

**Pupillage Recruitment and Advertising Engagement Programme – BSB Response Document**

**Introduction**

1. The [engagement programme](https://www.barstandardsboard.org.uk/resources/bsb-seeking-views-on-pupillage-recruitment-and-advertising-timetable.html) opened on 7 May 2019 and closed on 31 July 2019. It comprised two forms of engagement:

* We prepared a detailed paper about our proposals, which we sent to key stakeholders such as the Bar Council, the Inns and Specialist Bar Associations and Authorised Education and Training Organisations (AETOs); and
* We sent a survey, which was a shorter version of the detailed paper, to BPTC providers (for them to also disseminate among their students) and current and recent pupils.

1. We proposed mandating the Pupillage Gateway timetable for all pupillage recruitment and a new requirement to use written agreements for pupillage. We received:

* 39 responses from key stakeholders in response to the engagement programme document;
* 312 responses to the survey on the subject of mandating the Gateway timetable; and
* 252 responses to the survey on written agreements.

1. In responding to us, the Bar Council conducted its own engagement exercise, which comprised:

* 41 responses from AETOs to a survey on mandating the Gateway timetable; and
* Two focus groups, one comprising applicants who have used the Gateway and another comprising AETOs using the Gateway for pupillage recruitment.

1. The purpose of this paper is to report on the responses we received to the engagement programme, and set out the BSB’s final policy positions in relation to the Pupillage Gateway timetable and written agreements for pupillage.

**Pupillage Gateway Timetable**

Support for the proposal to mandate the timetable

1. The majority of respondents, both survey respondents and key stakeholders were in favour of the BSB introducing a mandatory condition of AETO authorisation that all pupillage providers are required to recruit in line with all stages of the Gateway timetable. 58.6% of respondents said yes and 41.4% said no.
2. While the majority of most groups of respondents agreed that the BSB should require all pupillage providers to recruit in line with all stages of the Pupillage Gateway timetable, a majority of current and recent pupils disagreed with the proposal. The table below shows the statistics in relation to both key stakeholder respondents and survey respondents.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Should the BSB make it a mandatory condition that all pupillage providers are required to recruit in line with all stages of the Pupillage Gateway timetable?** | | | | | | | |
|  | | BPTC Provider | BPTC Student | Current or Recent Pupil | Chambers or AETO | Barrister or other |  |
| Yes | Count | 10 | 78 | 39 | 50 | 28 | 205 |
| % | 58.8% | 61.4% | 45.9% | 65.8% | 62.2% | 58.6% |
| No | Count | 7 | 49 | 46 | 26 | 17 | 145 |
| % | 41.2% | 38.6% | 54.1% | 34.2% | 37.8% | 41.4% |
| Total | Count | 17 | 127 | 85 | 76 | 45 | 350 |

1. Those who agreed commonly stated that the proposal would improve the current position by ensuring both consistency in pupillage recruitment and equal opportunities for all applicants, and avoiding the situation where candidates feel pressured to accept an earlier offer before the Gateway application offers are made. This would allow applicants to make informed decisions as all offers would be released at the same time.

*“I strongly support [the] proposal. I think this is a sensible and fair proposal both for AETOs and prospective pupils. The current system encourages chambers to recruit earlier and earlier every year, with the hope of recruiting the best candidates before other chambers have even opened their application process…[which is] inconsistent with the aim of making the process fair” (Barrister)*

*“We consider there to be no real justification in allowing AETOs to depart from the Pupillage Gateway timetable and would welcome a mandatory requirement requiring all AETOs to comply with it. Allowing a divergent approach risks undermining transparency and fairness as well as potentially acting as a barrier to those from disadvantaged socio-economic backgrounds, furthermore it acts as a disincentive to those AETOs who do comply with the Pupillage Gateway timetable” (Chambers’ Pupillage Committee)*

*“We know people who felt compelled to accept (and did accept) an early offer for fear the risk of not receiving a better offer through the Gateway. Some of those people were extremely well qualified and, but for their inability/unwillingness to take that risk, could very well have secured pupillage at the top-tier sets which they most wanted to join. Most people ultimately need the security of a pupillage” (Pupil)*

Concerns raised about mandating the timetable

1. Of those survey respondents who disagreed, the most commonly cited reason (one in five) noted that the requirement may create a lack of flexibility, as we set out in the engagement programme document: “mandating a set timetable may make the recruitment process less flexible which may disadvantage some AETOs. Firstly, an AETO’s own business cycle may differ from the Gateway timetable and secondly, an AETO may have a growth period but then have to wait a year to recruit. If they could have recruited sooner, then potential pupillages may be lost”. The engagement programme document suggested that it would remain open for an AETO to apply for a waiver from the requirement in exceptional circumstances. Nonetheless, those who disagreed with the proposal mainly did so due to their view that a lack of flexibility would negatively affect smaller sets with more limited resources.

