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**CHARTER FOR THE CONDUCT OF ADVOCATES AND LEGAL CONSULTANTS IN THE EMIRATE  
OF DUBAI FOR 2015**

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CHARTER FOR THE CONDUCT OF ADVOCATES AND LEGAL CONSULTANTS IN THE EMIRATE  
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CHAPTER 1: INTRODUCTION

**Definitions**

**Article (1)**

The following words and expressions, wherever mentioned in this Charter, will have the meaning indicated opposite each of them unless the context implies otherwise:

**State:** The United Arab Emirates.

**Emirate:** The Emirate of Dubai.

**Department:** The Government of Dubai Legal Affairs Department.

**Courts:** The courts of Dubai (first instance, appeal and cassation) and the judicial committees and centres and formed in the Emirate, including the Dubai International Financial Centre.

**Advocate/Legal Consultant:** Any natural person who is registered with the Department.

**Firm:** An advocacy or legal consultancy firm licensed by the Department and competent entities in the Emirate.

**Profession:** Provision of Legal Services to the public.

**Legal Services:** The legal services which the Advocate, Legal Consultant or Firm are licensed to provide in the Emirate and which may include, without limitation, pleading and representing third parties before judicial bodies, arbitration and conciliation centres, and administrative bodies, providing legal opinion and advice, drafting contracts and any other legal services.

**Client:** A natural or legal person which requests or receives Legal Services from an Advocate, Legal Consultant, or Firm.

**Client Monies:** Money that the Advocate, Legal Consultant, or Firm holds or receives for a Client.

**Firm Monies:** Money which is held in the Firm account and which belongs to an Advocate, Legal Consultant, or Firm.

**Fees:** Monies received by the Advocate Legal Consultant, or Firm in return for Legal Services rendered as agreed with the Client.

**Scope of Interpretation**

**Article (2)**

The provisions of this Charter shall be interpreted in accordance with the requirements of maintaining the status, dignity and sanctity of the Profession.

### Scope of Application Article (3)

This Charter applies to:

- 1- Advocates;
- 2- Legal Consultants;
- 3- Firms licensed by the Department; and
- 4- advocates, legal consultants, and practitioners of the legal profession working outside the Emirate, who are temporarily authorised to plead, provide and/or offer to provide Legal Services in the Emirate, in the course of providing the authorised Legal Services.

### Fundamental Principles Article (4)

a- An Advocate or Legal Consultant practicing the Legal Profession is committed in his conduct to maintaining the principles of honour, sincerity and integrity. He is also committed to maintaining the values of the Profession, respecting its customs and ethics, and upholding the legislation in force in the Emirate. He must act at all times with integrity and honesty, and not practice another profession contemporaneously, which does not reflect the dignity of the Profession and its traditions.

b- An Advocate, Legal Consultant, or Firm, has the duty:

- 1- to act in the best interests of the Client at all times;
- 2- to protect Client Monies and documents held by him;
- 3- to deliver Legal Services competently, diligently and as promptly as reasonably possible;
- 4- to maintain an appearance which befits the dignity of the profession and its status;
- 5- to be honest and professional in all his dealings;
- 6- to always conduct himself as a partner in the pursuit of justice;
- 7- to avoid any compromise to his integrity and professional independence;
- 8- to deal with the Department in an honest and co-operative manner;
- 9- to always seek to acquire academic knowledge and partake in training courses to enhance his qualifications and develop his abilities; and
- 10- to use appropriate endeavours to create opportunities to equip trainee advocates or legal consultants at the Firm, and to work towards developing their understanding of the practical and ethical aspect of the Profession and to ensure that he complies with the provisions of this Charter.

### Conduct Detrimental to the Profession Article (5)

An Advocate, Legal Consultant, or Firm must not engage in any of the following:

1. conduct that would be prejudicial to the Profession, or diminish the public confidence in, the administration of justice;
2. advertise or market themselves in any form, not in keeping with the traditions of the Legal Profession in the State, or use agents;
3. place, either in his documents or on the sign outside his Firm, any titles other than the academic or professional title and the degree of court that he is entitled to plead before, or draw attention to or make any reference to any position he previously held;
4. buy into the rights subject to dispute;
5. use the chambers, court building, or police stations except his office as a location to promote Legal Services.
6. provide his name or lease or assign his firm licence to third parties.

