



«InstCtct»  
«InstName»  
«InstAddress»  
«InstTownCity»  
«InstCounty»  
«InstPostCode»  
«InstDX»

«CurrFullDate»

Our Ref: «CaseNumber»

Dear «CtctGrtg»,

**Re: «CaseName»**

Thank you for your [letter of ...[insert date]] [phone call on ... [insert date]].

I would be pleased to accept instructions from you on the terms set out in this letter. It is important that you understand my full terms as they will form a contract between us. It is also important that you understand that I cannot do legal aid work unless I have been instructed by a solicitor. If you wish to discuss legal aid further before making a decision about whether to instruct me, please let me know. If you agree with the proposed arrangement, please sign the letter and return it to me to record your agreement.

The basis on which I carry out professional work

1. I am the only person you are instructing and I personally will do all the work needed under this arrangement. I am a sole practitioner although I practise with other barristers from a set of Chambers. A set of Chambers is a practice where a collection of independent self-employed barristers share premises and administrative services.
2. I have carefully considered the instructions and can confirm that I have sufficient experience and competence to undertake the work.
3. If for any reason I cannot carry out all the work you are instructing me to do, or if I want to suggest that another barrister (instead of me, or as well as me) carries out the work for you, my clerk or I may propose this. However, another barrister will not carry out work for you unless and until you have agreed to an arrangement and have instructed the other barrister. If you feel that you would be happier with the services provided by an organisation (rather than an individual), you need to instruct a firm of solicitors.
4. If the instructions include or are likely to include a brief for a specified day, there may be times when my professional commitments clash. If I identify a possible clash of commitments (meaning that I will not be able to work on your case), I will, with the help of my clerks, try my best to do the following.
  - (1) Warn you as soon as possible and ask you how you would prefer to continue. As a result, it would be helpful if you would give me a phone number where I would always be able to contact you.
  - (2) Suggest the name of another barrister within my Chambers (of a suitable level of seniority and expertise), who is willing to accept your case under the same terms as this agreement. You would

Telephone: +44 (0) 845 210 5555 Email: [info@no5.com](mailto:info@no5.com) Website: [No5.com](http://No5.com)

**BIRMINGHAM**

Fountain Court  
Steelhouse Lane  
Birmingham B4 6DR  
DX 16075  
Fountain Court Birmingham  
F: +44 (0)121 606 1501

**LONDON**

Greenwood House  
4-7 Salisbury Court  
London EC4Y 8AA  
DX 449  
London Chancery Lane  
F: +44 (0) 207 900 1582

**BRISTOL**

38 Queen Square  
Bristol  
BS1 4QS  
DX 7838  
Bristol  
F: +44 (0)117 917 8501

**LEICESTER**

Provincial House  
37 New Walk  
Leicester LE1 6TU  
DX 141225  
Leicester 19  
F: +44 (0)116 216 7607



then need to decide whether you want to instruct that barrister.

- (3) Help you find a barrister from other Chambers if there is not a suitable barrister within my Chambers, or if you do not want my Chambers to continue working on your case.
- (4) Discuss with you the costs of using another barrister.

### **The work I will carry out**

5. The work you are instructing me to carry out is
6. If subsequent work is needed on this matter, there will be another letter of agreement between us.
7. Because I carry out all my work personally and cannot predict what other professional responsibilities I may have in the future, I cannot at this stage undertake that I shall be able to accept instructions for all subsequent work that your case may need.

### **The range of work I can carry out**

8. I should explain to you the range of the work that barristers carry out, as well as the type of work they do not. Barristers advise on the law, draft documents for clients to use, and appear on behalf of their client before courts or other organisations. Barristers do not handle client money or undertake the administrative management of a case proceeding through a court.
9. Here are some examples.
  - (1) I can draft letters on your behalf and send them to another person.
  - (2) I can appear on your behalf to argue your case at Court.
  - (3) If a witness statement is needed from you, I can draft it from what you tell me. I may also be able to help finalise a witness statement from another person based on the information that person has provided.
  - (4) I can advise you on the need for expert evidence and on the choice of a suitable expert, however I may not instruct an expert on your behalf. Expert evidence is evidence about a professional, scientific or technical matter provided by an individual with expertise in that area.
  - (5) I can draft formal court documents for you. However, I cannot serve court documents on other parties or file them at court on your behalf. You will need to take responsibility for serving formal court documents on other parties and filing them at court. Serving court documents is the process by which papers relating to a case are put before the court or tribunal and the parties, e.g. individuals or organisations, involved in the case. This usually signals the start of formal proceedings.
  - (6) I cannot go on the court record or provide my address to the court as the 'address for service' of documents (that is, the address which you are required to provide to the court for receipt by you of formal court documents sent by the court or other parties). You will be listed on the court record as a litigant in person. You will need to provide your own address as the 'address for service' of documents sent to you by the court and other parties.
10. As you are instructing me without a solicitor, you must be sure that:
  - (1) you are able to do whatever is necessary for those matters that I cannot deal with; or

- (2) you have made an arrangement with another person of suitable competence and experience to provide these services for you.