*“I object to the requirement that all AETOs should have to adhere to the Pupillage Gateway timetable. My set would be hard pressed to afford…the level of pupillage award offered by our much large competitors. What we can offer is opportunities for pupillages starting at unusual times of year or outside of the main recruitment cycle” (Head of Chambers)*

1. Of those survey respondents who disagreed with the mandatory Gateway timetable, close to a third expressed the view that the current system works well and that we should only continue to require all vacancies to be advertised on the Gateway. One in ten survey respondents stated that they disagreed with the proposal as, in their view, the responsibility to be aware of pupillage vacancies rests with the applicant.
2. We also received four responses (two from barristers’ chambers and two from Specialist Bar Associations) raising concerns in relation to:

* solicitors and others transferring to the Bar i.e. whether AETOs recruiting them would be required to comply with the timetable if they need to complete pupillage, and
* the employed Bar, which often aligns its pupillage recruitment to that of training contracts for solicitors. A Specialist Bar Association stated that:

*“This threatens to reduce flexibility in employed pupillages, which are often linked to business need and therefore risks reducing the number offered by companies if they have to adhere to the timetable. Likewise in the case of law firms, there will be very sophisticated systems in place already as regards the recruitment and training of solicitors…Any new system for the Bar operating on a different timetable therefore risks reducing the number offered by law firms if they have to adhere to the timetable”*

1. **BSB response:** we carefully considered the concerns that were raised. One suggestion to balance both fairness and flexibility was to have two fixed timetables every year, for example:

* one from November to May (as now), and
* another from May to November.

1. This idea was raised by one student in a Bar Council focus group, who *“indicated that if the recruitment process is to be mandated, then it should perhaps be mandated to occur more than once per annum, which would also assist candidates in balancing their workloads”,* though it should be noted that there were several other participants who disagreed. Another respondent to our engagement programme said that *“two windows for applications would give effect to the advantages of [mandating the Gateway timetable], whilst mitigating the negative effects of having all applications at the same time”*.
2. We considered the option of mandating two fixed timetables each year in order to minimise the number of waiver applications made. This may reduce the risk that waivers become normalised as opposed to exceptional, thereby defeating the purpose of mandating the timetable.
3. We discussed this idea with the Bar Council. The Bar Council and its Education and Training Committee were of the view that we should only mandate one fixed timetable each year. They expressed concerns that such an approach would negatively impact students and AETOs, for the reasons below.
4. For AETOs:

* If two recruitment rounds were available, it would not solve the problems that we are seeking to address, which arise through offers being made at inconsistent times. AETOs may begin to recruit earlier and earlier in order to gain a competitive advantage and the constantly shifting landscape would lead to the recruitment process as a whole becoming a lot less predictable.
* Most AETOs are unlikely to be able to resource two recruitment rounds annually which, once again, would create a shifting landscape as a result of ongoing internal reviews relating to which round best suits current needs/requirements.
* Key dates in the second recruitment round would fall over the summer, which would not be practical for AETOs.

1. For students:

* Students would be subject to continuous application cycles, which the Bar Council was concerned would impact students’ well-being in an already stressful period of time.
* If AETOs from the same practice area(s) recruit in different cycles, students will still be subject to “exploding offers”, albeit with a longer timescale.
* The recruitment process could be made more confusing and complex by having more than one timetable.

