Cerulean

22 Tudor Street

London EC4Y 0AY

020 3286 8968

PUBLIC ACCESS CLIENT CARE LETTER

X Ltd

2023

Dear Y

Thank you for your request to advise C in relation to its dispute with Z

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

# I will \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

# My fees for this work

The fees for my work will be £…. . Any future work can be agreed in advance at a fixed price or charged at hourly rates between £350 to £900 (plus VAT if applicable) as appropriate.

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

If, for any reason, you are unhappy with the service you receive I have a complaints procedure 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 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 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

\*\*\*\*\*\*\*\*\*\*

**Attachment**

**My terms:**

1. I am the only person you are instructing and I will personally do all the work needed under this arrangement unless we agree with you otherwise as set out below. I am a self-employed barrister. 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 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. 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 us a telephone number on which we will always be able to contact you.
   2. suggest the name of another barrister 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. Discuss with you the costs of using another barrister.

# The work I will carry out

1. The work you are instructing me to carry out is set out in our cover letter.

# The range of work I can carry out

1. I can advise on the law, draft documents for clients to use and appear on behalf of my client before courts or other organisations. I am also certified by the BSB to carry out litigation i.e. appear on the court record for clients, issue proceedings etc..
2. 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. Expert evidence is evidence about a professional, scientific or technical matter provided by an individual with expertise in that area.

(5) I can draft, arrange for the issue and service of formal court documents for you.

(6) I can go on the court record and 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).

# Circumstances when I may not be able to act for you

1. As a barrister, I must follow the Bar Code of Conduct. 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**

1. 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 e.g. where you are in dispute with another individual or organisation and criminal cases e.g. where a crime may have been committed.
2. You can find out more information on the www.gov.uk website:

<https://www.gov.uk/community-legal-advice>

1. 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/eligiCalc?execution=e2s1>

1. 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.
2. I can advise and represent you if:

* you make an informed decision not to seek public funding;
* you make a public funding application, e.g. 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).

1. 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.

# Our availability

1. 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

1. My fees for this work are set out in my cover letter. All fees for specified work are payable in full in advance of my doing the work unless I agree otherwise. Such fees are non-refundable. Where I have agreed to charge at an hourly rate for an unspecified number of hours I shall require an appropriate deposit of funds to be made in advance into an escrow account at BarCo so that they can be drawn as hours of work are completed.
2. If you owe me any fees or disbursements and do not pay them for 28 days after I 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**

1. Fees quoted do not include the costs of disbursements which may be incurred in the course of carrying out your instructions. Wherever possible I 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

1. 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.

1. 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**

1. 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 (i.e. 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.
2. 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.

**Limitation of liability**

1. I am not liable for any loss or damage suffered by any persons, firms or partnerships other than my client under this agreement. I 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 26 and 27.
2. If I am 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 my 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
3. My 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:
      1. the same act or omission,
      2. a series or group of related acts or omissions,
      3. a series or group of similar acts or omissions or
      4. the same originating cause

shall be limited to the lower of £2,500,000 or, if I am solely liable as a result of breach of these terms, the sum stated in clause 26.

1. If you wish I am prepared to seek a higher level of cover than £2,500,000 provided that you agree to meet the cost of the additional premium.

**Termination of this retainer**

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

**Complaints**

1. 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 available on our website.
2. If you are not happy with our reply or our 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.
3. 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.
4. 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:……………………………………..**