### **Conduct Expected of Trainee Advocate and Legal Consultants**

#### **Article (6)**

- a. A trainee advocate or legal consultant shall not present himself as an Advocate or Legal Consultant without adding the word "trainee". He shall also not market himself in any form or link his name to the status of Advocate or Legal Consultant, until after completion of his traineeship and registration on the Department's Roll.
- b. A trainee advocate or legal consultant shall not accept, commence or undertake representation in any case through his own name or to his own advantage for the duration of his traineeship.
- c. A trainee advocate or legal consultant shall seek to obtain knowledge and know-how and benefit from the experience of the Advocate or Legal Consultant trainer. For the duration of his training, he should comply with the rules, regulations and duties applicable to training, and with any other regulations issued by the Department to regulate training for qualification.

## **Chapter 2: RELATIONSHIP WITH THE CLIENT**

### **Fees and Costs**

#### **Article (7)**

- a. Except for urgent matters where Legal Services are provided immediately, an Advocate, Legal Consultant, or Firm upon being retained by the Client or as soon as practically possible, must notify the Client in writing of the following:
  - 1- an estimate of the fees for the Legal Services to be provided, and any other predictable costs;
  - 2- the basis upon which any estimated fees for Legal Services, anticipated costs, and other expenses could be charged;

- 3- the Client's obligation to pay all disbursements until the completion of the Legal Services;
  - 4- any reasonably foreseeable expenses that the Client will have to pay to the Advocate, Legal Consultant, Firm, or to third parties, and the stages and times at which such expenses are likely to be required; and
  - 5- the Client's right to limit the fees and costs of the Legal Services, and that such limit may not be exceeded without sending a prior written notice to the Client.
- b. An Advocate, Legal Consultant, or Firm must have regard to the following factors when setting their fees for Legal Services:
- 1- the experience and professional skills of the Advocate, Legal Consultant or Firm;
  - 2- the time and effort required and devoted for the provision of Legal Services; and
  - 3- any fees authorised by legislation.
- c. Fees must not be a share in kind of the disputed property rights.
- d. An Advocate, Legal Consultant or Firm shall, at all times when accepting a retainer for a contentious matter set out the following when advising the Client:
- 1- in the event that the Client is successful in the matter, the Client will be personally responsible for payment in full of his own Advocate's, Legal Consultant's, or Firm's fees for Legal Services, costs, and other payments;
  - 2- in the event that the Client is not successful in the matter, the Client may have to pay his opponent's legal fees and expenses, or a portion thereof, as well as legal fees and expenses of his own Advocate, Legal Consultant, or Firm.

### **Legal Services Agreement Article (8)**

- a. Once an Advocate, Legal Consultant or Firm accepts a retainer, a written agreement must be prepared that details as a minimum:
- 1- the scope of the Legal Services to be provided and any other significant matters;
  - 2- the expected period of completion of the Legal Services, taking into account of the nature of this service;
  - 3- the name or names of the Advocate(s) or Legal Consultant(s) who will provide the Legal Services;
  - 4- the basis on which any costs including third party costs and disbursements will be charged to the Client;
  - 5- the fees or the basis of estimation agreed with the Client;
  - 6- the availability of a professional indemnity insurance held by the Advocate, Legal Consultant, or Firm which, and that details of such policy have been provided to the Department;

- 7- details of a person within the Firm who is authorised to receive complaints related to the Advocate, Legal Consultant, Firm or Legal Services; and  
in the event of any changes to the content of the details listed in any of the above clauses, the Client must be notified of this promptly in writing.
- b. An Advocate, Legal Consultant or Firm shall not resort to any professional agent (any Advocate, Legal Consultant or Firm practising the Legal Profession or any other) for assistance in performing the Legal Services requested, unless it is necessary and only after the Client has agreed to that in writing including the responsibility for the cost of the other professional agent.
- c. Taking into account article 12(a) of this Charter, the Advocate, Legal Consultant, or Firm must return any payments to account if he terminated the retainer for Legal Services for no valid reason.

#### **Joint Retainers Article (9)**

Where an Advocate, Legal Consultant, or Firm accepts a retainer from more than one Client in the same matter, the Advocate, Legal Consultant, or Firm shall advise the Clients that:

- a. the Advocate, Legal Consultant, or Firm has been asked to act for both or all of them;
- b. no information disclosed by a Client in connection with the joint matter can be treated as confidential so far as any of the other Clients are concerned; and
- c. if a conflict arises and develops in such a manner that it cannot be resolved, the Advocate, Legal Consultant, or Firm cannot continue to act for both or all of them and may have to withdraw completely.

