Concentration of the second of

TEGH-CELERATE FOR LAW: EARLY MOVER ADVANTAGE

Covenant Chambers LLC has enjoyed the improved productivity and workflow by being a pioneer in tech-integration. We now set our sights for the next promising tech. Page 05

OUR EVERYDAY SUPERMAN WILBUR LUA

A litigator, a lecturer, and a father. Our Associate Director Wilbur Lua is our everyday superman standing up for justice, nurturing lawyers-to-be and raising his bundle of joy. Find out more about how he does it! Page 10

MALACCA FIRM TRIP 2019

We had the honour of visiting the illuminary Chee Siah Le Kee & Partners during our inaugural firm trip to Malacca, Malaysia, Find out more about our adventure and antics at the back!

e 15

COVE

CONTENTS









FOREWORD

Message from Lee Ee Yang, Managing Director, Covenant Chambers LLC on the great momentum in QI 2019 and the exciting road ahead in the coming months.

UPDATES

Sharing the buzz and latest events to have happened within our office and amongst our talented staff members.

TECH-CELERATE FOR LAW

The Law Society of Singapore, in partnership with The Ministy of Law Singapore (MINLAW), Enterprise Singapore, and Info-communications Media Development Authority of Singapore (IMDA) has lauched the next iteration of their support scheme to encourage technology adoption amongsts law firms in Singapore.

NEWS CLIPS

6

The media coverage continues to validate the impactful work we've done for our clients in helping them attain the rightful judgement for each and every case matter.

10 SPOTLIGHT

Our Associate Director and "everyday superhero", Wilbur Lua, has done what many others would struggle to do. Having to juggle the demands of the legal profession, being a full-time parent, and grooming the next generation of lawyers at NUS, he continues to examplify the notion that "not all superhero wear capes".

2 CASE SUMMARY

Find out about a matrimonial dispute where the division over the matrimonial assets involving compensation monies received by a spouse as a result of a tortious wrong and whether it should be included.

15 MALACCA FIRM TRIP 2019

We work hard and we play hard! For our firm trip in January 2019, we'd head on over to Malacca where we soaked in the immersive culture, had a visit to CSILK and participated in knowledge sharing session.

FOREWORD

Dear Clients and Partners,

I hope this newsletter finds you well. It has been a challenging 2019 with global growth clouded by uncertainties and downside risks amidst trade wars, slower than expected growth in the Chinese economy and the delay in Brexit until 31 October 2019. The economic outlook locally has been conservative. I am brought up as an optimist and I do believe that some of these "dark clouds" will eventually part and that the faithful shall eventually be rewarded.

At Covenant Chambers LLC, we are thankful that we have been provided with opportunities to serve all of you in a bigger way in 2019. Apart from domestic work, we are seeing a growing cross border practice with both disputes and transactional work, especially China related work. This can also be directly attributed to connections built up through business mission trips organised under the Lawyers Go Global program, first to Guangzhou in 2018 and to Beijing and Tokyo in 2019. I am personally thankful to Ministry of Law, Law Society and Enterprise Singapore for the initiative which has brought us many friends and partners in other jurisdictions.

We are also thankful for the mention by Minister for Communications and Information, S Iswaran, at the Tech-Celerate for Law Conference on 15 May 2019 that our firm is a successful pioneer under the Tech Start for Law program and has leveraged on the funding available to upgrade our tech capabilities. Indeed, we were able to defray most of the first year costs in adopting a practice management system (Core Matter), an online knowledgement management library (Intellex) and place ourselves on a marketing platform (Asia Law Network), which has contributed in a big way to our firm's growth thus far. We are fully committed to further upgrade our tech capabilities under the new initiative Techcelerate to be even more cost effective and efficient for our clients.

FOREWORD

Last but not least, we do highly value work-life balance in Covenant Chambers. In this newsletter, you would get a glimpse of our firm trip to Malacca in January 2019, where we had the honour of having a very edifying exchange with the partners of Chee Siah Le Kee & Partners ("CSilk"), one of the largest law firms in the southern regjon of Malaysia. We have been imparted by Datuk Chee Kok Chi, the founder of CSilk, with precious wisdom on practice philosophy and insights that have resulted in the phenomenal growth that they have experienced over almost 30 years. We are grateful to all the partners of CSilk, especially Datuk Chee and Mr Wong Fook Meng, for their hospitality and friendship.

Wishing all of you a great year ahead!



UPDATES

The Path Forward for Covenant Chambers LLC

We are proud to announce that Ronald JJ Wong has been awarded shareholding with the firm. The recognition holds testament to his tireless dedication in building the firm's branding and professional services within the legal fraternity, the Arts and Theatre scene, the Start-up and SME scene, the Blockchain and ICO industry and more. Thanks for all the contribution you've made to the family.



Our Family is Growing Ever Stronger

We would like to extend our warmest welcome to the newest staff members to our firm. Mr. Gan Cheng Leai (Finance and Risk Management Manager), Mr. Lemuel Teo (Community Branch Manager), Mrs. June Ahola (Receptionist). We wish you the very best and to have a fruitful journey ahead with us.



Beyond Our Borders: Lawyers Go Global

As part of an initiative by MINLAW, LawSoc and Enterpise Singapore, the Lawyers Go Global program allows for local law firms and practitioners to reach out and establish a regional footprint. Our Managing Director, Mr. Lee Ee Yang, had flew over to Beijing (and subsequently Japan) as part of a working group to build relationships and bridge culture, expertise, and experiences beyond geographical and language boundaries.



TECH-CELERATE FOR LAW

TECH-CELERATE FOR LAW GET ON TRACK WITH TECHNOLOGY ADOPTION

As a pioneer under the Tech Start for Law program a little over 2 years ago, we had the great opportunity of exploring and integrating legal tech to improve the overall workflow and efficiency in our firm's operations.

Covenant Chambers LLC was barely over a year old then, but that allowed us to adopt practice management systems such as CoreMatter, working closely with Asia Law Network to better market our services, and Net-Documents to ensure seamless accounting from billing to invoicing. The cost-savings in time was immeasurable and was further aided by the heavily subsidised (70%) subscription in the first year.

For newly incorporated law practices or others who have not jumped on the bandwagon, the newest initiative "Tech-celerate for Law" provides that added incentive to try various legal tech solutions at an affordable

TECH-CELERATE FOR LAW



subscription rate with the accompanying grants for the first year of implementation.

With an increase in the number of legal tech providers with varying solutions encompassing AI driven software infrastructure for e-discovery, document review, and form generators, we've similarly exploring the likes of Litera Microsystems to further improve our resiliency against errors and reputational risks.

We're proud to be part of the SmartLaw Guild with our SmartLaw Accreditation mark emblazened on all our collaterals and digital platform. We would also like to take this opportunity to thank the Minister of Communication and Information, S Iswaran for citing Covenant Chambers LLC as a case study as a technologically forward firm the rest can take precedence from.