### **Circumstances when I may not be able to act for you**

11. In all my professional work I must follow the Bar Code of Conduct. As a result, if I consider that a solicitor needs to be instructed in your own interests or for some other professional reason; I will no longer be able to act for you other than on the instructions of a solicitor. If I foresee that situation arising, I will give you as much notice as possible.

### **Legal Aid**

12. It is possible that you may be eligible for public funding or “legal aid” as it is usually referred to. However, as a barrister I cannot do legal aid work unless I have been instructed by a solicitor. If you want to talk to someone in more detail about getting legal aid, you should contact a solicitor who does legal aid work. They will be able to advise you about legal aid arrangements relating to civil cases e.g. where you are in dispute with another individual or organisation and criminal cases e.g. where a crime may have been committed.
13. You can find out more information on the [www.gov.uk](http://www.gov.uk). Website:  
  
<https://www.gov.uk/community-legal-advice>
14. If you wish to be assessed for legal aid for a civil case you can contact Community Legal Advice. This is a service which provides advice about family, debt, benefits, housing, education or employment problems. You can call them on: 0845 345 4345. You can also use their online legal aid calculator. This is a tool which allows you to check whether you can get legal aid for your case, if it is a civil case. This tool allows you to get online advice and can help you find a legal adviser near you:  
  
<http://legalaidcalculator.justice.gov.uk/calculators/eligCalc?execution=e2s1>
15. If you do not qualify for legal aid, you might like to consider whether you have any insurance policies that might cover your legal fees, or if the fees may be paid by someone else, for example a trade union.
16. I can advise and represent you if:
- you make an informed decision not to seek public funding;
  - you make a public funding application, e.g. you have applied to get legal aid to help fund your case, that is rejected;
  - you do not wish to take up an offer of public funding (perhaps because you consider that the level of contribution you will be required to make is too much).
17. In signing these terms, you confirm that you have been informed that you may be eligible for public funding and where you can find further information. You are choosing to instruct me without the benefit of any public funding that may be available to you.

### **My availability**

18. As I carry out all my professional work personally, there may be times when I am not available to you. For example, if I am in court for a day or for several days in a row, I may be unavailable to other clients during that time.

### **Fees**

19. [Option 1: My fee for the advisory and drafting work described in paragraph ... will be a fixed fee of £... plus VAT. You and I agree that I will not send to you the work you have instructed me to draft until you

have paid the fee.]

[Option 2: My fee for accepting the instruction to appear as an advocate on the occasion described in paragraph ... will be £.... plus VAT. You and I agree that I will not go to the hearing unless you have paid the fee in advance. If for any reason the case takes longer than one day, I will charge an extra fee of £ ... per day plus VAT.

[Option 3: At the moment, I do not know how much work will be involved in your instructions. As a result, I cannot quote you a fixed fee at this stage. So I will charge you on a time basis at £... an hour plus VAT. I will not carry out work that will cost you more than £... plus VAT without your permission. When I have finished the paperwork you have instructed me to draft, my clerk will tell you how much the fee is. You and I agree that I will not send you the work until you have paid the fee.]

20. Under this contract, you are responsible for paying my fees. Please arrange for payment to be made by BACS

A/C Name: No5 Chambers Ltd/Collection  
Bank: RBS  
Branch: Colmore Row Birmingham  
Sort Code: 16-13-18  
A/C Number: **10186558**

21. If you owe me any fees and do not pay them for more than three months after I give you a fee note, interest will be payable at 2% above Barclays Bank base rate from 28 days of the date of the fee note.

#### **Consumer Contract Regulations 2013/Right to cancel**

22. If you are a consumer (which means you are engaging me for the purposes wholly or mainly outside any trade, business, craft or profession that you carry on) then I must give you certain information and you have certain rights, which I want to explain to you. Please note that the following paragraphs (paragraphs 24 to 29) only apply if you are a consumer.
23. Date of the contract. The date on which this contract between us is entered in to is the later of the following dates: (a) the date on which you sign and return to me a copy of the client care letter; or (b) if you are required to pay my fee before I accept your instructions the date on which that payment is made, whichever is the later. If I have agreed with you a date by which I will perform my services this will be set out in the client care letter. Sometimes the date for performance will be obvious; for example if I am instructed to provide attend a hearing or meeting on a particular day that will be the date for performance. In any other case, I will endeavour to perform the services within 28 days of the date of the contract.
24. Right to cancel. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the contract is entered into. To exercise the right to cancel, you must inform me of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail to the contact details provided on my letterhead.). You may use the model cancellation form set out below these terms of business, but it is not obligatory to do so. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
25. Effects of cancellation. If you cancel this contract, I will reimburse to you all payments received from you. I will make the reimbursement without undue delay, and not later than 14 days after the day on which I was informed about your decision to cancel this contract. I will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested me to begin the performance of my services during the cancellation period, you shall pay me an amount which is in proportion to what has been performed until you have communicated to me your cancellation from this contract, in comparison with the full coverage of the contract.
26. Losing your right to cancel. You will cease to have the right to cancel this contract if you request me to begin the performance of my services during the cancellation period, if you acknowledge that you will lose this right once my services under this contract have been fully performed and if I have fully performed those services.

