. The signature of a partner on

a file opening form signifies that the Practice can and will accept the matter. Where there is any doubt on the part of any fee-earner as to whether the instructions should be accepted, the matter should be referred to the relevant Head of Department;

- f. The Head of Department should be consulted before the Practice declines a matter;
- g. Where a conflict is identified, the client should be informed in writing that the case can only be accepted if the potential opponent does not object;
- h. The client's instructions must be declined if the potential opponent does object;
- i. The undertaking of a conflict check should be recorded on the matter file;
- j. Where instructions are declined for reasons other than conflict of interest, the client should be notified in writing of the Practice's refusal to take on the work together with any reasons which can appropriately be given in the circumstances; and
- k. Refer to Paragraph 11.4 for the procedure on Taking Instructions from Clients.

11.3 FILE SUMMARY SHEETS

It is mandatory that a file summary sheet be used on all matter files and constantly kept up to date by all fee-earners handling the matter. This ensures that the status of the matter will be readily apparent to anyone checking the file.

A copy of a File Summary Sheet is Attached as Appendix 11B.

11.4 TAKING INSTRUCTIONS

This section describes the way in which instructions are taken from clients to ensure that the Practice fully understands the client's needs and that the client understands what work is to be conducted on its behalf and the costs involved. It applies to all matters.

Fee-earners shall take instructions in the following manner:

- a. Fee-earners will take instructions only for matters that fall within their area of expertise. Client requirements may be by written instruction, telephone, or obtained by interview.
- b. For the initial meetings with the client, the fee-earner shall identify the essential elements of the problem and discuss with the client the options that might be available to provide a basis for costing and projected time.
- c. The fee-earner will discuss with the client any degree of risk involved in pursuing the matter and record the discussion in the matter file.

Once the matter is accepted, the fee-earner shall send the client a letter of engagement which will contain:

- a. Confirmation of instructions, objectives, advice, agreed actions and time frames;
- b. Terms and conditions of the engagement;
- c. Costs and time information in line with the Legal Profession (Professional Conduct) Rules; and
- d. Name of the person handling the matter and the name of the person responsible for overall supervision.

The fee-earner shall use the Standard Letter of Engagement attached as Appendix 11C. Deviations from these templates are only permissible with partner approval.

In the case of repeat clients, the Practice should issue Agreed Terms and Conditions which shall apply to all instructions received from the client.

In more complex matters, a detailed case plan will be prepared. The plan could cover:

- a. Detailed information required – dates;
- b. Specific events in the case – time-scales and dates;
- c. Areas of law involved, precedents used, resources required; and
- d. Review arrangements.

The fee-earner shall maintain legible attendance notes which shall be made of all significant conversations both by telephone or face to face, (*enter the method of recording – e.g. file note, pro-forma etc*). Notes will show instructions taken, client objectives, advice given and any actions agreed.

Where instructions are received other than at a meeting, the fee-earner shall acknowledge the receipt of these instructions promptly, having regard to the sensitivity and urgency of the matter.

Where instructions are given during a meeting or phone call, it may be necessary to follow up with a written record of the instructions received orally.

Where a department has issued particular methods of taking instructions, such as through the use of checklists, these checklists should be used.

11.5 KEY DATES

This procedure details the arrangements for the identification and recording of key dates. It applies to all matters where key dates are appropriate.

Key dates include:

- a. Time limits of any nature;
- b. Court/Hearing dates;
- c. Limitation Periods;
- d. Completion dates;
- e. Any date that if missed may give rise to a negligence action or would require reporting to the Risk Manager or professional indemnity insurer; [and / or]
- f. (Insert any others appropriate to the Practice).

Fee-earners shall ensure that key dates are recorded in the following manner:

- a. Key dates shall be recorded prominently on the File Summary Sheet attached to the front of the matter file (insert where on the file they should be recorded);
- b. As a back up, key dates should also be entered into the_____. (insert the type of back up system to be used – e.g. central diary, fee-earners desk diary, case management system etc); and
- c. The back up record should be checked daily by the fee-earner or his or her secretary. Where the fee-earner is absent, the secretary shall inform the fee-earner's supervisor of forthcoming and due key dates.

