

«PayName»
«PayAddress»
«PayTownCity»
«PayCounty»
«PayPostCode»

By email «CtcEmail»

Date: «CurrDate»

Dear «CtctName»

RE: My ref «CaseName» «CaseNumber» Letter of Engagement with (Counsel) «BarName»

Thank you for your instructions to me to act for you under the Public Access Rules of the Bar Council of England and Wales.

You will find separately a document which describes the work I am to do for you (the "Work/Fee Schedule") and also Terms of Business.

The contents of the Terms of Business are important and describe the relationship between us. They include matters you must know about which are specified in the Public Access Rules annexed to the Bar's Code of Conduct. You must read the Terms of Business very carefully.

You accept the Terms of Business as the basis on which I am to do the work described in the Work/Fee Schedule by signing and returning to me by email the Work/Fee schedule. No work will be done until I receive a signed version and the payment terms are adhered to.

You have a right to cancel this contract within 14 days without giving any reason, full details of which are supplied in the attached terms of business. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 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. I draw your attention to paragraph 41 of the Terms of Business and the choice you are asked to make there. If you choose Option B, signing and returning a copy of this client care letter you are requesting me to start work on your instructions and to begin 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.

My email address is «BarEmail» . Please take care to copy all e-mails to «clerking team email» as well.

I look forward to working with you,

«BarName»

Telephone: +44 (0) 845 210 5555 Email: info@no5.com Website: No5.com

B I R M I N G H A M

103 Colmore Row
Birmingham
B3 3AG
DX 16075
Birmingham

L O N D O N

Fifth Floor, 7 Savoy Court
London
WC2R 0EX
DX 449
London Chancery Lane

B R I S T O L

30 Queen Square
Bristol
BS1 4ND
DX 7838
Bristol

WORK/FEE SCHEDULE

Please note that the fee must be paid by BACS using the following details*

Account name: No 5 Chambers Ltd/Collection

Bank account no: 10186558

Sort Code 16 13 18

Please add my ref: «BarName»

Please add case ref: «CaseNumber»

The work I am agreeing to do is as follows:

[INSERT WORK TO BE DONE HERE]

The fee to be paid is as follows:

[INSERT FEE HERE]

Please tick the Right to Cancel Option you Choose below as per my covering letter and para 41 of the below terms and conditions:

A ☐ B ☐

*If the work I am undertaking needs to commence within the next 72 hours then you will need to arrange faster payment which can be made via your bank through online and telephone banking, in a branch or using their self-service machines.

This will ensure that I am in clear funds and enable me to undertake the work you are instructing me to do.

If there is no urgency we are happy to receive payment by BACS transfer as per above. You will need to ensure I am in clear funds at least 24 hours prior to me undertaking any work on your case. This includes preparation for hearings and conferences.

For our records, please kindly sign and date as below and return either by post, email or fax.

Date:.....

Client's name (please print):.....

Client's signature:.....

TERMS OF BUSINESS

The basis on which I carry out professional work

- 1 I am a barrister and subject to the Code of Conduct of the Bar of England and Wales.
- 2 This means that 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 (barristers' offices). I am not a member of a firm.
- 3 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.
- 4 Circumstances may arise when I cannot carry out all the work you are instructing me to do, for instance because another professional obligation arises which must take priority as required by the Bar's Code of Conduct.
- 5 You will find that the Public Access arrangements work best and at least expense to you if we work together with you carrying out as much initial preparation as possible. I can assist you by trying to help direct you as to what may be required at any stage.