#### **Offering and Providing Legal Services Article (10)**

- a. In offering or providing Legal Services, an Advocate, Legal Consultant or Firm shall not use methods that:
- 1- are misleading, misrepresenting or false;
  - 2- amount to coercion, duress, or harassment;
  - 3- are intended to influence a person who has retained another Advocate, Legal Consultant, or Firm for a particular matter in order to change his Advocate, Legal Consultant or Firm; or
  - 4- are intended to take advantage of a person who is vulnerable.
- b. In taking instructions, and during the course of the retainer, the Advocate, Legal Consultant or Firm, should have proper regard to the Client's legal capacity.

- c. An Advocate, Legal Consultant or Firm must not act where his Client's instructions will involve the Advocate, Legal Consultant, or Firm in a breach of legislation in force or practice standards and customs of the Legal Profession.
- d. The Advocate, Legal Consultant, or Firm shall not advise his Client in a matter when the Advocate, or Legal Consultant, or Firm knows or has reasonable grounds to believe that the request of advice is meant to aid the facilitation of a crime or to advance any other illegal purpose.
- e. An Advocate, Legal Consultant or Firm must keep his Client promptly and properly informed of all procedures and relevant aspects of the Client's matter, on a regular basis or whenever so requested by the Client. He must also apply for appeal of any ruling or judgement issued against his Client, within the statutory limits, unless there was an agreement or written instructions to the contrary.
- f. An Advocate, Legal Consultant or Firm shall at all times use appropriate endeavours to complete any work on behalf of a Client as soon as is reasonably possible.
- g. An Advocate or Legal Consultant shall not contact witnesses in a case directly or indirectly, with the intention of influencing them before testifying.
- h. An Advocate or Legal Consultant shall not accept a retainer, personally or through another Advocate or Legal Consultant, to act against a public or private entity for which he previously worked, within two years of leaving the entity.
- i. An Advocate shall not delegate another Advocate to appear in court on his behalf, or to perform any other litigation duties without valid reason.
- j. An Advocate, Legal Consultant or Firm shall not accept instructions if, having regard to his other professional commitments, he will not be able to discharge or carry out such instructions diligently or in an appropriate time.
- k. If it becomes apparent to the Advocate, Legal Consultant or Firm that he cannot perform the Legal Services within the agreed time, he must inform the Client in writing.
- l. An Advocate, Legal Consultant or Firm shall not personally provide Legal Services in an area of law in which they do not possess sufficient knowledge, skill or experience to provide the Legal Services unless:
  - 1- the Advocate, Legal Consultant or Firm has the ability to obtain such knowledge and skill either through study and research or by outsourcing to another Advocate, Legal

- Consultant or Firm of established competence in that field, provided that no additional costs or undue delay is caused in the provision of the Legal Services; or
- 2- the Client consents in writing to the Advocate, Legal Consultant or Firm acting in a matter, despite the fact that the Client has been informed by the Advocate, Legal Consultant or Firm that access to the required knowledge or to an Advocate, Legal Consultant or Firm possessing relevant legal knowledge is not readily available and of the likelihood of additional costs or undue delay in provision of the Legal Service.
- m. Where an Advocate, Legal Consultant or Firm discovers an error or omission on his part in providing Legal Services that is damaging to the Client and that cannot be rectified, the Advocate, Legal Consultant or Firm shall:
- 1- promptly inform the Client of the error or omission;
  - 2- inform the Client that they have a right to seek an alternative legal opinion on the matter and the error or omission from any other Advocate, Legal Consultant or Firm;
  - 3- advise the Client that he is willing to withdraw from acting; and
  - 4- notify the Client that he may benefit from the Firm's professional indemnity insurance.

#### **Settlements Article (11)**

- a. An Advocate, Legal Consultant or Firm shall clarify to the Client in writing, in a clear manner and in language comprehensible to the Client, all proposals of settlement and other offers made by other parties and their consequent effect on the Client; and
- b. An Advocate, Legal Consultant or Firm must not place undue influence or pressure on the Client to accept or reject any settlement offer.

#### **Termination of Relationship Article (12)**

- a. An Advocate, Legal Consultant or Firm shall not terminate his relationship with his Client except for a justifiable reason, and after giving reasonable written notice to the Client, along with a report detailing the completed services and the required procedures and their timelines. He shall also continue to act for up to a month after the notice, unless otherwise agreed, and to provide the Client with all the papers, document and the retainer deed.



- b. An Advocate, Legal Consultant or Firm must take all necessary procedures and precautions that safeguard the Client's documents and confidentiality of his affairs, and guarantee all their financial rights and interests, in the event that the Advocate or Legal Consultant is suspended, struck off, passes away or the firm's licence is cancelled or expired.