Owners sue Oxley unit in collective sale dispute

They argue it isn't entitled to rescind deal for Ampas Apartment, claim error by both sides laws, regulations and gui The plaintiffs conten contract should be an

Selina Lum Law Corresp

Forty home owners of the 43-min freehold Ampsel and the analysis of the data was sold last year in a 595 million collective sale, have suad the buyes forwarning to pullout of the deal Date y laster, a subsidiary of the lawssis, arguing that the 40 pollective sale, have suad the buyes forwarning to pullout of the deal for its proposel for a ever residen-ial development was rejected by Palanning authorities.

, or plaintiffs, the terms an permission for answedced-ditions of the sale were disc morprising at least 120 March Bas year. The plaintiffs, haveraging 700 sqf. than fedevelopment Au-two sale committee members with a discher maximum saured the maximum maker of divellance arthered Under the agreement, if the

The buyer has the right to waive this condition and proceed with the deal, but the owners do not damages, argued in a High Court suit filed earlier this month that the agreement. The suit, filed in the name of five owners represent have a corresponding right. The deal was inked on March 27 should be declared null and void The home owners, represe by Mr Lee Ee Yang of Cove Chambers, contend that there purchase price. Under the the buyer was to pay a 1 posit of \$4.75 million with business days after rece mistake by both parties in the frafting of the condition, but it

the property had been obt The deadline was ext y say the parties would not concluded the agreement ng there was a condition that ec I after Oxley's request. On Sept 17, the URA rejected O ey's proposal. On Oct 26, Oxley wyers wrote to the committee saying it wa The deal was inked on It demanded the return of the first deposit. More legal correspon-dence followed, with the commit-

ess days after receipt of writ blice that the order for sale fo

cting the purp The comm

and thus they were feit the first deposit

acposit by the deadline. Oxley rejected the demand and maintained that the contract had been validly rescinded and can-celled. It repeated its demand for

March 27 and the buye aid a first deposit of \$4.75 million, or 5 per cent of the purchase price. Under the contract, the buyer was to pay a furt deposit of \$4.75 million the first deposit to be refunded. The plaintiffs allege that Oxley failure to pay the further deposi by Dec 1 was a breach of a second days after receipt of written notice that to order for sale for the

property had been obtained.

40 home owners of Ampas Apartment sue Oxley subsidiary over collective sale dispute



() PUBLISHED JAN 18 2019 9:49 PM SGT

SINGAPORE - Forty home owners of 43-unit freehold Ampas Apartment, which wa

Buver Oxley Jasper, a subsidiary of public-listed Oxley Holdings, said it was entitled to call off the deal after its proposal for a new residential development was rejected by planning authorities.

Under the sale and purchase agreement, the deal was subject to outline planning per for a new development comprising at least 120 units each averaging 700 sq ft.

But the Urban Redevelopment Authority (URA) said the maximum allowable number of dwelling units for the site is 112.

It added that the formula for computing the permissible number of units can be found in guidelines issued in 2012.

But the 40 home owners, in a High Court suit filed earlier this month, argued that the buye was not entitled to rescind the agreement.

The suit. filed in the name of five owners representing 35 others, says the alleged rescission

The home owners, represented by Mr Lee Ee Yang of Covenant Chambers, contend that there



year in a \$95 million collective sale, have sued the buyer for wanting to pull out of the deal.

should be declared null and void.

was a mistake by both parties in the drafting of the condition, but it could be rectified.



TOPICS: EN BLOC SALES SINGAPORE COURTS CIVIL LAWSUITS

The deadline was extended to Dec 1 after Oxley's request

On Sept 17, URA rejected Oxley's proposal.

They say parties would not have concluded the agreement knowing that there was a

The plaintiffs contend that the contract should be amended to state 112 units instead of 120.

Oxley has applied to strike out the lawsuit, arguing that the 40 plaintiffs do not have the legal

All 43 owners need to be on board, contends the buyer, represented by Raiah & Tann's Paul

also argues that the plaintiffs' claim that the number 120 can be rectified to 112, was withou

ording to court papers filed by the plaintiffs, the terms and conditions of the sale were

The plaintiffs contended that at the meeting, the collective sale committee members we ured by the marketing agent for the sale that the condition on planning permission could

Under the agreement, if the buyer fails to receive planning permission, it was entitled to

The buyer also has the right to waive this condition and proceed with the deal, but the owners

The deal was inked on March 27 and the buyer paid a first deposit of \$4.75 million, or 5 per

business days after receipt of written notice that the order for sale for the property had been

On Oct 26, Oxley's lawyers wrote to the committee's lawyers, saving it was entitled to rescind

and cancel the agreement on the basis that the condition has not been met. It demanded the

More legal correspondence followed, with the committee rejecting the purported rescission

Oxley rejected the demand and maintained that the contract had been validly rescinded and

The plaintiffs allege that Oxley's failure to pay the further deposit by Dec 1 was a breach of

The committee also demanded payment of the further deposit by the deadline.

cancelled. It repeated its demand for the first deposit to be refunded.

ntract and thus, they were entitled to forfeit the first deposit.

Under the contract, the buyer was to pay a further deposit of \$4.75 million within seve

which could not be met based on existing laws, regulations and guidelines

sed during a seven-hour meeting in March last year.

standing to sue

be met.

obtained.

rescind and cancel the contrac

do not have a corresponding right

cent of purchase price.

return of the first deposit.

集体出售破局公寓住户索赔 发展商申请撤销诉讼遭驳回

9500万元的集体出售交易破局后,安柏斯公寓的五名 成交易的先决条件之一,是新发 书中质疑: "作为一个有经验的 屋主今年1月代表其中40个单位,入禀高庭起诉发展商 Oxley Jasper索偿,包括没收一笔475万元订金。发展 商事后申请撤销诉讼,但被高庭驳回。这是本地少数因 集体出售不成,而把发展商告上庭的案件。

高庭驳回

魏瑜嶙 报道

发展商开价9500万元买下求 售的安柏斯公寓,计划把43个单 位的项目重建成120个单位,却 Holdings)的独资子公司。这是本 因改建方案不获当局批准而要取 地少数因集体出售不成,而把发 消交易。公寓住户为此起诉发展 展商告上庭的案件。 商,指对方刻意把不可能达成的 条件列入合约中,让它可选择单 方面废除买卖交易

按照市区重建局2012年设下 市场求售。隔年3月, Oxley Jasper 的标准,这块地皮最多只能建112 通过私下协议出价9500万元买下 个住宅单位。

随着交易破局, 安柏斯公寓 议。 (Ampas Apartments)的五名屋主 今年1月代表其中40个单位、人 禀高庭起诉发展商Oxley Jasper索 5% 偿,包括没收一笔475万元订金。