11.6 CASE PROGRESS

This section sets out a systematic method of progressing and reviewing files in accordance

with the client's instructions and with relevant procedures. It applies to all matters.

Fee-earners progress matters in accordance with the time-scales required by the client.

Fee-earners ensure that as the matter progresses:

- a. Timely responses are made to all correspondence and telephone calls. Telephone calls should be returned within ____ hours and responses to correspondence should be made within ____ working days;
- b. All outgoing correspondence, documents, reports etc are checked, signed and dated;
- c. Information on progress is given to the client at appropriate intervals (e.g. on receipt of counsel or expert opinion, receipt of offers etc);
- d. The client is informed in writing if there are any changes in planned actions or in the person handling the matter. The client should also be informed if there is any change to the degree of risk involved in the light of information gained as the case progresses; and
- e. Information on costs should be given to the client at least every six months or at key stages (e.g. approaching any agreed limit). Information should cover costs to date and any revised estimate of total costs.

The fee-earner shall record all communication with the client, the other side or experts in an attendance note, in particular, communication where:

- a. Advice is given;
- b. Instructions are received from the client or are given on the clients behalf to others; and / or
- c. A decision is made, even if the decision is to do nothing.

All attendance notes should be dated and noted with the file reference and client name.

The fee-earner shall also record all file reviews, research, progress, verifications and checks, and internal discussions pertinent to the progress of the matter in the correspondence file.

The Attendance Note form is attached as Appendix 11F.

The fee-earner shall also continue to monitor the risks associated with the file and shall inform the relevant supervisor where circumstances change such that the Practice is exposed to an unusual degree of risk. This shall be done by way of the Risk Review Form attached as Appendix 11G.

Where there is any doubt on the part of any fee-earner as to whether the Practice should continue acting in a matter, the matter should be referred to the relevant Head of Department.

The Head of Department should be consulted before the Practice declines a matter.

11.7 UNDERTAKINGS ON BEHALF OF THE PRACTICE

This section defines the circumstances in which fee-earners may give an undertaking and the process by which undertakings are controlled. It applies to all undertakings given on behalf of the Practice.

11.7.1 Routine Undertakings

Routine undertakings consist of:

- a. Undertakings to discharge mortgages out of the proceeds and sale;
- b. Undertakings to hold deeds to the order of financial institutions;
- c. Undertakings to service providers and experts to discharge fees.

All other types of undertakings are deemed to be non-routine.

The procedure for giving routine undertakings is set out below:

- a. _____ can give routine undertakings.
- b. The fee-earner enters the details of the routine undertaking into the matter file;
- c. Fee-earners must have express instructions from the client to give an undertaking except where told to sell a property with a mortgage in which case instructions to give a routine undertaking can be implied; and
- d. An undertaking to discharge a mortgage must never be given unless the fee-earner is sure that the proceeds of the sale in the Practice's hands are sufficient for the purpose.

11.7.2 Non-Routine Undertakings

All non-routine undertakings must be approved by a partner.

The fee-earner enters the details of the non-routine undertaking into the matter file, completes and submits a copy of the Notification on Central Undertakings Register Form (Appendix 11H) to _____ for entry into the Central Register.

On the first working day of each month a list of current non-routine undertakings is given to each fee-earner. The fee-earner will mark on the list those that have been discharged and the central register is then updated.

When a non-routine undertaking is discharged, a copy of the letter of discharge is maintained in the matter file and the file noted accordingly.

11.8 CASE COMPLETION

This section describes the steps to be taken when matters are concluded to ensure the client is fully informed, that all costs have been recovered and that the file is properly closed and archived.

Fee-earners are responsible for implementing this procedure with the assistance of secretarial staff.

At the conclusion of the matter the fee-earner is required to ensure that the following steps are taken to complete the file:

- a. Reviews the file to ensure that the client's instructions have been met and there are no outstanding actions to be completed. This review should also consider the actual risk experienced in comparison to that envisaged and any significant differences should be reported to the Risk Manager; and

- b. Ensure that all undertakings have been discharged.

Check with the Accounts Department to ascertain that there are no:

- a. Outstanding bills to render or monies owing; or
- b. Outstanding monies in clients' accounts.