### **Chapter 3: Ethics and Professional Practices**

#### **Cessation of a Firm and Changes in its Composition**

##### **Article (13)**

- a. Where a Firm has ceased to practise or a new Firm takes over from it or it has been dissolved and its partners divided into two or more Firms, the following actions must be taken:
- 1- notification of any such change must be promptly sent to the Client in writing, with a report detailing the completed services and the required procedures and their timelines along with details of any remaining Client Monies and the Clients right to recover them. It must also provide the Client with a clear statement that the Client is free to choose which Firm is to continue to represent him and reach an agreement on the matter; and
  - 2- obtain a written agreement from the Client before taking over any Client's matters.
- b. Where two or more Firms merge, the information which each Firm obtained when acting for its particular Client will not pass to the newly merged Firm except through an express change of retainer between the Firm and Client.
- c. If two Firms have been representing different parties in the same matter and the Firms merge during the course of the matter, the following rules shall apply:
- 1- If the matter constitutes a dispute or a potential dispute, the merged Firm must not continue acting for the opposing parties, and must provide the Clients with written notice that it cannot continue to act, along with a report detailing the completed services and the required procedures and their timelines along with details of any remaining Client Monies; or
  - 2- If the matter does not constitute a dispute or a potential conflict of interest, the merged Firm may continue acting for more than one party. If the Firm continues to act, it must first obtain written consent from all parties and take reasonable measures and actions to ensure that no disclosure of confidential information will occur between any Advocate or Legal Consultant of the merged Firms.

### **Conflicts of Interest Article (14)**

- a. An Advocate, Legal Consultant or Firm must not accept instructions or continue to act if they deem that there is an existing or potential conflict of interest between the Advocate, Legal Consultant or Firm and the Client.
- b. An Advocate, Legal Consultant or Firm must not accept instructions or continue to act if they deem that there is an existing or potential conflict of interest, arising between two or more existing Clients, when it owes separate duties to act in the best interests of two or more Clients in relation to the same or related matters unless the following conditions are satisfied:
  - 1- the Clients have received full written disclosure as to the nature and the possible consequences of the conflict;
  - 2- the Client has agreed in writing to representation despite such conflict; and
  - 3- the Advocate, Legal Consultant or Firm is satisfied that it is reasonable to act for all the Clients, that it is in their best interests and that the benefits to the Clients of him doing so outweigh the risks.

### **Confidentiality Article (15)**

- a. An Advocate, Legal Consultant or Firm shall take all necessary actions and measures to ensure their Client's information, documents, work and affairs which the Advocate, Legal Consultant or Firm receives as a result of the professional relationship are kept confidential and to ensure that all their employees do the same. This duty continues even after the termination of the Client relationship.
- b. An Advocate, Legal Consultant or Firm may, directly or indirectly, disclose any confidential information, documents, work and affairs which the Advocate, Legal Consultant or Firm receives as a result of the Client retainer in any of the following circumstances:
  - 1- a written consent obtained from the Client;
  - 2- a legal duty to disclose; or
  - 3- a conduct related complaint filed against him by the Client to the Department or any specialised judicial entity.
- c. In any of the circumstances specified in paragraph (b) of this article, the disclosure of confidential information is limited to what is required by the Client consent, the legal duty or defending the complaint.
- d. If an Advocate, Legal Consultant or Firm acts for two or more Clients jointly in the same matter, information communicated to the Advocate, Legal Consultant, or Firm acting for

only one of the Clients in a separate matter must not be disclosed to the other Clients without the written consent of the Client.

- e. An Advocate or Legal Consultant may not appear as witness with regards to any information acquired in the course of practicing the Profession, unless the Client has provided written consent and unless the information was mentioned with the intention of committing a crime.

### **Acting Against Former Clients**

#### **Article (16)**

- a. An Advocate, Legal Consultant or Firm who has previously acted for a Client in a matter, shall not thereafter act against the Client or against any person who was involved with the previous retainer in any of the following cases:
1. if such work is related to or associated with the matter in question; or
  2. in case of a new matter, if the Advocate, Legal Consultant or Firm has obtained confidential information from the previous retainer that is relevant to the new matter. In all such cases, unless the previous Client or person(s) who was involved must consent in writing.
- b. Where an Advocate or Legal Consultant transfers from one Firm to another Firm, the new Firm must ensure that the Advocate or Legal Consultant does not disclose any confidential information about his previous Clients or matters or provide Legal Services on any matter that would cause a conflict of interest for that Advocate or Legal Consultant.