1. Additionally, the Bar Council felt that it would not be a sensible use of significant additional resources to run two recruitment rounds.
2. The Bar Council agreed that it would not be desirable for waivers to be made other than in exceptional circumstances. They offered to provide insight about the type of grounds for waivers that may be needed, to assist us in developing waiver application criteria. For example, AETOs at the employed Bar could be granted a waiver from the timetable, or part of it, if they already recruit a significant number of barristers and solicitors to another timetable, which may be complex to change and not proportionate for us to mandate, provided transparency is maintained. In exceptional circumstances, some AETOs may need to recruit outside the mandatory timetable for specific business reasons.
3. On balance, therefore, we were persuaded that we should mandate one recruitment timetable annually. We will publish criteria for granting waivers, and waivers granted will be listed on our website for transparency. We will monitor the type and number of waiver applications that are made to assess the impact of this decision.
4. In relation to solicitors and others transferring to the Bar who need to complete pupillage, one view is that they do not the need the protections of a fixed timetable and that requiring AETOs to recruit them in line with the mandated timetable would unduly limit flexibility. However, if they are assessed as needing to complete pupillage then it is reasonable to expect them to compete with other candidates, and not give them a competitive advantage as to when they can apply. This is consistent with the decision already taken as part of the Future Bar Training programme that transferring lawyers should not be granted automatic exemption from the advertising and funding requirements.

Timeframe for Interviews

1. The engagement programme document stated that “mandating the Pupillage Gateway timetable may…disadvantage both AETOs and applicants if all interviews must be held in the same limited time frame. This could reduce candidate and AETO choice where interview dates conflict. It may also be difficult for applicants who have other responsibilities (e.g. as carers or if they are in work). Again, AETOs could apply for a waiver from the requirement in exceptional circumstances”. Some respondents echoed these concerns (10 key stakeholder respondents and 4 survey respondents). However, other respondents believed that February to mid-May was a sufficient window for AETOs to sift through applications, shortlist applicants and conduct interviews (13 key stakeholder respondents).
2. **BSB response:** on balance, we agree that three and a half months is a sufficient window for the vast majority of AETOs to sift through applications, shortlist applicants and conduct interviews. Granting waivers from this stage of the timetable should therefore only be considered in exceptional circumstances. We will publish criteria for granting waivers, and waivers granted will be listed on our website for transparency.

Final Stage – 14-Day Deadline

1. When asked whether they agreed with our proposal to add another step to the Gateway timetable, namely a 14-day deadline for applicants to respond to offers, 72.9% of respondents said yes and 27.1% said no.
2. However, there was also a strong preference among respondents generally for the final stage of the timetable to be a 7-day deadline for applicants to respond to offers, rather than 14 days. Of those who gave reasons for not supporting the 14-day deadline, around one in seven felt that a 7-day deadline would be sufficient and reflect normal business practice elsewhere.

*“I believe that the BSB should impose a deadline to respond to offers but it should be much shorter than 14 days. Those that are reserved are often anxious to find out if the place has been taken and 14 days is an extremely long time to wait. I believe a shorter time frame such as 7 days should be imposed” (Pupil)*

1. **BSB response:** we agree that the final stage of the timetable should be a 7-day deadline for applicants to respond to offers, rather than 14 days.

Failure to Recruit

1. Seven AETO respondents suggested that if they fail to recruit to all (or indeed any) of their pupillage places by May, they should be permitted to run another recruitment exercise between May and November. Not making an exception for this could reduce the number of pupillages available.
2. **BSB response:** we thought thata more robust solution would be to have two recruitment windows, as set out above, and only consider granting waivers in exceptional circumstances. For the reasons set out above, we have decided not to mandate two recruitment windows. Additionally, the Bar Council told us that it is more common for AETOs that fail to recruit to wait until the following year, and advertise the additional pupillage at the same time as the following pupillage. This is because of the considerable resource needed to run an additional recruitment round. We will publish criteria for granting waivers, and waivers granted will be listed on our website for transparency so that candidates are aware of all opportunities.

General Comments about the Timetable

1. Respondents were invited to make comments on the current timetable. The most common response from survey respondents (given by three in ten survey respondents) was that the current timetable clashes with centralised examinations, meaning students often need to balance preparing for and attending pupillage interviews with preparing for examinations. One in ten respondents gave the view that this has a negative impact on student wellbeing. One in twenty respondents argued that the current timetable creates a disparity between students who have already been offered a pupillage before commencing the vocational stage, and those who apply for pupillage during the vocational stage. This is because only the latter group of students need to balance preparing for and attending pupillage interviews with preparing for examinations.

*“The current timetable clashes too much with revision times for assessments on the BPTC. This puts extra pressure on some applicants” (BPTC student)*

*“The reality is that most non-traditional applicants don't have pupillage before the BPTC and so putting [pupillage recruitment] in the middle of exams only disadvantages them further” (BPTC student)*

*“[The current timetable] creates an enormous disparity between candidates who already have pupillage in their BPTC year…and those who have to split their time and effort between both processes, often jeopardising both” (BPTC student)*

1. Three in ten survey respondents (and the Bar Council) therefore questioned whether there would be scope to amend the timetable to avoid clashes with centralised examinations, among other things. The Bar Council stated the current timetable was, in part, intended to ensure that candidates applying before they start vocational training know whether they have a pupillage offer before they are required to pay the deposit for the course. However, they suggested that in response to the introduction of the current timetable, a number of vocational training providers moved forward the dates by which deposits are required.
2. **BSB response:** setting the timetable will remain with the Bar Council given they have operational responsibility for the Gateway. However, as we are proposing that compliance with the Gateway timetable will be a regulatory requirement (namely, a condition of pupillage AETO authorisation) we will need to be assured that the timetable supports the principle of accessibility and does not disadvantage candidates or particular groups of candidates. We suggest that the Bar Council present their proposed timetable, together with an equality impact assessment and a written statement of the factors they have taken into account, and that we consider whether to approve this in accordance with the LSB’s Internal Governance Rules and the protocol on regulatory independence. This governance arrangement will need to be formally agreed with the Bar Council.
3. The Bar Council would certainly have scope to amend the timetable to avoid clashes with centralised examination dates, among other things. In considering whether to approve the timetable proposed by the Bar Council, we would consider this factor alongside religious holidays and the dates by which deposits are required.
4. One survey respondent also suggested that vocational training providers should allow students to cancel their places without charge until mid-August, and in any event until after the deadline for accepting pupillage offers. This is already addressed in our criteria for authorisation. All vocational AETOs are now subject to the requirements of the Authorisation Framework, which includes indicators for vocational providers relating to affordability e.g. 43.2 (guidance asks applicants to address their policies for refunding fees) and 33.1 (guidance asks applicants to address what deposit is required and at what point it becomes non-refundable). These set expectations for reasonable flexibility in relation to refund of deposits, etc.

Compliance from November 2019

1. When asked whether it is feasible to require pupillage providers to comply with the Gateway timetable from November 2019, 69.3% of respondents said yes and 30.7% said no.
2. Those key stakeholders who currently recruit according to the timetable were also generally in favour of requiring compliance from November 2019. However, among those key stakeholders who do not currently recruit according to the timetable there was a strong feeling that it would not be feasible to require compliance from November 2019.
3. **BSB response:** on balance, we agreed that it would not be feasible to require compliance from November 2019. We will mandate the timetable from November 2020.

Evaluation

1. The Bar Council’s view (and that of a number of other respondents) was the BSB should commit to a review two years after the introduction of the changes.
2. **BSB response:** we will commit to this as it is consistent with our wider plans for evaluation of the Future Bar Training Programme.

Mandating the use of the Pupillage Gateway to process applications

1. A number of respondents suggested that we regard our proposals as the first step towards requiring all AETOs to use the Gateway for pupillage recruitment.
2. **BSB response:** whilst we require all AETOs to advertise on the Gateway, we do not require all AETOs to use the Gateway to process pupillage applications, and have no plans to do so.

**Written Pupillage Agreements**

Support for the Proposal

1. When asked whether they thought that the BSB should introduce a requirement for written agreements between pupillage providers and pupils to be drafted and signed upon commencement of pupillage, 81.5% of respondents said yes and 18.5% said no (252 responses were received from BPTC providers, BPTC students, pupils, chambers/AETOs and barristers and other stakeholders).

Written Pupillage Agreements as a Condition of AETO Authorisation

1. A small proportion of survey respondents felt that written pupillage agreements (including as a condition of AETO authorisation) would not add value given many of the proposed outcomes reflect the rules and authorisation conditions already in place. They also raised concerns about the perceived burden for smaller ATEOs. However, the majority (80%) of respondents felt that written agreements would be helpful and ensure both pupils and AETOs are aware of all relevant regulatory obligations. Reasons given for supporting the proposal were that written agreements would add the necessary clarity required for pupillage, the terms are clear and sensible and that it would be an important move towards a more modern structure of pupillage with clear guidance for pupils.

*“Written agreements would be helpful in ensuring that it is clear what is expected of pupils, and what pupils can expect from their [AETO]…Pupillage is a stressful time, and the lack of transparency in these areas I believe materially impacts that. By the introduction of formal policies, pupils will know what the expectations are, what rights they have and how they can enforce them” (Pupil)*

*“I think it’s definitely good to have a written agreement of expectations like this. I had a job before coming back to studying on the GDL and am used to the concept of clear contracts which spell out the basics – this means if something goes wrong, you know where you stand. Especially when it comes to things like harassment, complaints, and disciplinary action. I have accepted an offer of pupillage recently and have found it so weird that I haven’t been asked to sign anything or received anything from chambers apart from a confirmation email” (GDL student)*

1. **BSB response:** the purpose of written pupillage agreements is not (primarily) to add regulatory requirements, but to ensure that the existing ones work more effectively. For example, an AETO may be complying with the requirement to have a complaints and grievances policy, but the pupil may not be aware of this unless (as was proposed in the engagement programme document) they are provided with a copy. Ensuring that written pupillage agreements are a condition of AETO authorisation is the best way to achieve this.
2. The new regulatory requirements which were proposed in the engagement programme document will also be added to the Bar Qualification Manual.
3. In relation to the point about the perceived burden for smaller AETOs, the Bar Council has confirmed that they will give strong consideration to drafting model agreements for AETOs to use and we will continue to engage with them on this.

Timing of Obligation

1. The Bar Council and other respondents suggested that *“offers of pupillage should be required to state basic heads of terms (e.g. start date, amount of pupillage award and dates for payment, holiday entitlement, etc), and otherwise incorporate the AETO’s standard pupillage terms which must be available to the prospective pupil on their website or on request…both parties would then sign the heads of terms upon acceptance of the offer. This method would enable pupils to evaluate the terms on offer from different AETOs in advance of entering into a binding contract and have clarity on their rights and obligations from the moment they are committed to the pupillage”*.
2. **BSB response:** we agree with these representations. Offers of pupillage will be required to state:

* That the AETO and pupil supervisors will promptly provide the pupil with all necessary assistance in complying with their regulatory obligations e.g. registering their pupillage with the BSB, applying for any necessary waivers, etc. (outcome 4);
* Pupillage funding arrangements (outcome 11);
* That pupils must provide, prior to starting the non-practising period, clear documentary evidence to the AETO that they have satisfactorily completed academic and vocational training components, are a member of an Inn, have obtained immigration visas (where relevant) and registered their pupillage with the BSB (outcome 12);
* The notice period for the pupil to withdraw prior to the starting the non-practising period (outcome 18);
* Any conditions which must be fulfilled prior to the pupil starting the non-practising period e.g. required achievement in vocational training (outcome 19); and
* The date of commencement, length of the non-practising and practising periods and the date of expected completion (outcome 20).

1. Offers must also incorporate the AETO’s standard pupillage terms which must be available to the prospective pupil on their website or on request.

Clarity and Appropriateness of Terms

1. Respondents were given a list of proposed terms to be included as part of a written pupillage agreement:

* The duties of AETOs;
* Details of the training programme for pupils – we proposed that the AETO should provide a written training programme to the pupil;
* Pupillage funding;
* The duties of pupils;
* Details of the pupillage e.g. commencement date, notice periods, etc.; and
* An appendix – this outlined all of the written policies we proposed that AETOs should have in place and provide pupils with a copy of.

1. Respondents were asked whether they thought that the terms contained within each section were clear and appropriate. By large majorities in each case, respondents stated that they did feel the terms were both clear and appropriate.

Views on Specific Proposed Outcomes

*Status of pupillage*

1. One respondent was concerned that the proposed outcomes could potentially affect how the pupillage award is treated for tax purposes, and lead to the loss of tax-free treatment for the non-practising period. They suggested that tax advice is taken as to the likely approach of HMRC if, by reflecting the outcomes, written pupillage agreements appear to be more closely akin to a contract of employment than is currently the case. Another respondent (echoed by a number of others) stated *“care must be taken to ensure that the introduction of these agreements does not inadvertently create an employment relationship between pupils and chambers: the agreement should be an educational/training agreement not a contract of employment”*.
2. **BSB response:** the engagement programme document stated that “if the pupillage is at the employed Bar, then the proposed agreement will not affect the employed status of the pupil, or the obligations of either the AETO or the pupil in relation to employment and related law”. However, the Bar Qualification Manual will also be amended to state that if the pupillage is at the self-employed Bar, then the written agreement should not create an employment relationship between the pupil and the AETO, nor be a contract for services or of apprenticeship. We are confident that our proposals for written agreements as set out in the engagement programme document would not do this. The Bar Council is also giving strong consideration to drafting model agreements for AETOs to use, which would help to avoid this outcome.

*Pupil supervisors*

1. In relation to the requirement that the written description of the training programme must provide details of “which pupil supervisor will supervise the pupil in the non-practising and practising periods”, some AETOs commented that they will not necessarily be able to inform pupils of this at the point of signing the agreement.
2. **BSB response:** we agree with these representations and will instead require AETOs to inform pupils of who their first pupil supervisor will be before they begin the non-practising period. This will not necessarily need to be at the point of signing the agreement.

*Contact time*

1. In relation to the requirement that the written description of the training programme must state “how the pupil will be supervised in the non-practising and practising periods, including a minimum amount of contact time”, some AETOs commented that this was too prescriptive as, for example, contact *time “will vary day-by-day and week-on-week depending on what is happening in chambers which will often be unpredictable”*.
2. **BSB response:** we recognise the need for flexibility and will amend this to a requirement to state “the supervision arrangements that the pupil can normally expect in the non-practising and practising periods”.

*Certification of completion*

1. One respondent stated that *“under Certification of completion, there is only reference to the final assessment of the pupil against the competencies in the BSB’s Professional Statement. There is no mention of the stage at the end of the first six where chambers must confirm that the pupil has satisfactorily completed his or her first six. We think this should be covered in the same terms as the final assessment and provision should be included to cover what is proposed where the pupil fails to complete their first six satisfactorily”*.
2. **BSB response:** we agree with this suggestion and will include this. Our Curriculum and Assessment Strategy now sets out which competences must be met before a pupil can apply for a provisional practising certificate, so this will be referenced in the agreement.

*Training hours*

1. There was some confusion as to what was meant by “the minimum training hours which may be required of a pupil, whether a pupil may be expected to do additional training hours”. We used the term “training hours” rather than “working hours” to ensure that agreements did not inappropriately create an employment relationship between the pupil and the AETO. However, some respondents thought that this referred to training provided as part of pupillage such as advocacy training.
2. **BSB response:** we propose to amend this wording to “the minimum hours which may be required of a pupil in relation to their education and training, and whether a pupil may be expected to do additional hours in relation to their education and training; for example, this would cover a typical day for a pupil and any expectation of weekend or evening commitments”.

*Contact details*

1. A number of respondents suggested that written agreements should include contact details for specific barristers/staff members at the AETO with responsibility for aspects of the pupillage process.
2. **BSB response:** we agree with this suggestion and will include this.

*Dress code policies*

1. The Criminal Bar Association suggested *“one area the BSB might consider including is that of “expected dress in chambers”. It may seem a small matter, but the issue of how pupils are expected to dress when out of court can cause a great deal of tension where there are no written rules”*.
2. **BSB response:** AETOs are free to adopt dress code policies, but there would be no regulatory rationale for requiring this as part of written pupillage requirements. The engagement programme document stated that “AETOs will be able to add further terms if they wish, provided they are not unfair and/or unduly onerous”.

Compliance from November 2019

1. AETOs which already use written pupillage agreements or similar were generally in favour of requiring compliance from November 2019. However, among those AETOs which do not already use written pupillage agreements or similar the general feeling was that requiring compliance from November 2019 would be too soon.
2. **BSB response:** on balance, we agree that it would not be feasible to require compliance from November 2019. We propose requiring compliance from May 2020 instead, which will give the Bar Council more time to draft model agreements for AETOs to use.

BSB Response to Pupillage Issues

1. Some respondents felt that our priority should not be written pupillage agreements, but encouraging pupils experiencing issues to raise them with us, providing reassurance and being clear about how information received will be handled. The Bar Council in particular provided evidence of the difficult issues sometimes experienced during pupillage.
2. **BSB response:** written agreements should help to address the difficult issues sometimes experienced during pupillage by ensuring that both pupils and AETOs are aware of all relevant regulatory obligations. This includes the need for AETOs to have policies and procedures in place which enable pupils to raise issues and seek to resolve them. However, if pupils feel unable to resolve serious problems internally, then we encourage pupils experiencing issues to raise them with us. We will provide additional reassurance by publishing a statement on our website setting out how we handle reports received from pupils specifically.

**31 January 2020**