

CONTRACTUAL TERMS FOR THE SUPPLY OF LEGAL SERVICES

BY IAN JONES, BARRISTER OF HOLBROOK CHAMBERS, LEICESTER

UNDER THE DIRECT PUBLIC ACCESS SCHEME

The basis on which I carry out professional work

1. I am the only person you are instructing and I personally will do all the work needed under this arrangement. I am a sole practitioner, and practise alone at the above address.
2. 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 or professional representative (instead of me, or as well as me) carries out the work for you, I may propose the name of someone who may be able to assist. However, another barrister or representative will not carry out work for you unless and until you have agreed to an arrangement and have instructed that other barrister directly. 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.

The work I will carry out

3. I understand that you now require me to **carry out the work specified in this contract**. Any subsequent work will require a further letter of agreement, assuming that the matter still remains suitable for Direct Public Access.
4. 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 undertake that I shall be able to accept instructions for all subsequent work that your case may need.

The range of barrister work

5. I should explain to you the range of the work that barristers carry out, as well as the type of work they do not. As a barrister, I can:
 - advise on the law and on the merits of your case
 - draft documents for you to use
 - appear on your behalf before courts, tribunals, panels or other organisations
 - draft a letter on your behalf and (in most cases) can send this on your behalf too
 - draft a witness statement from what you or another witness tells me
 - help you to choose a suitable expert if you need one
6. However, as barrister, I cannot:
 - instruct an expert for you
 - handle client money
 - undertake the administrative management of a case proceeding through a court or tribunal, such as the actual issuing of legal proceedings or the service of documents for your appeal

7. 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

8. In all my professional work I must follow the Bar Code of Conduct. As a result, if I consider that a solicitor needs to be instructed in your own interests or for some other professional reason, I will no longer be able to act for you other than on the instructions of a solicitor. If I foresee that situation arising, I will give you as much notice as possible.
9. At this stage I do consider that the work you are asking me to do is suitable for the Barrister Direct Public Access Scheme. Should a solicitor be subsequently engaged then they will be able to either continue instructing me, or you and the solicitor can choose to instruct any other practising barrister (*which includes a barrister who is not registered for Direct Public Access work*).

My availability

10. As I carry out all my professional work personally, there will be times when I am not available to you. For example, if I am in court or appeal hearings for a day or for several days in a row, I may be totally unavailable to all other clients during that time.

Fees

11. My fee for the work described in paragraph 3 will be **the fixed fee specified in this contract**. Wherever possible, I will agree a separate fee in advance and issue a fresh contract for any new work. However, in the absence of a separate agreement, any additional time spent will be charged at my normal hourly rate of £275 (billable in 6-minute increments, each of £27.50). Likewise, should it be necessary for me to answer correspondence, or if you wish to further discuss this matter with me over the telephone, then I reserve the right to charge for this at a rate of £275 per hour (again billable in 6-minute increments, each of £27.50). You and I agree that I reserve the right not to release any completed work until I am in receipt of cleared funds.
12. Under this contract you are responsible for paying my fees, which are payable in advance.
13. 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 Barclays Bank base rate from 28 days of the date of the fee note.
13. If you wish to cancel the work (e.g. because a place becomes available at the school), you must do so in writing, giving as much notice as possible. You will be charged for any work already undertaken, including reading and preparation, according to my hourly rate. If you cancel a hearing, conference or meeting with less than 1 week's notice, you will be liable for the full fee in respect of the hearing (or for a hearing due to last for more than one day, the full fee for the first day and

half of the fee for each subsequent day). Any refund due will then be returned to you.

Documents

15. You and I agree that I am entitled to keep copies of any documents you give me for my own professional records, and that I will return all your original documents to you when I have carried out the work you have instructed me to do. I would prefer that you give me copies of documents rather than originals; faxed or e-mailed documents are completely acceptable unless I indicate to the contrary. However, if this is not possible, I may make a reasonable charge to you for producing photocopies. I would prefer that documents are sent in as an organised manner as possible, preferably separating court documents, correspondence, photographs, etc, as this reduces the time that I spend considering documents and ultimately reduces the fee charged.

General obligations

16. The information which you give me will be received in professional confidence. The only exception is that statutory and other legal requirements may cause me to disclose information which I have received from you to governmental or other regulatory authorities and to do so without first obtaining your consent to such disclosure or telling you that it is made. You agree that, if I need to refer your case to another barrister or professional representative, I may provide him/her with your name, contact details and an outline of your case, unless you advise me to the contrary. I will never make any charge or take any commission for any such referral.

17. The contract we are making between us will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

Complaints

18. I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should first refer the matter to me in writing. If you are not satisfied with my response, you may make a complaint to the Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ.'

For further information please visit the Legal Ombudsman's website at <http://www.legalombudsman.org.uk/consumer/index.html> ;should you be unable to access the website for any reason then please ask me to supply you with a paper-copy of that document, without charge.