

Frederick Place Chambers

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Robert Spicer, M A(CANTAB)
Public Access Barrister
Regulated by the Bar Standards Board
www.frederickchambers.co.uk

Date

Dear

Thank you for your instructions received by [letter, email, telephone, etc.] on [date].

I am a barrister registered with, and authorised by, the Bar Standards Board of England and Wales. These Chambers are registered with the reference *TE 25653*.

I have professional indemnity insurance cover of £1 million with the Bar Mutual Indemnity Fund (BMIF), membership number *8093/002*. This cover is worldwide. The postal address of BMIF is 90 Fenchurch Street, London EC3M 4ST.

I would be pleased to accept instructions from you on the terms set out in this letter. It is important that you understand what these are. If you agree with the proposed arrangement, please sign a copy of this letter and return it to me to record your agreement.

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 may be assisted by my research assistant.
2. There may be times when my professional commitments clash. If I identify a possible clash of commitments (meaning that I will not be able to work on your case), I will try to do my best to do the following –
 - (a) Warn you as soon as possible and ask you how you would prefer to continue. As a result, please can you give me a telephone number where I will always be able to contact you.

The work I will carry out:

3. The work you are instructing me to carry out is:
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.

5. I do not warrant that any of the work I shall do for you will be carried out by a specific date or time. If you wish for any work to be carried out by a specific date or time, you must make that clear in writing when you instruct me to do that work. Unless I confirm to you in writing that I shall carry out the work by a certain date or time, I accept no responsibility for doing so.
- (a) Given the current pressure on the Employment Tribunal, please note that in the case of employment tribunal cases timescale cannot be realistically predicted.

The range of Barrister work:

6. I should explain to you the range of the work that Barristers carry out, as well as the type of work they do not. 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 administrative, day to day management of a case proceeding through a Court. A Barrister does not perform the functions of a solicitor or other authorised litigator and, in particular, does not issue or serve legal proceedings or court applications, fulfil limitation obligations, disclosure obligations and other obligations arising out of or related to the conduct of litigation.
7. If the expiry of a limitation or time period which would prevent you bringing a claim or taking some other step is soon to occur, it is your responsibility under our arrangement to diarise that date and to give me at least 4 weeks' notice that action needs to be taken by me in advance of the expiry of that limitation or time period.
8. Here are some examples of work I can and cannot do –
 - (a) If a witness statement is needed from you, a Barrister may draft it from what you tell him or her. A Barrister may also help to finalise a witness statement from another person based on the information that person has provided. But a barrister may not himself actively collect evidence, for example by initiating contact with a possible witness;
 - (b) A Barrister may advise you on the need for expert evidence and on the choice of a suitable expert. But a Barrister may not instruct an expert on your behalf.
9. As you are instructing me without a solicitor, you must be sure that you are able to do whatever is necessary for those matters that I cannot deal with or that you have made an arrangement with another person of suitable competence and experience to provide these services for you.
10. It may be that you require contact with me on such a frequent basis that I decide you need a team of lawyers acting for you and/or support staff; in that case I shall advise you to instruct a firm of solicitors. Please remember that I do not undertake the day to day management of your case.

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

11. In all my professional work I must follow the Bar Code of Conduct.. I must also comply with the Scope of Practice and Authorisation Rules which govern

barristers. The Code of Conduct and the Scope of Practice and Authorisation Rules are contained in Parts 2 and 3 of the Bar Standards Board Handbook. I can supply you with a copy of this Handbook on request or you can find it on the Bar Standards Board website at:

www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/

12. 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.
13. If you would like to investigate the possibility of your financial means being such as to bring you within the scope of public funding, you should contact a solicitor who undertakes work for the Legal Services Commission. This is because public funding is generally only available for work carried out for a client by a solicitor, who may in turn instruct a Barrister.

Communication between us:

14. It is essential that we have an efficient working relationship. This means that we must both communicate with the other in a clear and concise manner.
15. The most efficient means of leaving messages for me is by email (Robert.spicer@frederickchambers.co.uk) and I would encourage you please to use this method of communication. Please also ensure that I have all of your telephone numbers.
16. I shall try to respond promptly to your messages. You agree to do the same. It can be fatal if you do not respond to my messages and I reserve the right to terminate your instruction if you do not do so.
17. You agree to be candid and honest with me at all times and to disclose all material information and documents about your case to me. If you do not provide me with key information and documents, I may have to terminate our Public Access arrangement.
18. Since you will not have a solicitor acting for you, it is your responsibility to provide me with clear and concise instructions. It is very important that you should not send me letters, faxes or e-mails which are long-winded, meandering or unfocussed. I need to be able to assess developing situations quickly and cannot do so if I have to search for key information in long letters, faxes or e-mails. If I ask you key questions, you agree to provide concise and relevant answers to those questions, even if you believe that you have already provided the answer.
19. I have answerphone facilities on my mobile telephone and on my office telephone.
20. If you wish to contact me at the weekend, please do so my e-mail only, unless the call is extremely urgent.

21. In the event that you wish to cancel an appointment with me, please give me at least 24-hours' notice, or else I reserve the right to charge fees, including a cancellation fee.
22. Please ensure that you arrive promptly for Conferences.
23. In the event that you conduct yourself towards me in an intemperate, rude or otherwise inappropriate manner, I reserve the right to refuse to act further for you on a Public Access basis.

Fees:

24. My fee for the above work is £XXXX, as per discussion. Any further fees to be agreed in advance. This figure excludes VAT.
25. If I require, you will agree my fees and VAT and pay them in cleared funds in advance of work being carried out. I am under no obligation to begin work until the receipt of cleared funds.
26. For any subsequent work, we will agree further fees and confirm such agreement by post, fax or e-mail. Such an agreement will also be governed by this letter.
27. In the event that I undertake any work for you when a fee has not been agreed, I reserve the right to charge my hourly rate for such work. My hourly rate is currently **£200** per hour. This may happen, for example, if the work is urgent and has to be carried out before we are able to agree fees, or if we did not foresee that certain work would be required in addition to the work we did not foresee.
28. I reserve the right to charge cancellation fees for cancelled meetings and Court appointments.
29. 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 3% above the Barclays Bank base rate from the date of the fee note.
30. Please note that in relation to employment tribunal matters, fees payable to the tribunal are no longer legal, as of 26 July 2017.

Documents

You and I agree that:

- (a) I am entitled to keep copies of any documents you give me for my own professional records; and
- (b) I will on request return all your original documents to you when I have carried out the work you have instructed me to do. I may at my discretion make a charge to you for the cost of postage or ask you to collect papers in person or by use of a courier service.
- (c) I would prefer that you give me copies of documents rather than originals;

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, or to the Court and in some cases to do so without first obtaining your consent to such disclosure, or telling you that I have made it.

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 Process

I hope that 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 line with my complaints procedure – details of which are available on the *Frederick Place Chambers* website. If you would like a copy of the complaints procedure, please ask me. I may also be able to offer you formal mediation of any problem.

If my Chambers' complaints procedure is not able to deal with the problem, you may make a complaint to:

Bar Standards Board
Professional Conduct Department
289-293 High Holborn
London WC1V 7JZ

Tel: 020 7611 1444

Email: assessmentcomplaints@barstandardsboard.org.uk

Fax: 020 7831 9217

See also the Barristers' Register: <https://www.barstandardsboard.org.uk/regulatory-requirements/the-barristers'-register/?ProfileID=28130>

You also have the right to complain to the Legal Ombudsman if your complaint is about the service provided by myself. The contact details for the Legal Ombudsman are as follows:

Legal Ombudsman

PO Box 6806

Wolverhampton WV1 9WJ

Tel: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

See also decision data here: <https://www.legalombudsman.org.uk/ombudsman-decision-data/>

You should allow me eight weeks to resolve your complaint before you refer it to the Legal Ombudsman. You must contact the Ombudsman within twelve months from the date of the act or omission complained of.

Yours sincerely

Robert Spicer
Barrister-at-Law

I have read, accept and understand the above terms.

Signature:

Date: