

Direct Access Client : For Public Access Work

Your Ref:
Our Ref:

Dear ,

Re:

I refer to your recent discussions with my clerk, [], regarding the above matter.

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

If you agree with the proposed arrangement, please sign the enclosed copy of this letter and return it to me to confirm your agreement.

The basis on which I carry out professional work under Public Access Rules

I am the only person you are instructing. I will be personally undertaking all the work required under this arrangement. Although, I practice with other barristers from 3PB Barristers, a set of chambers. I am a sole practitioner. I will carry out the work under and in accordance with the Bar Council Public Access Rules.

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. However, another barrister will not carry out work for you unless and until you have agreed to an arrangement and have instructed the other barrister. If you feel that you would be happier with the services provided by an organisation (rather than an individual), you need to instruct a firm of solicitors. We would be happy to assist with a referral if this is the case.

The work I will carry out

The work you are instructing me to carry out at this stage is as follows:

[to be completed on a case by case basis by barrister]

If subsequent work is needed on this matter, such work will be carried out in accordance with another letter of agreement between us. Amongst other things, the further letter will include the fee applicable for any further work so required. I 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

My fee for accepting the instructions outlined above will be as follows:

[to be completed on a case by case basis by barrister]

You and I agree that I will not undertake any of the above work until you have signed this letter and you have paid the fee in advance.

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.).

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 offer you either a full or partial reimbursement of any payment received from you.

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.

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.

Yours sincerely

3 PB Direct

Enclosure**My terms and conditions:**

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, and although I practise with other barristers from a set of Chambers, I am not employed by a regulated entity (which is defined as a BSB entity or authorised (non-BSB) body. 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. 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

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 management, administration or general conduct of a client's affairs. I cannot be expected to perform the functions of a solicitor or other person who is authorised to conduct litigation and in particular obligations arising out of or related to the conduct of litigation.
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/1983861/bsb_handbook_april_2019.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 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/eligiCalc?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 and contact details

18. You can contact me or my clerks by telephone on 020 7583 8055. You may also email me using the address format [firstname.lastname@3pb.co.uk], but for the reason below if you send me an email you **must** also copy it to my clerk, clerk's name, using the address notified in the engagement letter. If you receive an "out of office" message from either of us, please forward your email to direct.access@3pb.co.uk or telephone the clerks on the number above.
19. 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

20. My fees for this work are set out in my cover letter.
21. Under these terms, you are responsible for paying the fees set out in my cover letter.
22. 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

23. Your right to cancel is set out in my cover letter.

24. 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

25. 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.
26. 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

27. 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.
28. 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

29. 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.
30. 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.

31. 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.

32. 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/>

Identification Obligations

33. In accepting these instructions, I am obliged to comply with the Money Laundering Regulations 2003 which means that I must satisfy myself of your identity. I will need you to deliver or bring the necessary documents to my chambers so that I can fulfil my obligations under the Regulations. This must be proof of your identity, such as a passport or driving licence, and proof of your address, such as a utility bill or bank statement.

I thank you for giving me the opportunity to undertake this work for you and I look forward to receiving your instructions to proceed.

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

Client's signature:.....

Date:.....

If client is signing on behalf of a commercial entity, please add the wording:

For and on behalf of 'Company Name'.

Yours sincerely,

3PB Direct