

EuréseaU

CODE OF CONDUCT FOR MEMBERS

PREAMBLE

EuréseaU is a network of firms of lawyers in practice separate and apart from each other who have agreed to work in association with but separate and apart from each other.

Most legal jurisdictions have established codes of legal ethics imposed on all practitioners by their respective Bar Associations or Law Societies or by the Courts or administrative agencies having jurisdiction over the admission of individuals to the practice of law. Nothing in this code absolves a lawyer from the obligation to comply with such requirements of the law or of rules of professional conduct as may apply to him in any relevant jurisdiction. The EU-Members of the Network moreover have to comply with the CCBE Code of Conduct.

Except where the context otherwise requires this Code applies to all lawyer members of EuréseaU of one jurisdiction in relation to their contacts with a member of another jurisdiction.

This Code is a guide as to what the members of EuréseaU consider to be a desirable course of conduct by all lawyers who are members of EuréseaU in relation to their dealings with each other and applies to all lawyers in each member firm.

RULES

1.1 Members shall treat their fellow members with courtesy and fairness and the utmost good faith. Members who undertake to render assistance to a fellow member of a foreign country shall always bear in mind that the foreign member has to depend on them to a much larger extent than in the case of another lawyer of the same country. Therefore, they should be aware that their responsibility is much greater both when giving advice and when handling a case.

For this reason it is improper for a member to accept a case unless they can handle it promptly and with due competence, without undue interference by the pressure of other work.

1.2 It is the duty of the member who is approached by a fellow member not to accept instructions in a matter which he is not competent to undertake. He should be prepared to help his fellow member to obtain the information necessary to enable him to instruct a lawyer who is capable of providing the service asked for.

- 1.3 Where a member co-operates with a fellow member of a foreign country both have a general duty to take into account the differences which may exist between the respective legal systems and the professional organisations, competencies and obligations of lawyers in the legal jurisdictions concerned.
- 1.4 Members shall at any time when – in whatsoever manner - referring to Euréseau as a Network of lawyers draw the attention to the fact that Euréseau is a worldwide Association of independent professional firms and that none of the member firms is in partnership with any other firm.

ACCEPTANCE OF INSTRUCTIONS

- 2.1 Members should never represent conflicting interests in litigation. In non-litigation matters members should, immediately on referral of a matter to them by a fellow member, notify that member if there is a conflict or possible conflicts of interest to all parties concerned and act thereafter only with their consent. This rule applies to all lawyers in a member firm.
- 2.2 Members shall at any time be free to refuse to handle a particular case referred to them by a fellow member.
- 2.3 Members should only withdraw from a case during its course for good cause and if possible in such a manner that the client's interests are not adversely affected.
- 2.4 Members should not permit their professional services or their names to be used in any way which would make it possible for persons to practise law who are not legally authorised to do so. In this regard members shall not delegate to a legally unqualified person not in their employment and control any functions which are by law or custom of the country in which they practise only to be performed by a qualified lawyer.
- 2.5 Members shall communicate regularly with the fellow members by whom a case has been referred to them and shall keep that member fully advised of all developments and progress in relation to the case which has been referred to them.
- 2.6 Where a member has been engaged by a fellow member to advise on a case or to co-operate in handling it and the client's instructions are required the member who has been engaged shall communicate with and seek those instructions through the member who has referred the case unless an express agreement to the contrary has been reached.
- 2.7 Where a member directs a client to a fellow member the member to whom the client has been directed shall seek instructions and information from the client direct but shall if requested to do so, keep that member fully advised of all developments and progress in relation to the case.

PAYMENT OF FEES

- 3.1 A member who engages/entrusts a fellow member to advise on a case or to co-operate in handling it is responsible for the payment of the latter's fees, costs and outlay except where an express prior agreement to the contrary. However, the referring member may at any time limit his personal responsibility to the amount of fees, costs and outlays incurred before intimation to the foreign lawyer of his disclaimer of responsibility for the future.
- 3.2 When a member directs a client to a fellow member that member is not responsible for the payment of the latter's charges, but neither is he/she entitled to a share of the fee of this fellow member.
- 3.3 Where a member engaged/entrusted by a fellow member to advise on a case or to co-operate in handling it intends (where sanctioned by law or by professional rules and practise) to charge a contingent fee he should advise the member by whom he is instructed of:-
- (a) his intention to so charge and
 - (b) the basis on which the charge will be made and/or
 - (c) the extent thereof

in advance of accepting instructions.

Where it is agreed that the client of the referring member is responsible for payment of the fee the referring member should be furnished with a copy of any contract/agreement regarding fees which his client is being requested to sign.

- 3.4 Members may require that a deposit be paid by the referring member to cover their expenses but the deposit should be in accordance with the estimated amount of their charges and the probable expenses and labour required.