Report in writing to the client on the outcome, explaining any further action that the client may be required to take in the matter and what (if anything) the Practice will do.

Account to the client for any money involved.

Return to the client any original documents and other property, if required.

Advise the client about storage and retrieval of other items.

Advise the client whether there is a need to review the matter in the future.

Extracting any precedents, opinions and other materials in the file which may be useful for future reference and contributing this to the Practice's Knowledge Base (reference is made to Paragraph 6.7).

Complete the File Closure checklist (Appendix 11I).

Archive the file noting the date on which the file was closed and date for destruction.

Record in the PMS the file closure and file destruction dates, and where the file is stored.

Appendix 11A – File Opening Form

CLIENT & MATTER RECORD			
Record Type:	<input type="checkbox"/> New Client <input type="checkbox"/> Existing Client <input type="checkbox"/> Not Sure <input type="checkbox"/> Company <input type="checkbox"/> Individual		
Lawyer in Charge:	<input type="text"/>	Signed:	<input type="text"/>
Supervising Partner:	<input type="text"/>	Signed:	<input type="text"/>
Client Name:	<input type="text"/>		
Client Correspondence Address:	<input type="text"/>		
Documents To:	<input type="text"/>		
Client's Contact Details:			
Mobile	<input type="text"/>	Tel	<input type="text"/>
		Fax	<input type="text"/>
Email	<input type="text"/>		

Conflict of Interest Search Conducted on (list names):	
1.	
2.	
3.	
Conducted by:	<input type="text"/>
Confirmed Report Attached:	<input type="checkbox"/>
Verification of Identity and Address of Client: (list copy of ID documents attached):	
1.	
2.	

Appendix 11B – File Summary Sheet

FILE SUMMARY SHEET (to be placed on file when opened and kept up to date)		
Client Name:		Lawyer in charge:
Matter No:		Leave Cover:
Matter Description:		Supervising Partner:
Worktype:		Secretary / Assistant:
Parties:		Contact Details:
Action / Key Date Type:	Date Due:	Date Done:
Special Instructions: <input type="checkbox"/> Tick if Client does not agree to audit inspection <input type="checkbox"/> Tick if Undertakings have been given. State nature and status of undertakings		
Undertaking:	Date Given:	Date Discharged:

Appendix 11C – Standard Letter of Engagement

Law Society's Sample Letter of Engagement

Dear Sirs,

SUBJECT MATTER: _____

1. We refer to the meeting on _____ between the undersigned and your Mr _____.
2. Once again we thank you for instructing us in this matter.

Lawyers working on your matter

3. The lawyer / Director / Partner in charge of your matter will be Mr / Ms / Dr / Mrs _____. She / He will be assisted by Mr and Ms _____ who are secretaries / legal executives / paralegal staff in our law practice. Please find their contact information below.

Name	Role	Email	Contact number
	[E.g. partner, director, associate, legal executive, paralegal, secretary]		

Scope of our services

4. The scope of our services which we foresee following our first meeting will extend to the following:
 - 4.1 []
 - 4.2 []
 - 4.3 []

Hourly rate

5. The hourly rates of the lawyers who will be handling your matter are as follows:

Name	Role	Hourly rate
	[e.g. partner, director, associate]	

6. Our legal fees will be based on the actual time our lawyers spend on your matter, including the time spent:
 - 6.1 meeting with you, which includes time spent communicating with you via telephone, emails, letters and others;
 - 6.2 preparing, reviewing and working on matter;
 - 6.3 preparing papers including correspondence;
 - 6.4 making and receiving telephone calls and others on your behalf;
 - 6.5 preparing for and attending court on your behalf;

- 6.6 travelling and waiting; and
- 6.7 the overall management of this matter.

- 7. We understand you need to keep your costs under control. We will ensure that all work is done at the appropriate levels of seniority with the requisite degree of supervision.
- 8. We keep our hourly rates constantly under review and will notify you of any changes to them.

Estimate of fees for a litigation matter

- 9. If your dispute proceeds to trial, it can take up to ____days in open court at a total cost of between S\$_____ and S\$_____. (This total cost excludes disbursements.) If the matter is settled before trial, as happens in many litigious matters, our fees will be correspondingly lower. We provide this estimate for guidance only and our invoice will be based on the actual time our lawyers spend on this matter.

