



WORLD LINK FOR LAW

QUALITY CODE

1 - INTRODUCTION

World Link for Law is not an organization which itself renders legal services. This Quality Code is not intended to be a guide to the practice of law by individual members, or to vary the rules applicable to the practice of law in particular regions or countries.

The aim of this Quality Code is to ensure that members will follow and apply common rules and procedures when they work together **(Points 2 and 4)** and when they communicate with the Administration Office or between themselves for World Link for Law purposes **(Point 3)**.

Also this Quality Code establishes a questionnaire system **(Point 5)** which enable clients to express their views about the quality of the legal services they have received.

Every member firm, whether an established member or a new member, must abide by this Quality Code of World Link for Law.

In case of any disputes or problems between members, World Link for Law has created a Dispute Resolution Process (DRP) **(Point 6)**

2 – GENERAL STANDARDS

Within any kind of activity relating to, or in connection with World Link for Law, each member undertakes strongly to respect the ethical rules which are universally applicable to lawyers and legal firms everywhere, including (a) the International Code of Ethics issued by the International Bar Association and (b) the Code of Conduct for lawyers in the European Union issued by the Council of the Bar and Law Societies of the European Union.

In particular, each member shall scrupulously adhere to the qualities which are of the essence of the legal profession: courtesy, candour, dignity, diligence, independence, integrity, honour, loyalty, and fraternity.

3 – INTERNAL RELATIONS

3.1 Internal communication

Each member shall give the Administration Office any information or update (“the Information”) when requested, for general information, organization and management. This information shall be provided promptly and accurately. Also, each member shall provide the Administration Office spontaneously with information which has an impact in its identification (name change, change of address, telephone number, electronic address, website, new partner, merger, etc.). In particular, this will enable the Administration Office to update the records of World Link and the communication materials of World Link for Law.



In principle, every communication between members or between members and the Administration Office shall be in English, unless mutually agreed otherwise. All proceedings of any World Link for Law meeting or conference shall also be conducted in English, except if another language seems to be more appropriate due to the possible specific context of the said meeting or conference.

3.2 *Facility procedure*

In order to ease communication relating to World Link for Law (i) among members and (ii) between the members and the Administration Office/Board/Committees, any correspondence shall refer to, and be limited to, a single specific subject. A list of the main subjects is in the appendix to this Code.

Reference to subjects shall be required for any kind of written correspondence including letter, fax, and e-mail.

This rule (“one correspondence for one subject”) will ease the filing of correspondence relating World Link for Law.

Consequently, if members or the Administration Office/Board/Committees wish to communicate on different subjects, they will make best efforts to confine each communication to a single subject.

This rule does not prevent a member from also referring in correspondence to a customary reference system used by that member.

3.3 *Possible Initial Free View*

A member may ask another member for an initial free ‘view’ about a legal issue, case, transaction or similar enquiry (e.g. a request for some local information). This obviously should not amount to a detailed investigation or correspondence.

The member firm receiving the enquiry must communicate clearly if and exactly when, they propose to start billing. The provisions of the paragraph 4 “Referrals” below shall then apply.

In all aspects, members should act fairly and reasonably and in accordance with the standards of this Code.



4 - REFERRALS

Due to the specificity of international matters and to national differences, the general principle for referrals within World Link for Law shall be, as much as possible, on the basis of “working together” (a co-operative process) between the referring and the referee members for the benefit of the client.

Before the referral is accepted by the two (or more) involved members the proposed referee member(s) (“the referee”) shall confirm in writing to the referring member that the matter, the case or the transaction (“the Matter”) can be handled by the referee and that this one has the necessary skill and adequate staff to handle it. The referee shall also, after investigation, confirm to the referring firm that there is no conflict of interest. The referring member shall undertake to notify the referee of any facts which come to its attention which may indicate that there is a conflict of interest (e.g., a client which appears to be an independent corporation is actually a subsidiary of another organization).

It is the obligation of the referring member to check with the referee firm that the referee firm has malpractice insurance and that the level of cover is deemed adequate for the referring member (and the satisfaction of the client) or to proceed without such insurance or with the lower level of cover.

Confirmation shall be made promptly, and, in any case, not more than two working days from the initial request, through an engagement letter explaining how the fees and the costs will be calculated. The different members will determine from the beginning by whom and when these fees and costs will be paid. Unless it is agreed in writing between the member firms at the beginning of an enquiry or instruction, as to the payment of fees and costs, the assumption is that the obligation is upon the referring (instructing) firm to pay the referee firm (provided the fees and costs have been agreed in advance between the two firms or, if not, are fair and reasonable; i.e. the referee firm should receive its fees and costs from the referring firm, not the client, unless clearly agreed otherwise at the beginning of an enquiry or instruction).