每个单位平均面积为约65平方公 若重建方案无法在期限内得 到市建局批准,获颁初步策划准 目顶限。 证 买方有权废除和取消合约 不过合约中也列明,发展商有权 发展商事后申请撤销诉讼,但被 搁置任何先决条件。 诉方形容,这等于是给了发

Oxley Jasper是上市房地 展商可任意终止交易的"空头支 产发展公司豪利控股(Oxlev 票' 去年10月26日,发展商通知 公寓集体出售委员会(简称委员 会)说重建计划遭当局拒绝,因

位于马里十他惹兰安拔十 此要终止交易、取回订金。委员 (Jalan Ampas),属于永久地契 会反对并要买方照原先安排支付 额外5%订金否则就算违约,有权 的安柏斯公寓于2017年12月推出 没收已收取的订金。 公寓,双方同月27日签订买卖协 (Covenant Chambers LLC) 代表

的诉方认为,买卖协议中的"先 发展商之后分两次共支付 决条件"有误,只要修改这项条 了475万元订金,相等于售价的 件就能继续交易。失误是由其中 一方或双方造成的。 根据起诉状,协议中列明完

起诉人之一的杨树振在宣誓

展项目必须可建至少120个单位。 房地产发展商,辩方怎么可能不 知道当局设下方程式,须用此计 算重新发展时可建的住宅单位数

个单位"项目

由李一阳和赖威良律师 立场那么做。

他认为,如果辩方不是因为 失误, 而是刻意加入"120个单 位"的条件,那唯一合理的解读 就是有意误导委员会以取得不公 平优势。委员会后来发现,发展 商曾在去年7月发传单给附近公寓 的居民, 推销它即将兴建的"112

Oxlev Jasper董事刘世进在通 过立杰律师事务所提呈撤销诉讼 的宣誓书中说, 安柏斯公寓有43 个单位,若要展开诉讼必须全部 屋主都参与,单是40个屋主没有

诉辩双方最迟下周一 就撤销裁决提出上诉 他也指, 诉方要求修改合 日做出裁决。

约,以及辩称发展商不能取消交 易的做法毫无根据。集体出售委 报》,高庭驳回辩方申请,不过 人名译音)



员会当初听取了交易顾问Huttons 下令诉方修改诉状,删除以双方 Asia的意见后,也同意120个单位 出错为索赔依据的部分。辩方律 是可行的。

师后要求来进一步陈词,助理主 高庭助理主簿在内堂审理了 簿4月5日听取双方说辞后维持原 辩方的撤销诉讼申请, 上个月12 判 诉辩双方最迟必须在本月22

李一阳律师告诉《联合早 日就撤销裁决提出上诉。(部分



法律科技加速计划

^{首年资助} 70%

基本系统 3万

中律政部、律师公会、资讯通信媒体发展局和新加坡企 业发展局联合推出"法律科技加速计划",除了基本系 统外,也鼓励业界采用更高科技的解决方案,例如利用 人工智能跟客户交谈、收集资料和预约时间等。

魏瑜嶙 报道 年前的"法律科技开创计划 eynderationsnag 政府两年前给于排贴协助律 (Tech Star for Law 進品是要把 师事务所采纳基本科技、提升日 常工作或程效率。有115家律师「」。通过或用津贴编校它们的负, 规律则已号记。当局两天推出新计 把。莫起变空的很力。新计划则 划、按下来一年将找款268万元。 加速业者运用高科技系统的时 代。

信媒体发展局和新加坡企业发展 局联合推出"法律科技加速计

务所接受政府资助接纳科技后

高科技系统 10万 $\begin{array}{c} \mathbb{R}^{2} \mathbb{R}$ 律政部、律师公会、资讯通 115律师行用143项科技产品 1151年9月17月143-9及441527 an 政府最先于2017年推出法律 科技开创计划,当时拨出280万 元款项,让想要引进业务管理系 统、法律资料搜寻工具等基本辅 助系统的事务所申请律贴。 划"(Tech-celerate for Law)。 元款項, 计想要引进金芳賀康香 有意杂稿基本的高料社表定边的推 统 法律资料搜寻工具等基本組 师事务所,第一年使用指定产 助系统的事务所中消耗地。 品,可获得最多70%资助。总顶 根据律政部审天发出的交 限为13万元。 間, 可加, 用 限为13万元。 律政部兼卫生部高级政务部 有115家本地律师事务所受益,当 中の42 届十中小型事务所。他们

作政時聚止生命的該政务部 1115年78年79年75万交 长唐振辉受访时说,一些律师起 中99%属于中小型事务所 初面对科技时可能会担心和抗拒 共采用了143项科技产品。 改变,但是自2017年一些律师事 新加坡目前有922家律

ASIA BUSINESS 20 April 2019 ASIA BUSINESS CHINA BUSINESS LAW JOURNAL LAW JOURNAL LAW JOURNAL LAW JOURNAL LAW JOURNAL

Espert briefing Practitioners' perspective

Singapore law and the frontiers of technology

f in 🔰 🗞 🗢 🖻 🇾 🔤

As iurisdictions around the world contemplate how to regulate effectively on AI and ICOs,

ology law in Singapore is at the cusp of a new phase with im regulations and ethical governance guidelines relating to financial technology (fintech) and artificial intelligence (AI), respectively. There's also been a flurry of activities on data protection, cybersecurity and Initial Coin Offerings (ICOs) or digital token

Fintech and payment service

A new Payment Services Act (PSA) under the su

of the Monetary Authority of Singapore (MAS) was introduced in the Singapore parliament on 10 November or the Monetary Authonity or Singapore (MAS) was introduced in the Singapore parliament on 19 November 2018, and passed on 14 January 2019. This new law will regulate many fintech businesses, cover both traditional regulate many intech businesses, cover both traditional and digital payment services, and replace the Paymen Systems (Oversight) Act (PS(O)A) and the Money Changing and Remittance Businesses Act (MCRBA).

e new law will take a risk-based approach to regulat e following payment services under a modula ensing regime (as opposed to activity-specific

· Domestic money transfer services (i.e., accepting to execute, or arrange the execution of, certain pay transactions in Singapore);

· Cross-border money transfer services (i.e., inbound or outbound remittance)

esult in the money transfers to merchants regardless whether the payment servi

uance (e-money being ele enominated in, or pegged to, any currency paid in advance for making payment ransactions through a payment account, is accepted by a person other than the e-money issuer, and represents a claim on issuer);

 Digital payment token services (cryptocurrencies or virtual currencies): and Money-changing services.

On digital payment tokens and cryptocurrencies, initial coin offerings, particularly invo security tokens, are regulated by other existing laws.

MAS may also designate and impose conditions on payment systems, which can si impact payments or financial systems in Singapore, if necessary, to ensure efficiency or petitiveness of the payment system, or if generally in the public's interest.

ders may be: (1) standard p (a) provide a control provide many use (v) animative particular structures (ref) (v) (min) preprints institutions (MPR); or (s) money-changers (that can only provide money-changing services). Each activity is subject to approval by MAS, but not licensed individually. SPIs are regulated more lightly than MPIs to encoursing innovation. The difference between SPIs and MPIs is whether they deal in transactions over a threshold volume and/or have daily e-money float the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is a difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is an one of the difference between SPIs and MPIs is above a threshold amoun

Certain activities are excluded from the PSA: (1) limited purpose e-money, including public authority pre-paid cards and e-money issued for payment of goods or services provided by the e-money issuer; (2) limited purpose digital payment token or virtual currency, including in vame virtual assets and non-monetary customer lovalty or reward points; and (3) certai nt services that are expressly defined in the first schedule of the PSA. Notably, an nity will be presumed to carry on a business of providing a payment : payment service is only incidental to the entity's primary business.

compliance. ICOs or digital token sales

Depending on a business' dealing with tokens, it may trigger various regulatory issue including the requirement to register a prospectus for the offer of securities, the requirement for a capital market services and/or financial advisers licence, the requirement to be approved recognized as approved exchange or recognized market operator. ML/TF requirement apply across the board to various activities whether involving security tokens or o

In January 2019, MAS warned an ICO issuer not to proceed with its token offering as i In January 2019, MAS warned an ICO issuer not to proceed with its token offering as it deemed that the tokens were security tokens that had not fully complied with the regulatory requirements under the SFA. In particular, the issuer attempted to rely on an exemption in the SFA allowing the offer of securities to accredited investors without registering a prospectus. This is subject to various conditions, including a restriction on advertising the offer. The issuer's legal advisers put out a public Linkedin post, which called attention to the offer. This illustrates the need for token issuers to take a serious view towards regulatory compliance and MAC from sense his required with the near while location his of the other of the series of MAC. compliance, and MAS' firm approach in regulating this space while keeping it open to innovation and development.

The Singapore International Commercial Court also recently heard the first trial on a lega The Singapore International Commercial Court also recently heard the first trial on a legal dispute around Bitcoin. In the case, Bic2 is using exchange operator Quoine over a unilateral reversal of several trades on its platform due to alleged technical glitches. It is envisaged that as more token issues and eachange operators are registered in or operating from Singapore. the Singapore courts will likely see more legal disputes involving digital tokens and cryptocurrencies. It will be interesting to see how the courts grapple with the technical evidence, typical contractual clauses in ICO issuances or cryptocurrency exchange platforms, and novel application of legal doctrines.

Personal data protection and cybersecurity

A flurry of regulatory and enforcement activities has also been taking place in Singapor regarding personal data protection and cybersecurity. The Cybersecurity Act (CSA) came into force on 31 August 2018 and a Cyber Security Agency has been set up. The CSA regulate public and private owners of critical information infrastructure (CII) and cybersecurity iders. The Computer Misuse Act. the CSA and the Personal Data Protection Act (PDPA together form a legal framework for general data, technology and cyber risk mana

nber 2018, the Personal Data Protection Com public consultation for Managing Unsolicited Messages and the Provision of Guid

COVENANT NEWS | JUNE 2019

· Merchant acquisition services (i.e., accepting and processing payment transactions that

ssion of the money)

NEWS CLIPS



通讯及新闻部长易华仁指出,律师事务所人员将有机会 也能受惠,包括能更快解决纠纷 业务管理、搜寻法律信息,以及 参加企业转型工作坊,互相分享运用新科技的体验等。

叶伟强 报道

些原本很耗时的工作像是

一律政部兼卫生部 高级政务部长唐振辉

审讯前披露文件、检讨文

省下时间和费用。

信约律师事务所(Cov

Chambers LLC) 2017年申请了法 聿科技开创计划津贴,之后引进

业务管理、法律信息搜寻和网络 营销三套系统。

件,若能以更快的速度和更 高的效率完成,就能为客户

认证计划下受认可、积极采用新 计划,而要加速科技的运用,其 步伐、法律科技加速计划由律政 校对法律文件等。他也对法律? 和出力,如此不可能的一种。 和我的律师事务所,可成为公会中一环是促进这些律师之间的交 部、律师公会、赞讯通信提林安 点俱乐部表示欢迎,因为"我们 法律智点俱乐部的会员,促进按 流。 法律智点俱乐部的会员,促进彼 流。

布律师公会推出法律智点俱乐 根据去年的一项调查、超过 总额顶限为13万元。 Law)副董事陈长运律师明说: 部(SmartLaw Cuild)。他致辞 八成的本地律师事务所认同科技 本报也访问两家开业不到五 "数码化势在必行,并非选择, 时说,法律智点俱乐部让志同道 能帮助他们提高服务水平,也对 年,但都因积极运用科技,获法律 所以我们积极去用新科技。早-的体验等。

有的律师事务所人员, 利息会、整个行业的未来发展至关重要、 加企业转型工作坊和分享会等活 但真正已采用新科技的只有约

等。"其实影响的层面更广,因为 网络营销三套系统。"我们201 法律服务会影响各行各业,是整 年开业,一切从零开始,起步时 个经济体制里关键的环节。

善用科技,也因为刚起步,政府 非選 报道
 抑事务所是中小型事务所。他们
 《联合早报》本月初报道, 这一笔级协会和或先优大的带
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点开始用就有更多时间去磨合 信约律师事务所(Covenant 确保系统是适用也实用的。新利

The PSA and consequential regulations are intended to address the following key risks: (i) money laundering and terrorism financing (ML/TF); (2) user protection, such as operator insolvency; (i) interoperability of payment systems, including mandating a fair access regime, common platform, and common standards; and (a) technology risks, such as user authentication, data protection, cyber security prevention and detection. Ongoing compliance regularements will apply. Minimum capital requirements will also apply to payment

E-money issuance service providers are prohibited from lending customers money, or usin t-money issuance service providers are prohibited from lending customers money, or usi any customer money, or any interest earned on any customer money, to finance wholly, or any material extent, any activity of any business carried on by the licensee. Licensees are al prohibited from offering cash withdrawals in Singapore dollars from payment accoun storing e-money that are held by Singapore residents. This is to distinguish payment servi providers from banks. oney to finance wholly or to

Major payment institutions must safeguard customer monies from insolvency through: (1) an undertaking by any bank in Singapore or prescribed financial institution to be fully liable to the customer for such moneys; (2) a guarantee by any bank in Singapore or prescribe financial institution: (3) a deposit in a trust account in such manner as may be prescribed by MAS; or (4) safeguarding in such other manner as may be prescribed by MAS.

Personal payment accounts will be subject to a stock cap of S\$5,000 (US\$3,690), which is th Personal payment accounts will be subject to a stock cap of \$55,000 (U\$55,660), which is the maximum amount of funds that can be held in the account at any time, and an annual flow cap of \$53,000, which is the maximum cumulative amount of yearly outflows from the account other than to the user's designated bank accounts. This is intended to limit customers' potential loss from e-money accounts, keep e-money safeguarding measures simple and low-cost, and reduce the risk of significant outflows from bank deposits to non-bank e-money accounts, which can undermine the stability of banks.

MAS will provide transitional arrangements of between six and 12 months to facilitate a smooth transition into the new regulatory framework, allowing sufficient lead time for

Singapore has been a hot market for ICOs, or digital token sales. On 20 November 2018, MAS singpone has been a hot market for ICOs, or digital token sales. On so November 2018, MAS issued a revised version of the Guide to Digital Token Offerings. Broadly, tokens may be utility tokens, security tokens, asset-backed tokens, reward tokens or payment tokens. If security or asset-backed tokens are involved, various regulations may come into play, including the Securities and Futures Act (FAR), and the Financial Advisers Act. The other types of tokens may be regulated under the PSA.

Support Innovation in the Digital Economy. The PDPC proposed an enhanced practica Support innovation in the Digital Economy. The PDPC proposed an enhanced practica guidance (EPG) framework under the PDPA. It will provide guidance con complex or nove compliance queries with regulatory certainty (determinations) under the framework for queries relating to proposed business activities that contain sufficiently detailed plans allowing organizations to embands on new and Innovative data services with the necessar assurance of PDPA compliance. Such clarifications may be sought by legal advisers acting for the provide the services of the provide services with the necessary and the provide services of the provide services with the necessary assurance of PDPA compliance. Such clarifications may be sought by legal advisers acting for the provide services of the provide services of the provide services with the necessary and the provide services of the provide services of the provide services with the necessary and the provide services of the provide services with the necessary assurance of PDPA compliance. Such clarifications may be sought by legal advisers acting for the provide services of the provide services of the provide services with the necessary and the provide services of the provide services of the provide services with the provide servi

vever, clarifications sought must not be effectively requests for legal advice, whic organizations should look to lawyers for. EPG determinations would be generally effective to 'e-stop' a finding of regulatory breach, subject to exceptions. This framework would rage businesses to adopt novel technology services involving personal data with sufficient clarity on their legal position.

he PDPC has also been kept busy enforcing and adjudicating Singapore's largest ybersecurity breach in recent times. After a committee of inquiry convened by the Ministee or Communications and Information published its report, the PDPC issued its enforcement ecision holding Singapore Health Services Pite Ltd (SingHealth) and Integrated Health formation Systems Pite Ltd (HiS) liable to fines of \$\$\$250,000, and \$\$750,000, respectively DPC found by the definition and strangements and \$\$750,000, respectively DPC found by the definition and the demonstrangements and \$\$750,000, respectively DPC found by the definition and the demonstrangement and \$\$750,000, respectively DPC found by the definition and the demonstrangement and \$\$750,000, respectively DPC found by the definition and the demonstrangement and \$\$750,000, respectively DPC found by the definition and the demonstrangement PDPC found that IHiS had failed to take adequate security measures to protect personal data in its possession as a data processor. SingHealth also failed as a data controller to handle the cybersecurity incidents appropriately, and was overly dependent on IHiS. About 1.5 million patients' personal data were compromised from May 2015 to July 2018 from this episode. This ase is an important lesson for all organizations and service providers on the necessar practical measures required to comply with cybersecurity and data protection obligations

As a member of the Singapore Academy of Law Sub-Committee on Robotics and Artificial Intelligence, the PDPC's proposed model AI Governance Framework issued in January 2019 is -Commework issued in January 2 ing move for the inter

The framework sets out certain guidelines on issues for consideration and measures to be implemented by AI stakeholders. It focuses on internal governance, decision-making models, operations management, and customer relationship management. The two key principles in the Framework are: (1) that decision-making using AI should be explainable, transparent and fair; and (2) AI solutions should be human-centr

While the framework is only a proposed set of guidelines, it is likely that any future uite une manievork is only a proposed set of guidennes, it is intery total any uputations and legal liability adjulcitations would take reference from the framework erefore advisable for organizations developing or implementing AI systems to se sider the framework. The framework is open for public feedback until 30 June 2019.

d JJ Wong is a director, advocate and solicitor at Covenant Cha

Need Some Insights!

With a team of experienced lawyers, we're ready to answer the range of queries you might have when it comes to the latest legal development, case matters. industry/vertical related news.

Check out some of the topics we can comment on here:



TODAY

Coming onstream: Laws banning sale of set-top boxes



SINGAPORE — Importers and sellers of set-top boxes that enable streaming of pirate shows will run afoul of laws that the Ministry of Law plans to table this

s may not be able to head to places such as Sim Lim Square in futur for their pick of such devices, which cost about S899 and above, as reported by TODAY

In a report released on Thursday (Jan 17), the Ministry of Law (MinLaw) and the Intellectu in a report revease on i mursary control, the similarly of the unitary number of the introduced to "impose civil and property Office of Singapore (Ipos) said that new laws will be introduced to "impose civil and criminal liability on people who willilly make, import for sale, commercially distribute or sell" products that enable access to audio-visual content from unauthorised sources.

The new laws will also target those who sell software that allows access to pirated content o who provide "add-on" services such as instructions on how to access the content, the agencies stated in the Singapore Copyright Review Report.

Our policy position is not to allow commercial gains derived from enabling access to content from unauthorised sources," they said.

The announcement comes after a three-year review of the Copyright Act and amendments will be tabled in Parliament sometime this year.

The legality of these set-top boxes has been a contentious issue because there are no laws governing the sale of these devices that stream copyrighted content through applications. In December 2017, the Coalition Against Piracy — whose members include major entertainment companies — said that the devices facilitate "rampant" piracy in Singapore.

And in an unprecedented case in January last year, a group of rights owners — including two teloss Singled and StarHub, as well as entertainment giant Fox and the organising body of the English Premut League (EPL) — sought a private prosecution against two companies and their directors for selling legitimate set-top baxes which give users unbridled access to copyrighted programmes.

Documents reveal children were filmed in toilet multiple times by NUS voyeur



SINGAPORE: A National University of Singapore (NUS) undergraduate who took videos of children in a toilet on multiple occasions was given a 24-month oracio or functor in a conce on mappie occasions was given as a monitor conditional warming in lieu of prosecution by the police, according to a document detailing offences heard by the school's disciplinary board between 2015 and 2018 and their outcomes.

The documents - which were obtained from the university's student portal and uploaded over the previous weekend by a group of NUS students on Facebook -reveal that the NUS' Board of Discipline heard at least 26 cases of sexual misconduct during the three academic years.

Several of the cases involved students taking photos and videos of male and female students in the shower and upskirt videos. In other incidents, offenders touched the thighs or buttocks of female students.