OR

Fixed fee

- 10. Our fixed fee for acting for you to complete the purchase of your property and mortgage shall be _____.
- 11. The sum will be paid_____ days before completion of your purchase after we issue you our bill of costs.

OR

- 12. The sum will be paid as follows:

Date or stage of proceedings	Amount due (in \$ or %)

- 13. Please note this fixed fee excludes disbursements and GST. We anticipate disbursements to be about S\$_____. We will inform you if there is a substantial increase in our estimated disbursements.
- 14. These disbursements include:
 - 14.1 charges for the stamping of documents and all necessary legal searches;
 - 14.2 postage charges;
 - 14.3 telephone charges;
 - 14.4 photocopying charges;
 - 14.5 court fees; and
 - 14.6 airfare and hotel accommodation for any travel outside Singapore.
- 15. We will render the bill to you with a list of disbursements incurred or to be incurred by the practice before [your sale / purchase is completed on_____/ your mortgage is redeemed by _____]. A further itemised list of disbursements can be provided upon request.

If GST is payable

16. As we are a GST-registered business, our legal fees and certain disbursements will be subject to 7% tax.

Fees of experts or third parties

17. If we instruct experts, translators or other third parties on your behalf and with your approval, you will be responsible for paying their fees directly to them upon presentation of their invoices.

Payment of deposit of fees

18. It is normal practice for law practices to require clients to pay sums of money from time to time on account of anticipated professional fees and disbursements. We will therefore require an initial deposit of S\$_____ (approximately Singapore Dollars _____) before we can start work on your matter. As you have advised, the deposit will be remitted via telegraphic transfer in Singapore Dollars to our bank account, the details of which are as follows:

Bank	
Account number	

19. Please quote our file reference in your instructions to your bankers to help us trace your remittance.
20. As your matter progresses, we reserve the right to ask for further deposits from you of a quantum commensurate with the anticipated professional fees and disbursements at that stage of the matter. If we request such further deposit, remittance of that deposit will be a condition of our continuing to act for you.
21. Please note that these sums are deposits only, and the total amount of professional fees and disbursements payable to us may exceed or fall below the total amount of deposits remitted to us.
22. We will hold all deposits remitted to us in our client account for your benefit. Unless you give us specific instructions, it shall be in our discretion whether or not to place such monies on interest-bearing deposit. We are entitled to set off the monies standing to your credit in our client account and any interest accrued thereon against legal fees and disbursements due to us. For the purpose of exercising such set-off, we shall have the right to uplift any of your monies placed on interest-bearing deposit by us, whether at or prior to the time of maturity of the deposit and regardless of any penalty which may be imposed for early withdrawal.
23. We will not, however, effect any set-off against our legal fees and disbursements unless we have rendered a bill or other written note of costs to you and notified you in writing to your last known address that we intend to effect the set-off. We will carry out the set off within 2 days of our bill or note to you.

Prevention of money laundering and financing of terrorism

24. We require documentary proof of your identity before we can represent you. To verify your identity we may ask you to provide us with original documents or certified copies of those documents. We may also verify your identity by searching a third-party database. If you are a corporate entity and have a beneficial owner, we may need proof of your beneficial owner's identity too.
25. If we know or suspect a transaction may involve money laundering or financing of terrorism, we may be required by law to make a disclosure to a Suspicious Transaction Reporting Officer, a police officer or a Commercial Affairs Officer.

Our service standards

26. During the course of the matter, we shall:
- 26.1 keep you advised on the progress of your matter on a regular basis either by telephone, email, fax or letter enclosing copies of relevant correspondence. You can of course contact us for a progress report at any time;
 - 26.2 explain to you any proposals of settlement or other offers made or positions taken by other parties which affect your case;
 - 26.3 where appropriate, evaluate with you if a course of action requested by you justifies the risk or expense involved; and
 - 26.4 where appropriate, evaluate with you the use of alternative dispute resolution processes.
27. You may approach our practice's Managing Partner if you have any feedback on the quality of our services. Our Managing Partner's contact details are as follows:

