

3. ATTORNEYS-AT-LAW ETHICS CODE

Adopted by the Supreme Bar Council
(Decision No. 324 of 8 July 2005)

Section I	Introduction	Art. 1—2
Section II	General Principles	Art. 3—10
Section III	Relations with Clients	Art. 11—20
Section IV	Relations with the Courts	Art. 21—24
Section V	Relations between Attorneys-at-law	Art. 25—34

Section I

INTRODUCTION

Art. 1. (1) In a state and society founded on respect for the rule of law an attorney-at-law fulfills a special role. His/her duties do not begin and end with the mandate he/she has received. There are a number of duties deriving from the traditions of a venerable profession. An attorney-at-law shall serve the interests of justice as well as those whose legitimate interests and rights he is trusted to assert and defend.

(2) In order to win and preserve the respect necessary to the fulfillment of the functions referred to in the preceding paragraph, an attorney-at-law shall perform a variety of legal and moral obligations towards:

1. the client;
2. the legal profession in general and each fellow member of it in particular;
3. the judiciary and other authorities before whom the attorney-at-law pleads his/her client's cause or acts on his/her behalf;
4. the public for whom the existence of a free and independent profession, bound together by respect for rules made by the profession itself, is an essential means of safeguarding human rights and the rule of law in face of the power of the state and other interests in society.

Nature of the Rules of Professional Conduct

Art. 2. (1) The attorney-at-law shall accept and observe the rules of professional conduct voluntarily, so that the strict performance of his/her functions is ensured. The failure of an attorney-at-law to observe these rules shall reason his/her disciplinary responsibility.

(2) Disciplinary proceedings shall be organised in a manner ensuring that they are fair and the relevant sanctions are effective, well-founded and commensurate with the seriousness of the disciplinary offence.

Section II

GENERAL PRINCIPLES

Independence

Art. 3. (1) In the practice of his/her profession an attorney-at-law shall be independent.

(2) An attorney-at-law shall act in accordance with the law, this Ethics Code and the legitimate interests of the client; be free from all other influence, especially such as may arise from his/her personal interests, external pressure or outside influence; and otherwise render professional services based upon his/her own inner conviction.

(3) An attorney-at-law shall avoid any impairment of his/her independence and be careful not to compromise his/her professional standards in order to please his/her client, the authorities or third parties.

Trust and Personal Integrity

Art. 4. Attorney-at-law — client relationships are based on trust. Trust is also the basis of the relation among attorneys-at-law and between attorneys-at-law and the authorities. Relationships of trust can only exist if the honesty, personal honor and integrity of an attorney-at-law are beyond doubt.

Confidentiality

Art. 5. (1) An attorney-at-law shall keep the client's secrets without any time limitations. Confidentiality is a primary and fundamental duty of an attorney-at-law.

(2) An attorney-at-law shall respect the confidentiality of all information which becomes known to him/her in the course of his/her professional activity.

(3) An attorney-at-law shall require the observance of confidentiality from his/her staff and anyone else he/she collaborates with in the course of his/her professional activity.

(4) An attorney-at-law may disclose confidential information only to the extent necessary to defend himself/herself in civil, administrative, penal, disciplinary or other proceedings related to attorney-at-law — client disputes.

Respect for the Rules of Conduct of Other Bars or Law Societies When Practicing Abroad

Art. 6. An attorney-at-law is bound to comply with the rules of the bar or Law Society of any country in which he/she carries on his/her activity.

Incompatible Occupations

Art. 7. (1) In order to perform his/her functions with due independence and in a manner which is consistent with his/her professional duties, the practice of some professions and occupations is determined to be incompatible with the attorney-at-law's profession. An attorney-at-law shall not engage in activities or actions that contradict the nature of the profession, impair the profession's independence or compromise the honor and reputation of the profession.

(2) An attorney-at-law who is also established in another EU Member State or who is practicing in such a state shall observe the rules regarding incompatible occupations as they are applied to attorneys-at-law of that Member State.

Publicity of Professional Activities

Art. 8. (1) An attorney-at-law may inform the public about those facts relating to his/her professional activity which are subject to entry in the attorneys-at-law register.

(2) An attorney-at-law may publicize information about his/her professional activities in any form of media such as by press, radio, television, electronic communications or otherwise in so far as the limitations of the previous paragraph are observed.

(3) An attorney-at-law is not allowed to:

1. advertise his/her activity;
2. compare his/her services with other attorneys'-at-law services, including: the quality of the attorneys'-at-law work; the size or the success of the attorneys'-at-law practice; and the size of the attorneys'-at-law remuneration;
3. promise the achievement of concrete results;
4. announce the names of his/her clients.