The document, however, also revealed that children were among the victims of the sexual voyeurs in NUS. It did not state where these offences took place.

▶ READ: NUS students call for school to be held accountable for sexual misconduct on campus

ined in the document, an undergraduate had "entered a children's toilet and filmed children in the adjacent cubicle on multiple occasions" between 2015 and 2016, according to the document.

The perpetrator was given a 24-month conditional warning by the police. He was also temporarily suspended for two semesters, ordered to undergo mandatory counselling and psychological assessment, fined S\$1,000 and issued an official reprimand

CNA has sought further information from NUS on the case.

► READ: 'We fell short': NUS president apologises to alumni over andling of sexual misconduct case

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NEVER-ENDING TECH RACE? Intellectual property lawyers had mixed reactions to Thursday's announcement. Mr Mark Teng, who chairs the intellectual property enforcement sub-committee of the Law Society of Singapore, said that the proposed amendments would give "enhanced protection" for copyright owners.

A key difference, he noted, is that the proposed changes would empower the police to launch an investigation and enforce the laws in Singapore. Under current legislation, copyright owners have to make an application themselves

Mr Samuel Yuen of Yuen Law said that the proposed changes could drive the market for audio-visual content "underground" or result in new ways to circumvent the law.

"When will the technology race ever end? I don't think it will," he said.

Mr Bryan Tan from law firm Pinsent Masons wondered if proposed laws would be effective, given that previous "drastic" changes "did not work".

The Copyright Act was amended in 2014 to allow copyright owners to get Internet service providers to block piracy websites through a court order, he noted.

The popularity of set-top boxes shows that there is demand for media content, which copyright owners could make more readily available and affordable, lawyers said. We do pay a very high price for the content. It doesn't help the piracy situation," Mr Tan

Rights owners could consider imposing a usage fee for the viewing of their content, perhaps by working out a deal with the manufacturers of such set-top boxes, Mr Yuen suggested.

Mr Ronald Wong from law firm Covenant Chambers said that the law can keep pace with technological developments by being broad enough "to catch hardware and software that is designed or made primarily for giving access to pirated content".

He noted that as the proposed law criminalises only people who manufacture, import, distribute or sell such products, consumers may not be caught under this law. "It depends on how the new law will be worded," he said.

In their report, MinLaw and Ipos said they are mindful that new laws should not be overly broad, such that they indivertently eatch retailers of any device that allows users to access online content from unauthorised sources. Retailers of "general" multi-purpose devices such as computers and mobile phones should not be made responsible for how buyers set up and use such devices, they said.

Besides retailers, legal action should also be possible against those higher up in the supply chain, such as manufacturers, they said.

Industry players welcomed the announcer Mr Neil Gane, general manager of advocacy group Coalition Against Piracy said the proposed legislation is a "positive development".

Among the members of the anti-piracy unit of the Asia Video Industry Association are media conglomerates such as The Walt Disney Company, HBO and Fox Networks.

Mr Gane said Sim Lim Square is one of the "most egregious" malls in Southeast Asia for the overt selling of set-top boxes. He hopes that these retailers will also no longer be represented at IT fairs in Singapore once the laws come into effect.

The proposal will also mean that retailers will no longer be able to mislead cons-thinking that the content they are watching through the set-top boxes are access and that the subscription fees they are paying go to the rights holders, he said. Mr Gane is also the complainant acting on behalf of the group of rights owners charging the two sellers of Android TV set-top boxes.

NUS' handling of sexual misconduct cases has been under the spotlight, after dergraduate Monica Baey took to Instagram to call for tougher action against a student who had filmed her taking a shower.

Education Minister Ong Ye Kung said on Monday the penalties meted out to Ms Baey's perpetrator - which included a one-semester suspension and ban from on-campus housing premises - were "manifestly inadequate".

Responding on the case involving children, lawyers CNA spoke to said that while niversities have the right to decide how they wish to review incidents that happen a their premises, offences involving minors or children are generally viewed as nore serious

▶ READ: 'Extremely disappointed' with town hall on sexual misconduct: NUS Students' Union

"The Attorney-General's Chambers (AGC) usually takes a very firm stance when children are victims in such situations. It is also more aggravated that children were the prime target. However, one factor that we know the AGC considers in whether to prosecute or not is the strength of the evidence," Ms Ng said.

"If there is no evidence, then it can be difficult to successfully prosecute the alleged accused. As such, the AGC or police will choose to issue a warning instead," Ms Ng added.

Lawyer Gloria-James Civetta from Gloria James-Civetta & Co said the fact that the offence took place within school premises gives the university "the right to discipline or refer the case to the police".

Taking into account that the offender is a student and the video was apparently not circulated, the decision made by the Board of Discipline "fits the crime", said Ms James-Civetta.

She added that the student could face charges under the Films Act or the Children and Young Persons Act.

▶ READ: 19-year-old man investigated for peeping Tom incident in male toilet at NTU residential hall

ome factors that AGC are likely to consider when deciding on issuing charge(s) are: The degree of culpability, the harm caused to the children (and) whether there are public policy considerations." Mr Che said

Still, he added, it is within AGC's rights to ask the police to issue a condition

However, if the person filmed children several times over different time periods,

Some other proposed amendments to the Copyright Act: · Giving creators the right to be attributed for their work, even if they have sold the copyrigh Creators of works such as photographs and sound recordings will own the copyright in all works they are commissioned to create by default, unless they agree otherwise in writing · Allowing the copying of copyrighted materials for data analysis

JONATHAN CHO Associate Director, Covenant Chambers

February 2019: GoJek Incident Raises Implications on Privacy Laws



"In such instances, a conditional warning could be unjustifiably lenient," Mr Che

Lawyer Ashwin Ganapathy from IRB Law added that while a co does not amount to a legally binding pronouncement of guilt, it may nevertheless have a deterrent effect on the student.

that he is forced to stay on the right path of law for the next 24 months," said Mr

the chance afforded to him and reoffends, he is likely to be charged for the latest offences and the offences for which he received the conditional warning," Mr Ganapathy added.

violence, is not abuse or is a lesser form of abuse. However, without even going into what the perpetrator planned to do with the footage, filming somebody without their knowledge or permission is a clear violation of privacy and respect, Ms Joseph said.

sment on their spaces, via strong policies, procedures and training."

She added: "We expect institutions to keep their communities safe, more than we

Editor's note: This article has been amended for clarity. It is as yet unclear where the

Additional reporting by Jalelah Abu Baker.

Source: CNA/fs(aj/rw)

Mr Che Wei Chin from Covenant Chambers said that in cases of vulnerable victims like children, it is more likely that AGC will issue charges instead of merely a conditional warning.

warning if they assess that the person's actions are an isolated incident and his chances of reoffending are not high.

each occasion of filming could constitute one charge and the person could technically face multiple charges.