27. Time for performance. Under the Regulations I cannot normally start work on your instructions until 14 days after the date of the contract unless you specifically request me to do so. In many cases where a barrister is instructed it may not be appropriate or in your interests for there to be a delay of 14 days before I start work. You should read the following two options and choose whichever is most appropriate to your case; you must clearly indicate which option you are choosing by deleting the other option.

Either:

Option A. You have not requested me to begin performance in the cancellation period, and therefore I cannot begin work on your instructions until after 14 days have from the date of the contract. If I have agreed with you a time by which I will perform my services this will be set out in the client care letter. Sometimes the date for performance will be obvious; for example if I am instructed to provide attend a hearing or meeting on a particular day that will be the date for performance. In any other case, I will endeavour to perform the services within 28 days of the date on which I can start work on your instructions.

Or:

Option B. By signing and returning a copy of this client care letter you are requesting me to start work on your instructions immediately after the contract has been entered in to and to begin (and possibly complete) performing my services before the cancellation period has expired. In doing so, you acknowledge that you will lose your right to cancel once I have completed that work. If I have agreed with you a date by which I will complete the work this will be set out in the client care letter. Sometimes the date for performance will be obvious; for example if I am instructed to provide attend a hearing or meeting on a particular day that will be the date for performance. In any other case, I will endeavour to perform the services within 28 days of the date of the contract.

Delete either Option A or Option B above, as appropriate.

28. Communications. You agree that I may send you any communications required by these Regulations by letter sent by post, by email or by fax.

## Documents

29. You and I agree that:
- (1) I am entitled to keep scanned copies of any documents you give me for my own professional records; and
  - (2) You will only send me copies of documents and not originals. I will always assume that you are not sending me original documents. It is your responsibility to retain any originals since they may be required by the court or third parties at some future stage.
30. I am entitled to retain copies of documents which I need to see for the purposes of compliance with money laundering legislation.
31. You must ensure that you retain the following for at least seven years after the date of the last item of work done:
- (1) Copies of all instructions (including supplemental instructions).
  - (2) Copies of all advices given and documents drafted or approved.
  - (3) the originals, copies or a list of all documents enclosed with any instructions.
  - (4) notes of all conferences and of all advice given on the telephone.

## General obligations

32. The information which you give me will be received in professional confidence. This means that I must maintain the confidentiality of any information you have shared with me and can only tell others about it if you give your consent for me to do so. The only exception is that statutory and other legal requirements may cause me to disclose (i.e. reveal) your information to governmental or other regulatory authorities, e.g. organisations, whose rules I must meet, without your consent and without telling you that I have made the disclosure. Statutory and legal requirements are rules that an individual must, by law, follow.
33. The contract we are making between us will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts. Jurisdiction means the power and authority of a court or tribunal to determine the outcome of a case and impose sanctions or penalties on those involved.

## Complaints

34. I hope you will be happy with the professional services I provide. . However, if you are not satisfied you should first refer the matter to my Chambers' Practice Director in line with my Chambers' complaints procedure. The full procedure can be found at <https://www.no5.com/legal/complaints-procedure>. If you need any assistance or require clarification of any points within it, please e mail [info@no5.com](mailto:info@no5.com).
35. If you, having had the matter reviewed, are still unsatisfied, and it has not been possible to settle your complaint using our internal complaints process, alternative complaints bodies (such as *Small Claims Mediation*- <http://www.small-claims-mediation.co.uk/consumer-adr-provider/>) exist which are competent to deal with complaints about legal services should both you and the barrister concerned wish to use such a scheme.
36. If you remain dissatisfied following the outcome of our internal complaints procedure, then you may complain to:
- Legal Ombudsman  
1<sup>st</sup> Floor  
Edward House  
Quay Place  
Edward Street  
Birmingham  
B1 2RA
- [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
37. I have Professional Indemnity Insurance with the Bar Mutual Indemnity Fund whose contact details are 90 Fenchurch Street, London, EC3M 4ST, telephone number 020 7621 0405, email [info@barmutual.co.uk](mailto:info@barmutual.co.uk)

Yours «Yours»

«BarName»

«BarVATNo»

***By signing this agreement you agree to instruct counsel under the terms of this agreement***

***Signed by:***

***Print Name***

## Cancellation form

To [barrister's name, geographical address, fax and email]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*],

Order on [\*]

Name of consumer(s),

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate