

CURRENT GUIDANCE

Public Access Model Client Care Letter to the Client in an Intermediary Case

[Insert geographical address, telephone, fax and email details]

Dear xxx

I have been approached by [X] on your behalf and I am writing to tell you the terms on which I would be pleased to accept instructions from [X]. I am also enclosing a copy of my letter to X, in which I explain in more detail the services I am able to offer.

The arrangement

1. My contract under this arrangement will be with X. X is acting as your agent, not as my agent.
2. However, in carrying out the work under these instructions, I owe a professional duty to you. Also, the benefits that this contract gives to you may be enforced by you under the Contracts (Rights of Third Parties) Act 1999.
3. I will be receiving my instructions from and through X, so you should make sure that X is aware of any matters you want to have drawn to my attention.

The work I will carry out

4. The work I am instructed to carry out is set out in my letter to X.
5. If subsequent work is needed on this matter, there will have to be another letter of agreement between X and me.
6. I undertake to perform these services by xxxxxxxxxxxxxxxx.

Fees

7. X will be responsible to me for paying my fees. The enclosed letter gives details of the fees and interest I may charge.

Legal aid

8. It is possible that you may be eligible for public funding or “legal aid” as it is usually

referred to. As a barrister I cannot do legal aid work unless I have been instructed by a solicitor. The enclosed letter to X explains how you can find out more about getting legal aid. If you would like to investigate the possibility of getting legal aid you need to do so before X continues to instruct me.

The basis on which I shall carry out work

9. I will personally do all the work needed under this arrangement. I cannot predict what other professional responsibilities I may have in the future so I cannot at this stage undertake that I shall be able to accept instructions for all subsequent work that your case may need.
10. X will provide administrative services in connection with this case. I will not correspond with any other person, instruct experts or find witnesses for you.
11. If I consider that a solicitor needs to be instructed in your interests or for any other professional reason, I will no longer be able to act for you unless and until a solicitor is instructed.

Compulsory disclosure of information

12. The information which you give me will be received in professional confidence. The only exception is that statutory and other legal requirements may cause me to disclose information which I have received from you or X to governmental or other regulatory authorities and to do so without first obtaining your consent or the consent of X to such disclosure or telling you or X that I have made it.

If you are dissatisfied with the service you receive

13. If, for any reason, you are unhappy with the service you receive my Chambers has a complaints process that you may follow. Further details about what to do if you have a complaint are set out in my terms. I am required to comply with the Code of Conduct in the BSB Handbook – details of where you can access this are set out in my terms.
14. Please read this letter and my full terms carefully. If you are happy for me to take on this work and agree with my terms, please sign the enclosed copy of this letter in the space provided in the attachment and return both the letter and attachment to me. If you do not understand any of my terms, you should ask me to clarify or explain them.

Complaints

15. The enclosed letter to X also gives details of the complaints procedures and the address of the Legal Ombudsman.

Right to cancel

16. You have the right to cancel this contract within 14 days without giving any reason.
17. The cancellation period will expire after 14 days from the day on which the contract is entered into.
18. 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 attached model cancellation form, but it is not obligatory.
19. 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.

Effects of cancellation

20. If you cancel this contract, I will reimburse to you all payments received from you.
21. 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.
22. 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.
23. If you requested me to begin the performance of 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.

Yours sincerely

June 2014

Bar Standards Board