Name	
Email	
Contact number	

Information on party and party and solicitor and client costs (for litigation cases)

28. You will be personally responsible for paying us our legal fees, disbursements and GST in full whether or not you succeed and whether or not the Court makes an order that your opponent pay your legal fees.
29. If you are unsuccessful, you are likely to be ordered to pay your opponent's legal fees, and you will have to pay these legal fees in addition to the legal fees due to us.
30. Even if you succeed in the litigation, you may not recover the full amount of your legal fees from your opponent as:
- 30.1 the Court may not order your opponent to pay your legal fees; or
 - 30.2 the Court may not order your opponent pay the full amount of the legal fees actually payable by you to us; or
 - 30.3 your opponent may be unable to pay the fees as ordered.

Information on discovery of documents (for litigation cases)

31. It is our duty to advise you that you must not deliberately destroy documents (including electronic documents) relevant to the issues in this matter that are in your possession, custody or power. Documents that are "relevant" to the issues in this matter include documents that do not support or adversely affect your case, or are confidential or informal. A party "deliberately" destroys relevant documents if he intends to put these documents out of reach of the other party in pending or anticipated litigation.
32. If a party is found to have deliberately destroyed relevant documents, the Court may strike out that party's claim (if he is the Plaintiff) or defence (if he is the Defendant), even if a fair trial is still possible. You may need to suspend any corporate document destruction programme immediately. From now on, you should not destroy any document which could conceivably be relevant, however unimportant it may appear to you.

33. If you have already destroyed relevant documents before instructing us in this matter, you must still disclose to your opponent that you once had these documents. Your obligation to preserve evidence continues until this matter is finally resolved. The same obligation applies to your opponent. After action is commenced, you will in due course have to list, and then produce for your opponent's inspection, relevant documents that are not privileged (including new documents that you create through internal discussion or otherwise) and which are in your possession, custody or power. We would therefore wish to be involved in formulating anything relevant to this matter which you may wish to commit to writing.
34. Please ensure that everyone in your organization who may be affected by your discovery obligations knows that he or she must preserve relevant documents, whether or not those documents are privileged.

Ceasing to act for you

35. You may terminate our engagement at any time by giving us [] days' notice in writing.
36. We are entitled to terminate our engagement to act for you on the grounds set out in Rule 26(4) and 26(5) of the Legal Profession (Professional Conduct) Rules. This includes where you have breached our agreement on payment of fees as set out in this agreement or subsequently in writing.
37. If we terminate our engagement, we will take reasonable care to avoid causing you foreseeable harm. We will let you decide whether to appoint another lawyer, and if so, who to appoint. Where possible, we will give you reasonable notice of our withdrawal, give you a reasonable amount of time to engage another lawyer, and cooperate with your new lawyer, if any.
38. If our engagement is terminated for any reason, you agree to pay in full our charges up to the time of termination.
39. Under rule 26(7) of the Legal Profession (Professional Conduct) Rules, at the time of termination, we are entitled to exercise a lien (a right of possession) over all documents and monies held on your account until we receive full payment. If you decide to appoint a new law practice, we will release your documents to them only if they undertake to hold the documents subject to our lien and to provide reasonable security for our unpaid costs.

File destruction policy

40. We will store your files for at least the minimum period required by applicable laws and professional regulations. Unless you ask us to deliver the files to you, we may destroy your files without notice at any time after this period.

Personal data protection

41. Our law practice may collect personal data in various ways, such as when you provide us with personal data in engaging our services.
42. We are committed to ensuring compliance with the Personal Data Protection Act (PDPA) in the collection, use, and disclosure of your personal data.
43. If you provide us with a third party's personal data, please ensure that he or she is aware of the data protection terms of this agreement and consents to them.