(4) An attorney-at-law or his/her associate shall not solicit a prospective client, either personally or otherwise, when an attorney-at-law has no familial relations or prior professional relationship with the prospective client. An attorney-at-law shall not solicit clients through the use of agents.

(5) The preceding rules shall also apply to the content of brochures, forms, signboards and business cards.

The Client's Interest

Art. 9. Subject to due observance of all rules of law and professional conduct, an attorney-at-law shall always act in the best interests of his/her client and shall put those interests before his/her own interests, the interests of closely related persons or the interests of fellow members of the legal profession.

Equal Treatment

Art. 10. In all of his/her activities an attorney-at-law shall not discriminate on any ground including sex, race, nationality, ethnic origin, citizenship, origin, religion, education, beliefs or views, political affiliation, personal or public status, age, sexual orientation, family status, financial status or any other grounds established by law or by an international treaty to which the Republic of Bulgaria is a party.

Section III

RELATIONS WITH CLIENTS

Beginning and Termination of Relations with the Client

Art. 11. (1) An attorney-at-law shall handle a case for a client based only upon that client's authority, or when he/she has been instructed by another attorney-at-law who represents that client, or he/she has been instructed to represent that client by a competent body.

(2) An attorney-at-law shall make reasonable efforts to ascertain the identity, competence and authority of the person or body who instructs him/her when the specific circumstances give reason to believe that the identity, competence or authority of that person are uncertain.

(3) An attorney-at-law shall advise and represent his/her client competently, promptly, conscientiously and diligently. He shall keep his/her client informed as to the progress of the matter entrusted to him/her and, when requested by the client, shall respond to the questions in connection with the representation.

(4) An attorney-at-law shall not accept a legal matter which he/she is not able to handle within a reasonable time frame. An attorney-at-law shall also not accept a legal matter which he/she knows or ought to know that he/she is not competent to handle, without cooperating with an attorney-at-law who is competent to handle it.

(5) When the client so requests, the attorney-at-law shall return any original documents received from the client in connection with the matter entrusted to him/her.

Withdrawal of Representation

Art. 12. (1) An attorney-at-law shall not withdraw from an undertaken representation, except as otherwise provided by law.

(2) An attorney-at-law exercising his/her right to withdraw from undertaken representation shall inform his/her client within a reasonable time, to enable the client to proceed with his/her case.

(3) Without prejudice to Article 5, paragraph 4, the reasons for withdrawing from an undertaken representation shall not be subject to disclosure.

Ban against Representation of Persons with Competing Interests (Conflict of Interests)

Art. 13. (1) An attorney-at-law shall not advise, represent or act on behalf of two or more clients in the same matter if the attorney-at-law is aware of a conflict between the interests of those clients.

(2) An attorney-at-law shall inform and receive the prior consent of all interested parties before assuming the representation of one or more of the parties in a case in which there is a risk of conflict of interests.

(3) Where a conflict of interests arises between clients of the attorney-at-law, the attorney-at-law should try to reconcile the conflicting interests and, if unsuccessful, the attorney-at-law shall stop providing advice, defence and procedural representation to the parties in that particular case.

(4) An attorney-at-law shall refrain from acting for a new client if there is a risk of a breach of confidence entrusted to the attorney-at-law by a former client or if the knowledge which the attorney-at-law possesses of the affairs of the former client would give an unreasonable advantage to the new client. This is applicable also

to cases in which information has been obtained as a consequence of previous employment as civil servant, judge, prosecutor, investigator, police investigator, notary or jurist consult.

(5) An attorney-at-law shall refrain from providing consultation, assistance, defence or procedural representation of any client in cases in which there is a risk of conflict with the personal interests of the attorney-at-law or interests of anyone closely related to the attorney-at-law, or when a conflict arises after the undertaking of such representation.

(6) When attorneys-at-law are practicing in association pursuant to the Bar Act, Article 13, paragraphs 1—5 shall apply to each of the association's members.

Regulation of Fees

Art. 14. (1) Attorney-at-law fees shall be determined through an agreement between the attorney-at-law and his/her client. In the absence of an agreement, the fees shall be determined in accordance with the rates set in an Ordinance adopted by the Supreme Bar Council.

(2) Attorney-at-law fees shall be reasonable and fair but shall not be lower than the minimum set forth in the Ordinance of the Supreme Bar Council.

(3) The attorney-at-law shall inform his/her client in advance about the full amount of his/her fees.