### **Relationship with Other Advocates and Legal Consultants**

#### **Article (17)**

- a. Relationships between Advocates, Legal Consultants and Firms should be courteous, professional, and in accordance with local customs and cultural traditions.
- b. An Advocate, Legal Consultant or Firm shall answer with appropriate promptness all correspondence relating to their provision of Legal Services from fellow Advocates, Legal Consultants or Firms.
- c. Any Advocate, Legal Consultant or Firm, shall not, in any manner whatsoever, communicate with a Client of any other Advocate, Legal Consultant or Firm in a matter, except in any of the following cases:
- 1- to request the particulars of the other party's legal representative;
  - 2- the other party's Advocate, Legal Consultant or Firm consents to direct communication with the Client; or
  - 3- where there are exceptional circumstances for such communication,

In all cases, the other party must be advised that they have a right to refuse such communications in the absence of their Advocate, Legal Consultant or Firm.

- d. An Advocate, Legal Consultant or Firm must avoid making personal remarks which may insult opponents, Clients or witnesses and he must not discredit their reputation, honour or dignity unless as required to defend the interests of a Client.
- e. In the event of multiple Advocates or Legal Consultants acting for one or more Clients, they must consult each other and they must uniformly act to protect the Client's best interests.
- f. But for exceptional circumstances, An Advocate or Legal Consultant may not reconcile with his Client's opposing party except through the opposing party's Advocate or Legal Consultant, if the opposing party has representation.
- g. An Advocate or a Legal Consultant must notify the Department of any legal action against another Advocate or Legal Consultant related to the professional relationship between them.

#### **Conduct in Respect of the Relationship with the Judiciary Article (18)**

An Advocate or Legal Consultant in his interaction with the judiciary must comply with the provisions of the legislation effective in the Emirate, specifically:

- a. comply with rules of the court before which he is allowed to appear;
- b. to act towards judges in such a way that is consistent with dignity, status, prestige and the independence of the judge;
- c. behave decently and politely in court; and
- d. refrain from any action or utterance that obstructs the administration of justice.

#### **Chapter 4: Relationship with the Department**

##### **Commitment to Notify the Department Article (19)**

Subject to legislation in force in the Emirate, an Advocate, Legal Consultant or Firm shall report to the Department in any of the following cases:

1. the misappropriation or misapplication of Client Monies by any person;
2. Any criminal cases related to honour and integrity filed within or outside the State against the Advocate, Legal Consultant or Firm;
3. If an Advocate or Legal Consultant for any reason is incapable of performing his duties as a member of the Profession; or
4. Any disciplinary sanctions against an Advocate, Legal Consultant or Firm resulting from the practise of the Profession within the State or outside of it.

#### **Obligations to the Department**

### **Article (20)**

- a. An Advocate, Legal Consultant or Firm shall reply promptly to any communication from the Department.
- b. An Advocate, Legal Consultant or Firm shall deliver promptly to the Department any document or information requested in writing by the Department which relates to the provision of Legal Services, the registration of the Advocate or Legal Consultant or the licensing of the Firm, or the investigation of any complaint made or to any other obligation under this Charter.

## **Chapter 5: Client Monies**

### **Financial Accounts**

#### **Article (21)**

Subject to legislation in force in the Emirate, a Firm must ensure the following:

- 1- take necessary action to separate Client Monies from the Firm Monies including holding separate bank accounts for Firm Monies and other accounts for Client Monies with a bank licensed to provide banking services in the Emirate, and to the extent practicable, keeping all Client Monies separate from the Firm Monies.
- 2- adopt an accounting standard in line with accounting standards as customary in the Emirate to ensure accurate settlements of Client's and Firm's accounts.
- 3- register all transaction on accounts of the Client and Firm.
- 4- designate the authorised signatories for the accounts of the Client and Firm.

### **Books, Records and Account Keeping**

#### **Article (22)**

- a. An Advocate, Legal Consultant or Firm must maintain proper books, records and accounts based on accounting standards as customary in the Emirate. Such books and accounts must be legible, up to date and contain sufficient detail to identify each entry.
- b. An Advocate, Legal Consultant or Firm must retain adequate records of all payments received and made.
- c. An Advocate, Legal Consultant or Firm must ensure that the books and financial accounts of his Client are preserved for at least six (6) years from the conclusion of provision of the Legal Services and shall promptly render statements of accounts upon request from the Client.

### **Receipts**

#### **Article (23)**

An Advocate, Legal Consultant or Firm shall notify his Client promptly in writing of receipt of any monies or securities on behalf of that Client.