

**CURRENT GUIDANCE**

## Public Access Model Client Care Letter (no intermediary)

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

Dear xxx,

Thank you for your [letter of [insert date] [phone call on [insert date]]. I have enclosed a copy of the Bar Standard Board's (BSB) guidance for lay clients, which explains how the public access scheme works.

I would be pleased to accept instructions from you on the terms set out in this letter and attachment. 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.

I thought it would be helpful to set out the work that I will carry out for you and the fees that I will charge for this work.

### The work I will carry out

The work you are instructing me to carry out is xxxxxxxxxxxxxxxx.

I undertake to perform these services by xxxxxxxxxxxxxxxx.

If subsequent work is needed on this matter, there will be another letter of agreement between us. 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 confirm that I will be able to accept instructions for all subsequent work that may be required by your case.

### My fees for this work

[Option 1: My fee for the advisory and drafting work described above will be a fixed fee of £.... plus VAT. You and I agree that I will not send to you the work until you have paid the fee.]

[Option 2: My fee for accepting the instruction to appear as an advocate on the occasion described above will be £.... plus VAT. You and I agree that I will not attend 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. I will therefore 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.]

### **If you are dissatisfied with the service you receive**

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.

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.

### **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 attached model cancellation form, but it is not obligatory.

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**

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 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

## Attachment

### My terms:

1. I am the only person you are instructing and I will personally do all the work needed under this arrangement. I am a self-employed barrister, 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 and explain why I have made this suggestion. However, another barrister will not carry out work for you unless and until you have agreed to this.
4. **[NB: If the instructions include, or are likely to include, a brief for a specified day add:]** There may be times when my professional commitments clash. If I identify a possible clash of commitments and I am unable to work on your case I will do my best to:
  - (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 telephone number on which I will 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 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 set out in my cover letter.
6. If subsequent work is needed on this matter, and I am available to do the extra work, there will need to be another letter of agreement between us.

### The range of work I can carry out [if not authorised to conduct litigation]

7. 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 organisation or management of a case proceeding through a court.
8. Here are some examples of work I can carry out.
  - (1) I can draft letters on your behalf.
  - (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, eg 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.
9. 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

10. As a barrister, I must follow the Code of Conduct in the BSB Handbook, which is available here:

[https://www.barstandardsboard.org.uk/media/1553795/bsb\\_handbook\\_jan\\_2014.pdf](https://www.barstandardsboard.org.uk/media/1553795/bsb_handbook_jan_2014.pdf)

11. That Code of Conduct requires me to consider whether a solicitor needs to be instructed in your own interests. If there comes a point at which I consider you need a solicitor I will no longer be able to act for you without the involvement 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 eg where you are in dispute with another individual or organisation and criminal cases eg 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, eg 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 totally unavailable to all other clients during that time. If you are not able to contact me directly you can leave a message with my clerk and I will respond as soon as possible.

### **Fees**

19. My fees for this work are set out in my cover letter.
20. Under these terms, you are responsible for paying the fees set out in my cover letter.
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 the Barclays Bank base rate from 28 days of the date of the fee note.

### **Cancellation**

22. Your right to cancel is set out in my cover letter.
23. You will lose the right to cancel this contract if the services have been fully performed at your express request within the cancellation period (in which case I will ask you to confirm that you understand you will lose your right to cancel).

### **Documents**

24. You and I agree that:
- (1) I am entitled to keep copies of any documents you give me for my own professional records; and



- (2) I will return all your original documents to you when I have carried out the work you have instructed me to do.
25. I would prefer that you give me copies of documents rather than originals. However, if this is not possible, I may make a reasonable charge to you for producing photocopies.

### **General obligations**

26. 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 mean that I have to disclose (ie reveal) your information to governmental or other regulatory authorities, eg 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 or regulations that an individual must, by law, follow.
27. This contract 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**

28. 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. A copy of my Chambers' complaints procedure is attached.
29. If you are not happy with my reply or my Chambers' reply then you can contact the Legal Ombudsman. The Legal Ombudsman is a free, impartial and independent service set up by the Government which deals with complaints about the service you have received.
30. You must complain to the Ombudsman within six months of receiving a final response to your complaint from myself or from my Chambers (provided the response specifically notifies you of your right to complain to the Ombudsman and of the six month time limit). A complaint to the Ombudsman must also be made not more than six years after the act or omission complained about or not more than three years from the date when you should reasonably have known that there were grounds for complaint.



31. For further details about how to make a complaint to the Legal Ombudsman, including guidance about the new scheme rules that came into effect on 1 February 2013, please contact the Legal Ombudsman directly at:

Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Phone: 0300 555 0333

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

A guide to the new scheme rules that came into effect on 1 February 2013 can be found on the Legal Ombudsman's website at:

<http://www.legalombudsman.org.uk/downloads/documents/A-guide-to-our-revised-Scheme-Rules.pdf>

Frequently Asked Questions concerning the new Legal Ombudsman can be found on the BSB's website:

<https://www.barstandardsboard.org.uk/complaints-and-professional-conduct/concerns-about-a-barrister/>

**Clients name (please print):**.....

**Client's signature:**.....

**Date:**.....

**June 2014**

**Bar Standards Board**

**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 [\*],

Ordered 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.