In this case, the reginient received a 27 month conditi

Ganapathy. "Twenty-four months is by no means a short period of time. If he does not cherish

 Ms Cheryl Ng from Intelleigen Legal said that in the case of the student who filmed
 Ms Anisha Joseph, head of AWARE's Sexual Assault Care Centre, said that because

 children in the toilet, while a conditional warning "does seem somewhat
 children cannot legally give consent to a range of actions, the need to protect

 surprising", there could be facts that are unknown.
 children is privacy is even stronger than that of adults.

"There may be a belief that filming a child in a bathroom, because it's not physical

"It is the responsibility of institutions to take a zero-tolerance approach to sexual

expect individuals to be able to protect themselves or their children from harm.





Wills Platform vs Lawyers' Drafted Wills



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Question: What/who inspired you to embark on a teaching career?

Wilbur: One big part of it is definitely about giving back. I have benefitted immensely from the dedication and efforts of many good teachers and mentors throughout my life, and without them, I wouldn't be where I am today.

But another part is that I really enjoy the process of helping my students reach their full potential and discover what they are actually capable of. As part of the LARC curriculum, all students will have to participate in a moot at the end of their first year where they will have to present their arguments before a mock court. It is extremely heartening especially to see the quiet and timid students slowly discovering their confidence through the semester, to eventually being able to hold their own and confidently make arguments even in the face of tough questions and constant interrogation by their instructors!

Question: What about educating our next generation of lawyers do you find fulfilling?

Wilbur: Lawyers play a huge role in the upholding of justice in society. A good lawyer must therefore not only be competent and skilful at presenting his client's case but must have a strong character as well. I find it especially meaningful to have a role in shaping the people who will eventually become future pillars of justice in our nation.

Question: What is so unique about legal education as compared to other fields?

Wilbur: Many people have the perception that studying the law is about acquiring knowledge of the law. While that is true, that to me is not the most significant thing to take away from a legal education.

The study of law shapes, even changes, the way that you think. You learn to analyse issues in a more methodical fashion; discover your own biases and presumptions. To be fair, there are other disciplines (such as philosophy) that also train you to have a very rigorous thinking process. But I suppose the main difference is that in law, you are also required to express yourself in a clear (and convincing) fashion because your job, at the end of the day, is to persuade.

Question: What are some of the biggest challenges you'd to face juggling the demands of being a full-time lawyer and an educator?

Wilbur: I actually think the two roles are quite synergistic! I find it very helpful that I am able to review my performance in court using the principles that I teach my students, and flesh out the principles in class by relating to my experiences in court.

Question: What are your thoughts/opinions regarding the extension of the "Practice Training" from 6 months to I year?

Wilbur: I think the extension will really force law graduates to think about whether they really want to pursue a career in the practice of law, given that the opportunity cost of training to be a lawyer has now increased. In light of the traditionally high levels of attrition within the legal industry, it may not actually be a bad thing to encourage

our young graduates to have a hard think about whether they truly desire to practice or are simply following the crowd.

Question: Do you believe in molding your students (Shaping) or growing your students (Nurturing)?

Wilbur: I would say grow - I believe that every student has his/her unique strengths, and so I won't try too hard to mould my students in a certain way.

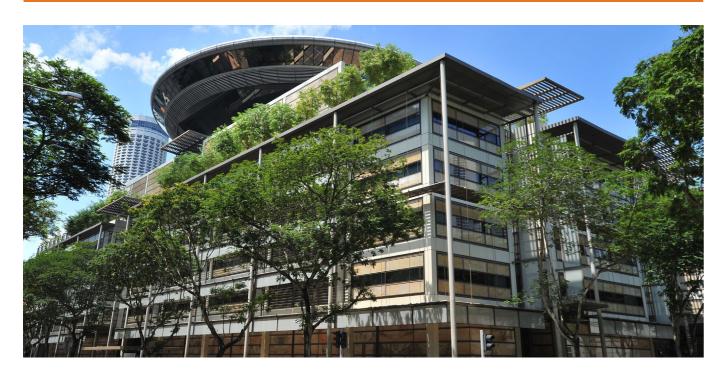
Question: What are some of your inner thoughts that your students had never known but would be surprised to find out about?

Wilbur: I sometimes imagine what it would be like if I suddenly became very fierce with them... (I'd never raise my voice in class)

Question: What was that one hurdle you had to cross as a lawyer and how has that made you stronger as a person?

Wilbur: Working through the night on submissions. But I'm not sure if that makes me stronger or more sleep deprived.

CASE **SUMMARY**



Case update: UMU v UMT [2018] SGHCF 16

This case centred on a dispute over the division of matrimonial assets in a marriage that lasted 22 years. In this case, the High Court considered the novel question of whether compensation monies received by a spouse as a result of a tortious wrong done to him was liable for division during matrimonial proceedings.

Facts

3 years before divorce proceedings were commenced, the Husband was involved in a road traffic accident. He suffered serious personal injuries as a result, and filed a personal injury claim in the High Court ("Personal Injury Suit"). Interlocutory judgment was entered in his favour, and parties eventually agreed on the sum of \$520,000 to be paid to the Husband. The Final Judgment was entered by consent. After payment of taxed costs to the Husband's solicitors and costs for the divorce proceedings, the Husband received a total payment of \$433,828.94 ("Compensation Sum").

The Husband contended that the Compensation Sum was not a matrimonial asset and thus not liable for division. The Wife disagreed. Parties also disagreed on what would be a just and equitable division of the matrimonial assets.

Lower Court's Decision

The District Judge found that the Compensation Sum fell within the definition of a matrimonial asset under section 112(10) of the Women's Charter, but that the Charter nevertheless gave the Court the discretion to divide only part of the asset if it would be just and equitable to do so. The District Judge then broke down the Compensation Sum into its various heads of damages and added only the sums awarded for pain and suffering and special damages to the pool of matrimonial assets. The award for future loss of earnings/loss of earning capacity and future medical expenses were excluded from division.

The District Judge then determined that it would be just and equitable to award 40% of the total pool of matrimonial assets to the Wife, after taking into account parties' relative contributions to the pool, and drawing an adverse inference against the Husband for failing to make full and frank disclosure of his assets.

Both parties appealed against the District Judge's decision.

High Court's decision

There were two main issues on appeal.

Issue I: Whether any part the Compensation Sum should have been divided

The High Court Judge upheld the District Judge's decision to include special damages from the Compensation Sum in the pool of matrimonial assets, but held that general damages awarded for pain and suffering should have been excluded. The Court reasoned that the definition of a matrimonial asset in the Charter focuses on two key features: first, it is an asset acquired by effort and not by gift or inheritance, and second, it is an asset acquired during marriage or has a connection to the efforts of the spouses during marriage. The compensation received the Husband for pain and suffering were not assets acquired by the efforts of a spouse during marriage because the Husband's entitlement to the compensation arose from him being the victim of a tort. Therefore, the award for pain and suffering should not have been included in the pool of matrimonial assets.