The work I will carry out

- 6 The work you are instructing me to carry out is set out separately in the Work/Fee Schedule and only that work. However, if in my reasonable opinion the work which needs to be done in the circumstances or in order to achieve your aim is different from what is described in the Schedule, then I may either undertake the work which I think is required if it can reasonably be done for the same fee or I may contact you to agree a variation. After the work has been concluded I may at my own discretion follow up what has been done with a note to state where we are and what may need doing in future.
- 7 The contents of these Terms of Business are to be read together with the Letter of Engagement (my letter to you above) and this Work/Fee Schedule as one agreement. Although it is better if you sign the Work/Fee Schedule, the contract is made on these terms whether or not you sign them. However no contract is made until I have received and accepted a signed copy of the Work/Fee Schedule or have for any reason agreed that a contract can come into existence without a signed copy of the Work/Fee Schedule.
- 8 Unless otherwise agreed (or is obvious from the nature of the services, such as attending a hearing or meeting you in consultation on a specified date), I will endeavour to perform the services within 28 days of the latest of (i) the date on which this contract is made, (ii) if you are required to pay my fee before I accept your instructions, the date on which that payment is made, (iii) if you choose option A under clause 41, within 28 days of the end of the cancellation period.
- 9 If any subsequent work is needed on this matter, there will be another Letter of Engagement between us and another Work/Fee Schedule. A further set of these Terms of Business will not be sent to you (unless they have been revised) but in that case the contents of these Terms will be deemed to form part of our agreement.

Fees

- 10 My fee for the work set out above is specified in the Work/Fee Schedule. This must be received by way of a BACS payment made in accordance with the Work/Fee Schedule (see Schedule for details). Unless I agree otherwise, the work will not be done until (a) you have paid the fee and (b)

I am satisfied that my obligations under relevant money laundering legislation have been observed.

- 11 Administrative work done by me, for instance in sorting out papers you send to me, forms part of my fee, as do standard telephone conversations with you (and so long as the frequency of calls which you make to me is reasonable).
- 12 If you send me any additional papers after I have described what I have agreed to do in the Work/Fee Schedule then I may refuse to do the work until the fixed fee is re-negotiated. In the alternative I may decide to cancel the agreement to do the work and not carry it out at all.
- 13 If for some reason you do owe me any fees and do not pay them for more than one month after I send a fee note to you, interest will be payable at 2% above Barclays Bank base rate from one calendar month from the date of the fee note.
- 14 Everyone to whom the Letter of Engagement is addressed is jointly and severally liable for my fees.

The range of work I can and cannot carry out; the work you may have to do

- 15 I should explain to you in more detail the range of the work that barristers do, as well as the type of work which they do not.
- 16 Barristers advise on the law, draft documents for clients to use, and appear on behalf of their clients before courts or other tribunals or organisations.
- 17 Here are some examples of what I can do:
 - 17.1 I can draft letters on your behalf and send them to another person (so long as this might not put me at risk of becoming a witness).
 - 17.2 I can appear on your behalf to argue your case at a hearing.
 - 17.3 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.
 - 17.4 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.
- 18 Barristers cannot undertake the management, administration or general conduct of a lay client's affairs (unless they become an employee of the client and are properly covered by the employer's insurance arrangements).
- 19 Barristers do not undertake the administrative management of a case proceeding through a court or tribunal. That is to say that they cannot conduct litigation, cannot be expected to perform the functions of a solicitor or other authorised litigator and in particular to fulfil limitation obligations, disclosure obligations and other obligations arising out of or related to the conduct of litigation. You must keep your own separate diary of steps to be taken in any litigation or proceedings and it is your responsibility to ensure that those steps are complied with by the due dates.
- 20 It is not my function to timetable future steps or appointments or to discuss matters or correspondent with lawyers for an opponent or to offer advice outside that which is specified in the Work/Fee Schedule.
- 21 I will not handle client money.
- 22 A barrister cannot act in any court or other proceedings if they might have to become a witness, which is why I will avoid being involved in the collecting or investigation of evidence or in any other

conduct which might put me at risk of being a witness. If a barrister may have to become a witness he may have to withdraw entirely from the client's case.

23 As you are instructing me without a solicitor, you must be sure that:

23.1 you are able to do whatever is necessary for those matters that I cannot deal with;

23.2 you have made an arrangement with another person of suitable competence and experience to provide these services for you if you are not to do them yourselves.

Future circumstances when I may not be able to act for you

24 In all my professional work I must follow the Bar's 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 shall give you as much notice as possible.

25 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.

26 Please note that a barrister may have to withdraw from a case in a range of circumstances provided for by the Bar Council or the common law.