(4) In case the attorney-at-law provides procedural representation, a separate fee shall be agreed upon for each court instance in the procedure.

(5) The remuneration may be agreed on as a fixed sum or percentage of a certain interest in any award received by the client as a result of the case, except in criminal cases and civil cases with non-pecuniary interest.

Prohibition of Agreement to Acquire a Physical Share of any Object in Dispute (Pactum de Quota Litis)

Art. 15. An attorney-at-law shall not be entitled before the conclusion of the case to make an agreement with his/her client, in which the attorney's-at-law fees are determined to be a share of the object of the legal dispute handled by the attorney-at-law.

Payment of Remuneration and Expenses

Art. 16. (1) Remuneration shall be paid in a manner agreed upon between an attorney-at-law and his/her client.

(2) If an attorney-at-law requires payment of his fees and/or expenses in advance, such payment shall not exceed the agreed amount of the fees and probable expenses involved.

(2) Failing such payment, an attorney-at-law may withdraw from a case or refuse to handle it, but subject to Article 12, paragraph 2.

Prohibition of Fee Sharing with Non-Attorneys-at-law

Art. 17. (1) An attorney-at-law shall not share his/her fees with a non-attorney-at-law.

(2) The provisions of paragraph 1 shall not preclude an attorney-at-law from paying a fee, commission or other compensation to a deceased attorney-at-law's heirs or to a retired attorney-at-law for the taking over the practice of a deceased or retired attorney-at-law.

Alternative Dispute Resolution. Resort to Legal Aid

Art. 18. (1) An attorney-at-law shall strive to achieve an efficient resolution of his/her client's dispute. An attorney-at-law shall advise his/her client on the suitability both of settlement and possible resort to alternative dispute resolution.

(2) In the cases in which a client is entitled to the services of a public defender or free legal assistance, an attorney-at-law shall inform him/her of the availability of these opportunities.

Client Funds

Art. 19. (1) When an attorney-at-law at any time in the course of his/her practice comes into possession of funds on behalf of his/her of a client or third parties (hereinafter called “client funds”), he/she shall do whatever is necessary for the safeguarding and accounting of those client funds by adhering to the following rules:

1. Client funds shall always be held in an account in a bank unless the client explicitly or by implication agrees that the funds should be dealt with otherwise. The account’s holder may be the client or, on behalf of the client, the attorney-at-law. Client funds shall be held separate from the personal funds of the attorney-at-law.
2. Any account in which client funds are held in the name of the attorney-at-law should indicate in the title or designation that the funds are held on behalf of the client or clients of the attorney-at-law.
3. Client funds shall only be used for agreed purposes. The interests earned from the clients’ accounts remain in his/her benefit. The expenses for the maintenance of the account are at the expense of the client.
4. All client funds shall be available for payment to clients on demand or upon such conditions as the client may authorise.

(2) Payments made from client funds on behalf of a client to any other person including:

1. payments made to or for one client from funds held for another client;
2. payment of an attorney-at-law’s fees, are prohibited except to the extent that they are permitted by law or are ordered by the court or have the explicit or implied authority of the client for whom the payment is being made.

(3) An attorney-at-law shall maintain full and accurate records showing all his/her transactions relating to the clients’ funds.

(4) An attorney-at-law who carries on practice or provides services in a Host Member State of the EU may with the agreement of the competent authorities of the Bulgarian Bar and Host Member State concerned, comply with the requirements of the Host Member State to the exclusion of the requirements of the Bulgarian Bar. In that event he/she shall take reasonable steps to inform his/her clients that he/she complies with the requirements in force in the Host Member State.

Professional Indemnity Insurance

Art. 20. An attorney-at-law shall obtain professional indemnity insurance pursuant to the Bar Act and the Ordinances adopted by the Supreme Bar Council.

Section IV

RELATIONS WITH THE COURTS

Applicable Rules of Conduct in Court

Art. 21. (1) An attorney-at-law shall maintain due respect and courtesy to the court.

(2) An attorney-at-law who appears, or takes part in a case, before a court or tribunal shall comply with the rules of conduct applied in that court or tribunal.

(3) The rules governing an attorney’s-at-law relations with the courts apply similarly to his/her relations with arbitrators, mediators, experts and any other persons assisting the judge or arbitrator.

Adversarial Proceedings

Art. 22. (1) An attorney-at-law shall always have due regard for the adversarial nature of proceedings. An attorney-at-law shall not make attempts to influence directly or indirectly judicial bodies in a way contrary to the laws and ethical rules.

(2) An attorney-at-law shall not divulge or submit to the court any proposals for settlement of a case without the express consent by the other party’s attorney-at-law.

False or Misleading Information

Art. 23. An attorney-at-law shall never knowingly give false information to any court.

Promptness of Court Proceedings

Art. 24. While handling a case, an attorney-at-law shall not employ methods aimed at the creation of unjustified or unlawful (conflicting with the Bar Act or attorneys-at-law ethics) impediments disrupting the normal course of judicial proceedings.

Section V

RELATIONS BETWEEN ATTORNEYS-AT-LAW

Corporate Spirit of the Profession

Art. 25. (1) The corporate spirit of the profession requires a relationship of trust and co-operation between attorneys-at-law for the benefit of their clients and avoidance of unnecessary litigation and any behavior harmful to the reputation of the profession. It can, however, never justify setting the interests of the profession against those of the client.

(2) Attorneys-at-law shall maintain due respect and courtesy to each other.

Cooperation Among Attorneys-at-law

Art. 26. (1) It is the duty of an attorney-at-law who is approached by a colleague not to accept work which he/she is not competent to undertake. The attorney-at-law shall be prepared to try to help his/her colleague to obtain the information necessary to enable him to find an attorney-at-law who is competent to provide the services requested.

(2) Where an attorney-at-law co-operates with an attorney-at-law from another country, he/she has a general duty to take into account the differences which may exist between their respective legal systems and the professional organisations, competences and obligations of attorneys-at-law in the states concerned.

Correspondence Between Attorneys-at-law

Art. 27. (1) If an attorney-at-law sending a communication to another attorney-at-law wishes it to remain confidential or without prejudice he/she should clearly express this intention when communicating the document.

(2) If the recipient of the communication is unable to ensure its status as confidential or without prejudice he/she shall not reveal the contents of the communication to others and, if possible, return the communication to the sender.

Prohibition of Referral Fees

Art. 28. (1) An attorney-at-law shall not demand or accept from another attorney-at-law or any other person a fee or any other benefit for referring or recommending the attorney-at-law to a client.

(2) An attorney-at-law shall not pay anyone a fee or any other benefit as a consideration for referring a client to him/her.

Communication with Opposing Parties

Art. 29. (1) An attorney-at-law shall not, without his/her client's consent, enter negotiations with the opposing party or the opposing party's attorney-at-law.

(2) An attorney-at-law shall not enter direct negotiations with the opposing party without the consent of that party's attorney-at-law.

(3) An attorney-at-law shall inform his/her client on the negotiations that have been conducted.

Relations with Clients Represented by Other Attorneys-at-law

Art. 30. An attorney-at-law shall not directly contact a client represented by another attorney-at-law without the consent of that other attorney-at-law. An attorney-at-law shall inform the other attorney-at-law about any discussions held with the client.

Change of Attorney-at-law

Art. 31. An attorney-at-law who is instructed to represent a client as a substitute for another attorney-at-law in relation to a particular matter should ascertain that arrangements have been made for the settlement of the other attorney-at-law's fees and disbursements. This duty does not, however, make the new attorney-at-law personally responsible for the former attorney-at-law's fees and disbursements. If urgent steps have to be taken in the interests of the client before the conditions above can be complied with, the newly hired attorney-at-law informs the former attorney-at-law regarding those steps.

Fees in Cases of Cooperation between Attorneys-at-law

Art. 32. When an attorney-at-law gives work to another attorney-at-law on a particular matter or seeks his/her advice, he/she shall pay to his/her colleague all the fees and expenses even in cases when the client is insolvent.

Disputes amongst Attorneys-at-law

Art. 33. (1) If any personal dispute of a professional or other nature arises amongst attorneys-at-law they should, if possible, first try to settle it in a collegial way. If not successful they should seek assistance from a mediator among their colleagues and as a last resort, assistance from the respective Bar Council.

(2) If an attorney-at-law becomes aware of the fact that another attorney-at-law has violated the rules of professional conduct, he/she shall draw the matter to the attention of that colleague in order to prevent a possible successive offence, or inform the relevant Bar Council.

Disputes amongst Attorneys-at-law from Different Countries

Art. 34. (1) Where an attorney-at-law deems that a colleague from another country has violated the rules of professional conduct, he/she shall draw the matter to the attention of his/her colleague.

(2) If any personal dispute of a professional nature arises amongst attorneys-at-law from different countries, they should first try to settle it in a collegial way.

(3) In instances referred to in the preceding paragraphs, the attorney-at-law shall not set in motion any procedure against his/her colleague without first notifying the respective Bar Councils to which they belong in order to give those Bar Councils the opportunity to assist in friendly settlement attempts.