However, some components of the Compensation Sum, such as the Husband's lost earnings due to the accident, could still be considered matrimonial assets, as they were intended as compensation for the income he would have expended effort to acquire had he not been injured. Special damages such as hospital and transport expenses could also be added to the pool of matrimonial assets as they were made to reimburse the Husband for expenses actually incurred.

Issue 2: Did the District Judge apply the correct division ratio?

The High Court Judge found that the District Judge should not have applied the structured approach laid down in ANJ v ANK [2015] 4 SLR 1043 (which was more appropriate for dual-income marriages)

14 SUMMARY

when assessing the division of assets. Even though the wife had worked for a period of time at the start and towards the end of the marriage, the evidence showed that the Husband was primarily the breadwinner while Wife was primarily the homemaker in the marriage and it was therefore more appropriate to treat the marriage as a long single-income marriage. Accordingly, after considering that parties had a long marriage and the Wife had cared for the three children and the Husband (after his road traffic accident), the High Court added another 10% to the proportion awarded to the wife, thereby awarding the Wife 50% of the pool of matrimonial assets.

Significance

The High Court's decision suggest that tortious damages awarded to a spouse would not be considered for division in matrimonial proceedings unless the damages were intended to compensate the spouse for assets that the spouse would have expended effort to acquire, or represent a reimbursement for expenses actually incurred by the spouse as a result of the tort.

The High Court also affirmed its recent decision in UMB v UBN [2017] 4 SLR 921, where it clarified that a single-income marriage also includes a marriage where one party was primarily the breadwinner and the other primarily the homemaker.

MALACCA FIRM TRIP 2019



Our 2019 roadtrip saw us plowing miles along the highway heading up north to the quaint, cultural hotpot of Malacca. Even though there were a couple of us who had been there previously, travelling as a firm opened our eyes and hearts up to the locality and to one another.

Though the coach ride was a relatively long one, we were treated to the view of endless palm tree plantations along the way and a short glimpse into the everyday lives of Malaysians - imagine those "pop-top" bus tours with the comfort of a plush reclining chair and airconditioning.

Our first stop was at Chee Siah Le Kee & Partners (CSILK), a well-respected law practice in the whole of Malacca and greater Malaysia. Established in 1981 with

FIRM TRIP 1

just Datuk Chee Kong Chi and an administrative clerk, the firm has grown from strength to strength, having a team of 15 lawyers and 45 team members (comprising of legal support staff, administrative and operations staff). Starting out as a project conveyancing firm, they had expanded into other verticals including civil litigation, banking and finance, corporate and commercial, servicing a range of astute clients and government agencies.

The moment we'd stepped into CSILK, we were astounded by the modern facade that greeted us. The brick walls and wooden accents provided a warm, welcoming atmosphere for their clients. This is absolutely important for a law practice in not only providing a good first impression, but also a sense of calm and comfort for clients

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going through litigous matters.

We had the honour of having Datuk Chee Kong Chi share with the combined audience comprising of staff members from CCLLC and CSILK on the right ingredients that makes a successful law practice. One of the pertinent points raised was the importance of inculcating an image of honesty and trust (and practising it too); Prioritising and respecting the privacy and confidentiality of legal clients is often of importance to them.

Another key point raised was the idea of effective communications and relationship building internally



amongst staff members, and externally with clients. The legal sector has always been a "people business" where a keen listening ear and emphathy can make a big difference in understanding our client's issues and how we can eventually strategize and tackle the issue as a cohesive unit. The same applies for all staff members within the law practice as well; an open communications model allows for a more productive allocation of capitalization hours for various client matters and more importantly, for their own professional development.

CSILK also provided great hospitality throughout our time there with a great spread prepared for lunch and a tour of their office (we were moved by their connection with their hometowns by naming the meeting rooms them).

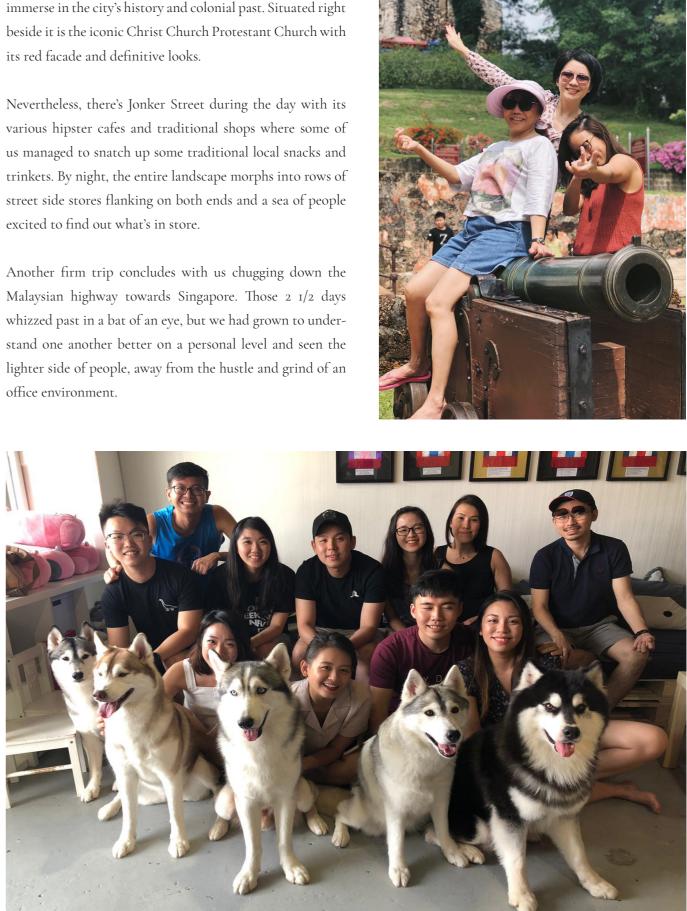
Covenant Chambers LLC spent the night at Holiday Inn Malacca, but of course, almost nobody would head over to Malacca and not explore the streets, people, and culture. A couple of memorable places we had headed down to was the "Huskitory" and the "Akita Cafe Gallery" where you would be greeted by the excitable little "bears" that are more than happy to do a few little tricks for you in exchange for a treat or two. The staff opened up and dropped their usual serious, focused professional self to give a sneak peak to the quirky and fun personalities hiding all these while.

We had another group who headed over to A Famosa and its old fort structure complete with a cannon or two and



immerse in the city's history and colonial past. Situated right

Malaysian highway towards Singapore. Those 2 1/2 days whizzed past in a bat of an eye, but we had grown to understand one another better on a personal level and seen the lighter side of people, away from the hustle and grind of an office environment.



FIRM TRIF

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