

# Guidance Notes 2013

whenever possible, that the Current Law Practice and the Exiting Solicitor should communicate with each other and with the Client (whether individually or jointly) in writing rather than orally.

## **GN 2013, PARAGRAPH 11 - ARRANGEMENTS FOR PRACTICE TRAINING CONTRACTS / RELEVANT LEGAL TRAINING**

1. This Guidance Note takes effect on 14 November 2013.
2. This Guidance Note is in relation to an agreement, whether in writing or otherwise (“agreement”) which a person (a “trainee”) enters into with a law practice:
  - a) to serve his/her practice training period under a practice training contract (whether or not the practice training contract has been registered with the Singapore Institute of Legal Education or any other body or authority); or
  - b) to undergo relevant legal training in order to become a qualified person.
3. Based on feedback from some law practices, there have been situations where a trainee does not join a particular law practice despite having entered into an agreement with that law practice. There may be various reasons why a trainee may not join a particular law practice – e.g. the trainee may wish to join the Legal Service, or another law practice, or may decide on a different career altogether.
4. In the situation where a trainee does not wish to join a particular law practice (“first-mentioned law practice”) because he/she intends to join another law practice (“second-mentioned law practice”), that trainee may have already entered into an agreement with the first-mentioned law practice.
5. This Guidance Note is designed to reflect appropriate conduct by the parties to an agreement in the situation where a trainee, having entered into an agreement with a law practice, intends to enter into another agreement with another law practice.
6. The parties to an agreement should be aware of the following:
  - a) If a trainee enters into an agreement with a law practice but subsequently does not wish to join

that law practice, it is only common courtesy to inform the law practice as soon as practicable that he/she will not be joining the law practice.

- b) Based on an agreement that a trainee has entered into with a law practice, that law practice is likely to have committed resources for purposes of the practice training or relevant legal training for that trainee and it may have turned down other applicants for practice training or relevant legal training.
  - c) It would not be advisable or appropriate for a trainee to enter into an agreement with more than one law practice solely for the purpose of securing options to pick and choose which law practice to join.
7. If a trainee intends to enter into an agreement with a second-mentioned law practice, and the second-mentioned law practice is or should be aware that the trainee has already entered into an agreement with a first-mentioned law practice, the second-mentioned law practice should advise the trainee to first inform the first-mentioned law practice that he/she would not be joining that first-mentioned law practice and preferably to obtain their consent, before considering whether to offer an agreement to that trainee.
  8. This Guidance Note is advisory only and is not binding on the parties to an agreement.
  9. The Society does not express a view on the validity of an agreement and this Guidance Note does not affect the legal rights of the parties to an agreement.

## **GN 2013, PARAGRAPH 12 - GUIDELINES ON REPORTING SUBVERSION OF THE ADMINISTRATION OF JUSTICE**

1. This Guidance Note takes effect on 27 January 2014 and sets out the relevant guidelines for an advocate and solicitor (“solicitor”) to report instances of subversion of the administration of justice to the Council.
2. Solicitors have obligations as officers of the Court to assist in the administration of justice. Solicitors should therefore report conduct which is subversive of the administration of justice. Council has set out below general guidelines for any such report. That is the basis and purpose of this Guidance Note.
3. For the purposes of this Guidance Note, “Scheduled Conduct” means any forgery, fabrication or alteration of court documents of the courts of Singapore or elsewhere. This Guidance Note is intended to cover Scheduled