A form of engagement letter is attached to this Quality Code, but use of this specific form is not mandatory.

The referring member shall be told which specific partner (s) or/and associate(s) of the referee will handle the Matter.

Then, at the outset of the Matter, the referring member shall provide the referee, unless agreed otherwise, with a detailed and accurate explanation of the nature of the Matter, what the links between the different parties are, expressing with as much precision as possible, the objectives of the client, and giving, the background and the legal different steps of the Matter which may have taken place prior to the referral. It should be acknowledged by the referee.

This detailed and accurate explanation is considered to be of major importance for the benefit of all, especially for the client. It is intended (i) to avoid any misunderstanding and (ii) to avoid the waste and inefficiency in having the referee duplicate the efforts of the referring member in trying to understand the Matter.



If the proposed referee member does not have the skill or experience to handle the Matter, or cannot do so because of a conflict of interest (or for any other reason) and if it is asked to recommend another lawyer or firm to handle it, the proposed referee shall do so as soon as possible, or communicate to the referring firm (or the client, if appropriate and tactful) that it cannot do so. In the spirit of fraternity, the referee will endeavour to recommend another member to handle the Matter, if possible.

In any case where a World Link for Law member identifies a non-World Link for Law firm to assist a particular client or referring member (including where there is no World Link for Law member in that jurisdiction), the member providing the recommendation should be kept fully informed of the developments, if consistent with its ethical precepts.

The referring member shall inform the referee whether the referee may communicate directly with the client, and consistent with the following rules and guidelines:

- (a) In the absence of instruction to the contrary, the referee may always communicate directly with the client, provided the referee keeps the referring member duly and promptly aware of the content of communications with the client;
- (b) Even if direct communication is not authorized by the referring member, the referee may communicate with the client if a decision must be taken by the client, and the referring member is unavailable, or in case of great urgency.
- (c) Whenever possible, in communications between the two members concerning a client or its affairs, copies should be furnished to the client, subject to the exercise of prudent discretion by the members.
- (d) The referee shall endeavor to summarize at a very early time, in writing, to the referring member and/or to the client, if appropriate, the procedure, initiatives etc. to be undertaken, and the strategy proposed to be followed. Any such communication shall be prominently labeled privileged and confidential. This precept is not meant to be inflexible. It is recognized that in some circumstances communication should, consistent with discretion in the interests of the client, be conducted orally.
- (e) Progress reports relating to the Matter shall be supplied to the referring member and/or to the client regularly.
- (f) The referring member shall promptly inform the referee of any relevant information which becomes known to the referring member during the progress of the Matter, which may have a bearing on the Matter. The referring member should err on the side of communication, in this case.
- (g) No substantial initiative or decision shall be taken by the referee without the consent of the client, and, if practicable, the referring member. Members should endeavor to obtain such consents in writing.
- (h) Each referee shall, consistent with its own rules and practices, respect the confidentiality of the Matter referred, and shall not use any information provided by the referring member or the client for the referee's own benefit. No member shall initiate any publicity



regarding any client or any other member without the consent of the client or the other member, respectively.

(i) Upon the completion of a Matter, the referee shall return any document in original to the referring member or to the client unless it is impossible for legal reasons.

(j) The referring member must complete the proper referral form (either by e-mail or by fax/letter) and send it to the Administration Service at the time the referral is made.

5 - COMPLIANCE WITH THE QUALITY CODE

Mindful that World Link for Law does not itself practice law and that there are national and regional differences among members, it is agreed among the members of World Link for Law that the best and most efficient system to ensure compliance with the Quality Code is to request clients to give their views about the quality of the services rendered by member firms.

For that purpose, a questionnaire form has been prepared and distributed by World Link for Law.

After the completion of the Matter the engagement/client billing or referee firm(s) should send a questionnaire to the client. It will enable clients to give their views on the services rendered by the engagement/client billing or referee firm(s), as appropriate. The main responsibility is on the firm billing the client. Clients will be requested to return the completed questionnaire to the Administration Service, which shall call to the attention of the referring firm and/or the referee to the contents of the completed questionnaire. Alternatively, the referring firm may, at its discretion, complete and return to the Administration Service, the questionnaire concerning the provision of services by the corresponding firm(s).

