



INSTRUCTING SOLICITOR CLIENT CARE LETTER

X Ltd

2023

Dear Y

Thank you for your instructions for Cerulean to act on behalf of your client [xxx].

Cerulean is the trading name of Cerulean Chambers Ltd (see details of company registration and registered office details at foot of this page). Cerulean is an entity regulated by the Bar Standards Board. Cerulean uses the services of member barristers and solicitors but all legal services provided to you will be provided by Cerulean.

I am a director of Cerulean and I shall have care and conduct of your case but other members of Cerulean may also assist when necessary.

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

The work we will carry out

[We will review the papers you provide and advise in conference].

Our fees for this work

The fees for our work will be agreed with you in advance of work being done.

If you are dissatisfied with the service you receive

If, for any reason, you are unhappy with the service you receive Cerulean has a complaints process that you may follow. Further details about what to do if you have a complaint are set out in our terms.

Please read this letter and our full terms carefully. If you are happy for us to take on this work and agree with our terms please sign the enclosed copy of this letter and attachment and return it to me. If you do not understand any of these terms, I am happy to clarify or explain them.

Yours sincerely

Director of Cerulean Chambers Ltd

Barristers and Solicitors

A 22 Tudor Street, London EC4Y 0AY T +44 (0) 20 3286 8968
E info@ceruleanlaw.co.uk W www.ceruleanlaw.co.uk

Cerulean Chambers Ltd - Company No. 09354661
Reg Address: Hallswelle House, 1 Hallswelle Road, London, NW11 0DH



Attachment

Our terms:

1. You are instructing Cerulean as a legal entity separate from the individual members.
2. We have carefully considered the instructions and can confirm that we have sufficient experience and competence to undertake the work.

The work we will carry out

3. The work you are instructing us to carry out is set out in our client care letter.

Fees

4. Our fees for this work are set out in our covering letter. All fees for specified work are payable in full in advance of our doing the work unless we agree otherwise. Such fees are non-refundable. Where we have agreed to charge at an hourly rate for an unspecified number of hours we shall require an appropriate deposit of funds to be made in advance into an escrow account which we shall arrange so that they can be drawn as hours of work are completed.
5. If you owe us any fees or disbursements and do not pay them for 28 days after we provide you with a fee note, interest will be payable at 4% above the Barclays Bank ordinary lending rate for the sum due from 28 days of the date of the fee note.

Disbursements

6. Fees quoted do not include the costs of disbursements which may be incurred in the course of carrying out your instructions. Wherever possible we shall notify you of those in advance. It will normally be necessary for disbursements to be paid for in advance unless we agree otherwise.

Documents

7. You and we agree that:
 - (1) We are entitled to keep copies of any documents you give us for our own professional records; and
 - (2) We will return all your original documents to you when we have carried out the work you have instructed us to do.
8. We would prefer that you give us copies of documents rather than originals. However, if this is not possible, we may make a reasonable charge to you for producing photocopies.

General obligations

9. The information which you give us will be received in professional confidence. The only exception is that statutory and other legal requirements may mean that we have to disclose (i.e. reveal) your information to governmental or other regulatory authorities,

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e.g. organisations, whose rules we must meet, without your consent and without telling you that we have made the disclosure.

10. This contract will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

Arbitration

11. We may at our absolute discretion refer any dispute between you and Cerulean to arbitration by a single arbitrator to be jointly chosen. The seat of the arbitration is to be London and is to be conducted under the provisions of the Arbitration Act 1996 (or any relevant subsequent relevant legislation or amendment). In the absence of agreement on choice of arbitrator the parties agree to request an arbitrator to be chosen by the Chairman of the General Counsel of the Bar of England and Wales.

Limitation of liability

12. We are not liable for any loss or damage suffered by any persons, firms or partnerships other than our client and lay client under this Agreement. We shall arrange and maintain professional indemnity insurance as required by the BSB Handbook or, if higher, to the level, if any, set out in this Agreement as provided in clauses 14 and 15.
13. If we are liable to you solely as a result of breach of the terms of this Agreement and would not otherwise have been liable (whether at common law (including in negligence), in equity or otherwise), that liability shall be limited to the fees and disbursements costs under our retainer. If no such sum is stated, the limit of that liability will be £100,000, being the highest limit of cover for such liabilities provided to barristers by the Bar Mutual Indemnity Fund
14. Our liability (whether at common law (including in negligence), in equity or otherwise) in respect of:
- (1) any breach of our obligations in providing legal services under this retainer and/or
 - (2) all breaches of our obligations in providing the legal services arising from or which are attributable to:
 - a) the same act or omission,
 - b) a series or group of related acts or omissions,
 - c) a series or group of similar acts or omissions or
 - d) the same originating cause
- shall be limited to the lower of £2,500,000 or, if we are solely liable as a result of breach of these terms, the sum stated in clause 14.
15. If you wish we are prepared to seek a higher level of cover than £2,500,000 provided that you agree to meet the cost of the additional premium.

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Termination of this retainer

16. Either party may terminate this retainer on giving reasonable notice in writing to the other.

Complaints

17. We hope you will be happy with the professional services we provide. However, if you are not satisfied, you should first refer the matter either to us in line with Cerulean's complaints procedure. A copy of Cerulean's complaints procedure is available on its website.
18. If you are not happy with our 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.
19. You must complain to the Ombudsman within six months of receiving a final response to your complaint from us (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.
20. 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

Phone: 0300 555 0333

Website: 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/>

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CERULEAN

Instructing Solicitor's name (please print):

Instructing Solicitor's signature:.....

Date:.....

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