My availability

27 As I carry out all my professional work personally, there may be times or periods 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 throughout that time.

28 If I cannot carry out a commitment then I will warn you as much as possible in advance and I may discuss with you or contact you to let you know how you might make alternative arrangements. However, it can never be a breach of this agreement for me to do more, and in particular it is not a breach of this agreement if I do not secure alternative representation or assistance for you.

Documents

29 You and I agree that I am entitled to keep scanned copies of any documents you give me for my own professional records and that 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 a 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:

31.1 copies of all instructions (including supplemental instructions).

31.2 copies of all advices given and documents drafted or approved.

31.3 the originals, copies or a list of all documents enclosed with any instructions.

31.4 notes of all conferences and of all advice given on the telephone.

General obligations

- 32 You agree that I may send you any communications required by post, email or fax.
- 33 Whenever you e-mail me you must also send that e-mail to «clerking team email». If I ever fail to consider a document or do any work or miss an appointment (including a court or tribunal appointment) when you have not contacted this address at the same time as e-mailing me direct with the document or a requirement that the work be done or the appointment met, then my failure cannot be considered a breach of this agreement, negligent or subject to legal proceedings in any circumstances.
- 34 In addition to my entitlement to keep copy documents I am entitled to retain any of your personal data for a period of seven years after the date of the last item of work done.
- 35 The information which you give me will be received in professional confidence. The only exception is when statutory and other legal requirements cause me to disclose information which I have received from you to governmental or other regulatory authorities and to do so without first obtaining your consent or telling you that I have done so.
- 36 The terms and conditions of this agreement may only be varied if the variation is recorded by us in writing.
- 37 The contract we are making between us will be governed by the law of England and Wales, and any dispute will be subject to the jurisdiction of the English and Welsh courts.

Right to Cancel

- 38 If you are a consumer (which means you are engaging me for 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 39 to 43) only apply if you are a consumer.
- 39 If you are a consumer, 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 made. That is, the day on which I accept a signed copy of the Work/Fee Schedule or agree that a contract can come into existence without a signed copy of the Work/Fee Schedule.
- 40 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 email 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.
- 41 Since cancellation gives you the right to reimbursement of any fees, I cannot start work until the end of the cancellation period unless we make an agreement to that effect. The choice is yours between the two options below.

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 from the date of the contract.

Or:

Option B. You have requested me to start work 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 full reimbursement of the fees after I have started work and your right to cancel once I have completed the work.

42. If you cancel this contract before I have commenced work, I will reimburse all payments received from you. If you requested me to begin the performance of my services before the end of the cancellation period, you shall pay me (or I shall be entitled to retain) a fair proportion of the fee for the work performed before you communicated to me your cancellation. I will make any 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.
43. You will cease to have the right to cancel this contract if you request me to begin performance of my services before the end of the cancellation period once I have fully performed those services.

Complaints

44. I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should first refer the matter either to me or to my Chambers in line with my Chambers' complaints procedure. If you would like a copy of the complaints procedure, please e-mail the address set out on the Letter of Engagement or ask me.
45. Barristers' conduct is regulated by the Bar Standards Board on whose website you will find the Code of Conduct of the Bar of England and Wales (www.barstandardsboard.org.uk).
46. 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.
47. If you are not happy with my reply or my Chambers' reply then you can contact the Legal Ombudsman (as long as you complain to the Legal Ombudsman within 12 months of discovering that there was a problem). The contact details are as follows:

Legal Ombudsman
PO Box 6167
Slough
SL1 0EH

Email: enquiries@legalombudsman.org.uk

Phone: 0300 555 0333

Frequently Asked Questions concerning the new Legal Ombudsman can be found on the Bar Standards Board website:

www.barstandardsboard.org.uk/complaintsofprofessionalmisconduct/howtocomplainaboutabarrister

48. 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

«BarName»

Barrister, No5 Chambers

VAT Number «BarVATNo»

«BarEmail»

+44 (0) 845 210 5555

Cancellation form

To «BarName» No5 Chambers, 103 Colmore Row, Birmingham, B3 3AG, «BarEmail»

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