This form will be both in English and the client's language, if possible. Each member will help to make the needed translation into the language of the client (or other language intelligible to the client).

6 - DISPUTE RESOLUTION PROCESS (DRP)

In case of any disputes or problems between members, World Link for Law has created a Dispute Resolution Process. It is an optional method of assistance; it is not designed to be prescriptive but to provide a service to members, only if required. It is presented on **Page 9**.



**WORLD LINK FOR LAW
COMMUNICATIONS
SUGGESTED MAIN HEADINGS FOR E-MAIL FILES**

1	Advertising /directories + sponsorship
2	Finance/Budgets (including subs/rates)
3	Company /Association matters + administration
4	Conferences (and for each conference)
5	Literature /newsletters/promotions/social media/PR
6	Market/internal research/business information
7	Marketing /general marketing/business development + Strategy tactics
8	Meetings and minutes – AGM/EGM/Board, Exec and agendas
9	Database – Members databases
10	Quality
11	Recruitment of members/potential members
12	Referrals/enquiries
13	Rules and regulations/general policies
14	Miscellaneous
15	Website
16	Alliances



DRAFT ENGAGEMENT LETTER

[Date and Name and Address of Referring Firm]

RE: Legal Services to be Rendered to [Name of Client]

Dear [Name of Referring Lawyer]:

[Name of referee firm] appreciates the opportunity to represent [Name of Client], initially regarding [Brief Description of Matter]. We look forward to working with you and [Name of Client].

Although we would prefer a less formal beginning to our relationship with this client, written confirmation of its terms is required in [Name of Jurisdiction, e.g., California, Scotland] for many clients, and can be useful in all cases to prevent misunderstandings. We therefore enclose a copy of our Statement of Financial Agreements which I ask you to review.

We have conducted a search of our database to determine that there is no conflict of interest involved in our representation of this client in this matter. However, if you are aware of facts which suggest to you that there may be a conflict of interest, or that further inquiry is in order, we request that you promptly communicate them to us. From what we now understand of the nature of the work, our firm is competent and adequately staffed to handle it. If we determine that consultation with other legal or expert consultants is necessary, we will inform you and the client before engaging any such person (except when urgency does not permit).

[The following is optional] Please note that in the unlikely event that it is required, our firm carries adequate professional indemnity insurance for this kind of matter **[or]** Please note that our firm is not insured for professional liability as it is not compulsory in our jurisdiction.

We will report on the status and progress of the matter upon request from either you or the client, and, in any event, no less frequently than on a calendar quarter basis.

[The following is optional]—Although we often require clients to provide an advance deposit against anticipated legal services, we do not believe that it is necessary in this instance—or— We acknowledge receipt of a retainer in the amount of _____. We will bill the client *[period, e.g., monthly or upon completion, etc.]* and we expect the client to pay those invoices promptly. *[Optional, if agreed—*We remind you that, under terms of our engagement that your firm is ultimately responsible for payment of our fees.*]* All payments of fees and expenses must be by bank transfer (check (que) or telegraphic transfer, and cash payments will not be accepted. The currency for payment is *[State name of currency—e.g., United States Dollars]*, unless agreed otherwise, and may be converted at the prevailing rate for interbank transfer on the date of invoice. *[State here any special arrangements for payments, such as billing against a retainer until exhausted or use of a replenishing retainer.]*

All communications with you and the client will be in the English language, unless agreed otherwise. The parties note that this agreement has been drawn up in English and intend that any documents related to this engagement be in English. *[Les parties constatent que cet accord a été rédigé en anglais, et prévoient que tout document relatif à cette collaboration sera en principe soit écrit en anglais].*



The Quality Code of World Link for Law is incorporated into this engagement letter.

Please indicate that you have read and understood the terms of this retention and the specifics contained in the attached Statement of Financial Agreements by dating, signing and returning to me the enclosed copy of this letter.

[*Name of Lawyer handling matter*] will have overall responsibility for this matter. [*Name of Firm*] values its relationship with you and the client and we encourage you to communicate closely to assist us in providing the best possible legal services in the most efficient manner. Please do not hesitate to contact us regarding any questions or suggestions, now or at any other time.