44. We use personal data for these purposes:
- 44.1 providing you with services you request;
 - 44.2 preparing legal documents;
 - 44.3 billing;
 - 44.4 resolving disputes relating to our services;
 - 44.5 complying with legal and regulatory requirements;
 - 44.6 enforcing obligations owed to us;
 - 44.7 accounting, risk management, compliance and record keeping purposes;
 - 44.8 carrying out research, planning and statistical analysis;
 - 44.9 providing you with updates on the law e.g. through newsletters and bulletins;
 - 44.10 marketing our services to you; and
 - 44.11 staff training.
45. We may disclose your personal data:
- 45.1 to technical consultants, experts and foreign law practices assisting with your matters;
 - 45.2 to third party organisations, if we outsource functions such as IT, document storage and archival or certain legal processes;
 - 45.3 to our insurers and professional advisers, including auditors;
 - 45.4 to any relevant authorities, including professional regulatory bodies and law enforcement agencies, whether local or overseas;
 - 45.5 to the extent necessary to comply with any laws; and
 - 45.6 to any other party you authorise us to disclose your personal data to.
46. We will take all reasonable steps to ensure that organisations which receive your personal data recognize their obligations of confidentiality.
47. You consent to our transferring your personal data out of Singapore if necessary for one or more of the purposes set out in paragraph 45 above. If we transfer your personal data out of Singapore, we will take appropriate steps to ensure that the recipient of your personal data is bound by legally enforceable obligations to provide to the personal data transferred a standard of protection that is comparable to that under the PDPA.
48. We have in place reasonable security arrangements to ensure that your personal data is adequately protected against unauthorized or unintended use, access or disclosure.
49. Please contact our Data Protection Officer if you have questions about our data protection policy, wish to withdraw consent to our use of your personal data, or wish to access or make corrections to your personal data.

Name	
Email	
Contact number	

Governing law

50. This agreement will be governed by and construed according to the law of Singapore.

Dispute resolution

51. All disputes shall first be referred to mediation in Singapore. The Law Society Mediation Rules which are in force at the time shall apply. "Disputes" includes all disputes, controversies or differences arising out of or in connection with this agreement, including any questions regarding its existence, validity or termination.
52. If you dispute our bill, this agreement does not affect your right to apply to court to have our bill taxed or our fee arrangement reviewed.
53. Please sign and return to us the attached copy of this letter and the enclosed Warrant to Act.
54. Please do not hesitate to contact our Mr _____ or Ms _____ if you require any clarification on any of the above matters or for any other purpose as this matter progresses.

Yours faithfully,

Note This is merely a sample Letter of Engagement and not a Law Society approved format. It is to help law practices to develop their first engagement letter. You may adapt this letter as may be appropriate to suit the manner in which you practise or how you wish to charge your client. What is important is that you do not insert any terms in your Letter of Engagement in breach of the Legal Profession (Professional Conduct) Rules, Legal Profession (Solicitors' Accounts) Rules, Legal Profession (Deposit Interest) Rules, and Conveyancing and Law of Property (Conveyancing) Rules.

Appendix 11D – Warrant to Act

WARRANT TO ACT

To : **[NAME OF LAW PRACTICE]**

[Address line 1]

[Address line 2]

[Postal code]

RE : _____

Name _____ NRIC No./PP No./UEN. _____

Address _____

Phone No. _____ (H) _____ (O) _____ (M)

Fax No. _____ Email Address: _____

Scope of Work:

Note: [To be filled in by law practice]

Deposits / Agreed Fee Collected: **S\$** _____

Note: [To be filled in by law practice]

1. I/ We appoint and authorise **[NAME OF LAW PRACTICE]** to assist, advise me and act for me in respect of the above scope of work and other incidental matters.
2. I/ We further authorize you to take instructions on my/our behalf from:

Name: _____

Address: _____
3. I/ We hereby confirm and acknowledge that I/ we have read and understood the attached Letter of Engagement and agree voluntarily to be bound by it.
4. Any work which is not within the Scope of Work stipulated above will be charged on the solicitor-in-charge's hourly rate stated in the Letter of Engagement unless otherwise agreed in writing.

Dated this _____ day of _____ 2017

SIGNATURE

: _____

Name

: _____

NRIC No./ PP No./UEN No.

: _____

Lawyer's remarks:

--

Note This is merely a sample Warrant to Act and not a Law Society approved format. You may adapt this warrant as may be appropriate to suit the manner in which you practise or how you wish to charge your client. What is important is that you do not insert any terms in your Warrant to Act in breach of the Legal Profession (Professional Conduct) Rules, Legal Profession (Solicitors' Accounts) Rules, Legal Profession (Deposit Interest) Rules, and Conveyancing and Law of Property (Conveyancing) Rules.

Appendix 11E – Record of Attendance in Court

PRIMELAW CHAMBERS LLP
Advocates & Solicitors

RECORD OF ATTENDANCE IN COURT

Client: _____

Case reference: _____

Date: _____ **Time Taken:** _____

Subject Matter of the hearing: _____

Coram: Judge / Judicial Commissioner / AR / DJ / DR _____

at Rm / Chambers / Court / _____

Plaintiff / Claimant / Appellant / Complainant / Applicant Counsel / Prosecutor: _____

Defendant / Respondent / Accused Counsel: _____

Orders:

[illegible]

Appendix 11F –Attendance Notes

PRIMELAW CHAMBERS LLP
Advocates & Solicitors

ATTENDANCE NOTES

Client(s): _____

Matter: _____

Between our: _____ and _____

of the firm of: _____

File no: _____

The conversation was by telephone / at: _____

Time engaged:_____Date:_____2011

[illegible]

Appendix 11G – Risk Review Form

RISK REVIEW FORM			
Name of Client:	<input type="text"/>	Lawyer in Charge:	<input type="text"/>
Matter No.:	<input type="text"/>	Supervising Partner:	<input type="text"/>
Matter Stage:			
Nature of risk now arising:			
Action already taken:			
Recommended further action at this stage:			
Reasons for recommendation:			
Signed:	<input type="text"/>	Lawyer in charge	Date: _____
Received:	<input type="text"/>	Risk Partner	Date: _____

Appendix 11H – Notification on Central Undertakings Register

(not for routine undertakings)

NOTIFICATION ON CENTRAL UNDERTAKINGS REGISTER	
To:	_____ Date: _____
From:	_____
Client:	_____
Matter No.:	_____
RE: UNDERTAKING _____ _____	
Tick whichever is applicable	
<input type="checkbox"/>	Please register the fact that I have provided an undertaking in the above matter. The undertaking is as follows: _____ OR
<input type="checkbox"/>	Please register the fact that the above undertaking as been discharged.
Signed:	<div style="border: 1px solid black; height: 20px; width: 300px;"></div> Date: _____
Partner Consent:	<div style="border: 1px solid black; height: 20px; width: 300px;"></div>

Appendix 11I – File Closure Checklist

FILE CLOSURE CHECKLIST	
Matter No.:	Client:
Matter Description:	
Date Closed:	
1. All monies accounted for	[]
2. Undertakings discharged	[]
3. All aspects of the matter completed	[]
4. File checked for documents to return	[]
5. Closure letter to client covering:	
a. Outstanding monies	[]
b. Actions required	[]
c. Return of documents	[]
d. Arrangements for storage/retrieval	[]
e. Need for future review	[]
6. Risk review carried out and actions, if needed taken	[]
7. Materials extracted for contribution to Knowledge Base	[]
Signed:	Date:

12 FILE MANAGEMENT

This section prescribes the ways in which documents and correspondence within or relating to matter files should be referenced and stored so that the status of the matter can be easily checked and that files are orderly.

Correspondence and documents should be filed in the appropriate type of file cover e.g.:

- a. Litigation: _____
- b. Conveyancing – Purchase: _____
- c. Conveyancing – Sale: _____
- d. Criminal: _____
- e. Family / Probate: _____

A Matter Number will be allocated to each file as part of the opening procedure.

The Summary Sheet on the file cover will show all key information including:

- a. Matter number and type of matter;
- b. Client name, address and contact details;
- c. Fee-earner reference or name;
- d. Any other relevant contacts; and
- e. Other appropriate information (e.g. undertakings, key dates, conflict check, documents held elsewhere).

The following procedures must be complied with to ensure proper file management:

- a. All outgoing correspondence will show the file reference number and the client name;
- b. All other documents / correspondence will be checked to ensure that they have some means of identification to the file and if not will be noted in pencil with the file reference number;
- c. All correspondence, attendance notes and memorandum will be secured in the file in date order with the most recent on the top; and
- d. All other documentation will be contained in _____(insert method used, e.g. plastic sleeves for specific purposes, separate wallet etc).

13 FILE REVIEWS

This section describes the way in which a sample of files for each fee-earner is independently reviewed on a regular basis. "Fee-Earner" in this section shall also include any locum solicitor who undertakes case work on behalf of the Practice.

The direct supervisor of each fee-earner will review the files of each fee earner.

The review of files will be conducted as follows:

- a. A sample of matter files will be reviewed for each fee-earner on a [quarterly] basis;
- b. A total of [10] files will be reviewed in each period. The files will be selected by the reviewer;
- c. The review will be undertaken using the file review checklist attached as Appendix 13A;
- d. Where corrective action is required the reviewer will agree with the fee-earner how it is to be undertaken and once completed the checklist will be noted to show the action has been taken;
- e. A copy of the completed checklist will be retained in the matter file and one held in a central record of file reviews; and
- f. The central record will be monitored by the Managing Partner every 6 months to identify any trends.

Appendix 13A – File Review Form

Client Name:		Matter No.:			
Subject Matter:		Department :			
Fee Earner:		Reviewer:			
File opening:	Yes	No	N/A	Comments	
Identity checked					
Conflicts considered					
Appropriate risk assessment					
Letter of Engagement Issued					
Instructions confirmed					
Costs Information provided					
State of file:					
Appropriately filed					
Key dates noted on file and in back-up system					
Summary sheet completed					
All related files identified					
Separate papers/items identified					
Progress of matter:					
Progress fully noted					
Costs updated					
Client informed of progress					
Counsel and experts:					
Client consulted					
Approved if used					
Properly briefed					
Advice considered					

Unsatisfactory advice noted				
Other observations:				
Short-term corrective action:		Long-term corrective action:		
By when?				
Confirmed				
Corrective action taken – signed by Fee-Earner		Corrective action verified – signed by Reviewer		
Date: _____		Date: _____		

14 THIRD PARTY SERVICE PROVIDERS

This section prescribes how the Practice selects appropriate counsel, consultants and expert witnesses and how their services are controlled. It applies to matters where the use of external service providers is considered appropriate.

The central register of counsel, consultants and experts is maintained by _____.

All fee-earners are responsible for ensuring that the use of counsel, consultants or experts is undertaken in line with the procedures.

14.1 SELECTION PROCESS

The Practice approves service providers on the basis of selection criteria which may include:

- a. Speed of response;
- b. Value for money;
- c. Expertise in field;
- d. Previous history;
- e. Reputation; and
- f. Recommendation.

Details of each approved provider are maintained in a central file using the Service Provider Form attached as Appendix 14A.

Service providers can be added or removed from the approved list using the above criteria. The fee-earner defines the requirements to use any external service provider.

The fee-earner selects a suitable service provider from the approved list and where appropriate agrees the selection with the client.

Where it is a first instruction to a new provider, the fee-earner contacts the individual to establish any additional information required and completes the Service Provider form.

The fee-earner prepares and issues instructions to the provider which clearly describe what is required of them, together with fee arrangements. A copy of the instructions is maintained in the matter file.

The fee-earner checks and reviews the service provided covering:

- a. Opinions and reports;
- b. Clarity of documentation;
- c. Adherence to instructions;
- d. Adherence to time-scales;
- e. Advice or action is comprehensive; and
- f. Fees are as agreed.

Copies of any report or opinion are sent to the client if the fee-earner considers it appropriate to do so. Where it is a new instruction the extent to which requirements have been met are recorded in the central list of service providers.

Appendix 14A - Service Provider Form

SERVICE PROVIDER FORM		
Title:		
Name:		
Organisation:		
Address:		
Contact Details:	Tel: _____	Mobile: _____ Fax: _____
Type of Service:		
Job Title:		
Experience:		
Comments:		
Approved:		
Not Approved:		
Circumstances for use:		

THE LAW SOCIETY OF SINGAPORE

39 SOUTH BRIDGE ROAD
SINGAPORE 058673

TEL: 6538 2500

FAX: 6533 5700

WEBSITE: [HTTP://WWW.LAWSOCIETY.ORG.SG](http://www.lawsociety.org.sg)

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