Very truly yours,

[*NAME OF FIRM*]

By

[*Name of Lawyer*]

*Acknowledged on [Date]

By _____(Signature)

_____(Name)



QUALITY OF SERVICE QUESTIONNAIRE

World Link for Law member firm name:

City/Country:

To evaluate the overall quality of service for the firm above, we would be grateful if you could complete this questionnaire, and send it to Rachel Tombs, Executive Consultant for World Link for Law, by email to: rachel@world-linklaw.com

1 Please provide your opinion about:

a The quality of the written, oral or electronic communications with you :

☐ Very satisfied ☐ Satisfied ☐ Not satisfied

b The speed of response :

☐ Very satisfied ☐ Satisfied ☐ Not satisfied

c Keeping you informed of progress and developments :

☐ Very satisfied ☐ Satisfied ☐ Not satisfied

d The skill, ability and quality of advice in concluding this matter on your behalf :

☐ Very satisfied ☐ Satisfied ☐ Not satisfied

e The overall value for money :

☐ Very satisfied ☐ Satisfied ☐ Not satisfied

2 How satisfied are you with the outcome of this matter?

☐ Very satisfied ☐ Satisfied ☐ Not satisfied

3 Would you recommend this law firm to others?

☐ Yes ☐ No ☐ Not sure

4 Have you any other comments?

THANK YOU FOR YOUR TIME

Your Name:

Company/business name :



DISPUTE RESOLUTION PROCESS

Considerations

- A.** According to the Quality Code all members of World Link for Law have to follow and apply common rules and procedures when they work together
- B.** Nevertheless disputes may arise between members
- C.** It is considered of utmost importance that disputes between members and adverse consequences for the members involved and the organisation as a whole resulting from disputes, are avoided.
- D.** This disputes resolution process, as an Appendix of the Quality Code, has the aim to prevent the adverse consequences of a dispute and is considered to be a service to the members to prevent a dispute from escalation and to offer guidance in case a dispute arises.

General

Article 1

1-1 This Dispute Resolution Process (DRP) provides the process of aiming to resolve any dispute among World Link for Law (WLL) member firms.

Complaint

Article 2

2-1 A member firm may report any problem or dispute with another member firm to the chair of the Quality Committee (QC) in a short written report (max 1 A4 sheet) describing the dispute and the point of view of both parties. A member firm may include supporting documentation. The chair of the QC provides a copy to the other party within 14 days after receipt and invites that party to present a written response on the matter (max 1 A4 sheet) and any additional supporting documentation. The other party must submit its reply within 4 weeks following the receipt of the report sent to them by the chair of the QC.

2-2 The chair of the QC informs the other members of the QC immediately after a report mentioned in 2-1 has been received and is entitled to request one of the other members of the QC to fulfil the role of the chair mentioned in 2-1.

Breach of Quality Code

Article 3

If the report regards a dispute, in the opinion of the QC, concerning a (potential) breach of the Quality Code, the issue will be dealt with directly by the QC. The QC will inform the pertinent members about the procedure it will follow in the effort to solve the dispute. The QC may request supplement reports from the members involved and any additional documentation.

Disputes other than breach of the Quality Code

Article 4



4-1 If the report is a problem other than a breach of the Quality Code, the chair of the QC advises both parties to start a mediation process.

4-2 If both parties agree to mediation, they each nominate a mediator from either the QC, the Board or a former Board member. The QC takes the suggestions into account and appoints a mediator. The QC is not bound by the suggestions of the parties. Both parties will receive contact details of the mediator immediately following his/her appointment. If mediation results in an agreement, the mediator drafts the agreement and sends it to both parties. If they do not complain within 14 days after the draft has been sent to the parties, the draft of the agreement by the mediator is considered to be correctly drafted.

4-3 All matters occurring before or presented to the mediator are confidential. Nevertheless, The QC is always entitled, before the mediator is appointed, to consult the President of WLL or one of the other members of the QC.

4-4 The mediator sends the agreement to the members of the QC and the President of WLL only.

Resolution by the QC

Article 5

5-1 If the dispute is not resolved by mediation, or the parties do not agree to mediation, the dispute is submitted to the QC for a recommendation by the QC. The QC may ask written questions to the parties. The QC shall not engage in any private communication with any of the parties. Each party shall receive copies of any material submitted to the QC.

5-2 The (former) mediator does not have any involvement in the process mentioned in this Article.

5-4 If the parties do not comply with the recommendation of the QC, the QC reports it to the Board for further consideration.

Costs

Article 6

The parties will each bear their own costs incurred in relation to this Dispute Resolution Process. The mediation costs are to be shared equally by the parties. The parties and the mediator must make arrangements about the costs/rates prior to the mediation. The first two hours required by the chair or QC member involved until the mediation starts are free/paid for by WLL at an hourly rate of €200 (or equivalent in another currency) ex VAT.