

[Date]

[name and address]

Ref: [ ]

Dear Mr [ ],

[Name of matter]

Thank you for your recent instructions

I am pleased to accept instructions from you on the terms set out in this letter. It is important that you understand what these are. I am required by the Bar Council (the regulatory body to which I am professionally accountable) to write formally to any UK client who instructs me other than through a UK professional intermediary in order to record the terms of our professional contract. If you agree with the proposed arrangement, please sign the enclosed 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 am a sole practitioner although I practise with other barristers here at Temple Tax Chambers.
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 (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.

#### **The work I will carry out**

3. The work you have instructed me to carry out is to advise [.....].
4. If subsequent work is needed on this matter, the terms of this letter will govern our professional relationship.

#### **Fees**

5. My usual basis of charging professional fees is currently at a rate of up to £875 per hour (plus VAT where appropriate). plus VAT.

If during our professional relationship there is a particular separate matter on which you require my advice, my clerk, Mrs Claire James, may from time to time agree with you in advance a fixed fee for particular advice within parameters which she will agree with you.

6. Under this contract, you are responsible for paying my fees. The Bar Council strongly recommends that because you are using the Direct Access scheme to instruct me, I should ensure that you pay my fees in advance of my starting work. I therefore have enclosed a fee note for the fees set out at paragraph 5 above which also details my bank details for payment.
7. If you owe me fees and do not pay them for more than 21 days after I give you a fee note, interest will be payable at 5% per annum above the base rate for lending of HSBC Bank PLC, calculated on a daily basis, on any amount then outstanding.

### **Documents**

8. 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.

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.

### **Other terms and conditions**

9. We operate on the basis that you may end your instructions to me at any time by letting me know. You only have to pay for the work done and expenses incurred up to that time. In addition the law requires us to inform you of a statutory right to cancel your contract with us. This right applies if you are a consumer and you made your contract with us outside of a meeting at our premises. In that event your additional right is as follows:
  - You can cancel this contract without giving any reason
  - The cancellation period ends at the end of 14 days after the day on which the contract is entered into.
  - To cancel you must inform us of your decision by the clear statement (e.g. a letter or email). You may use the model cancellation form at Appendix 1- but it is not obligatory,
  - If you so cancel we will promptly reimburse to you all payments received from you, except for sums due as a result of you requesting us to start work.]

- 10. The terms and conditions set out in the below two pages (“the Terms and Conditions”) equally form part of our agreement and are to be regarded as included within this letter.
- 11. Before I am able to start doing any work for you, in accordance with my obligations to the Bar Council, and as a matter of statutory requirement, I need to receive from you please the signed and dated copy of this letter and the Terms and Conditions, and the information referred to below under the heading ‘Anti-money-laundering compliance’.

**Anti-money-laundering compliance**

- 12. Finally, in order that I can comply with appropriate procedures, please supply to me a copy of either your current driving licence or passport, so that I have relevant personal details in order to comply with my anti-money-laundering obligations.

Yours sincerely,

Stephen J. Arthur

I agree the terms of my professional relationship with you set out in the above letter.

.....  
[name of client]

Dated ..... 20[]

**Appendix 1**

TO: Stephen Arthur

I/We\* hereby give notice that I/we\* cancel my/our\* contract for the supply of the following legal service:

.....

.....

Name ..... of  
consumer(s):.....

Address ..... of  
consumer(s):.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:.....

\*Delete as applicable

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**STANDARD TERMS AND CONDITIONS**

**APPLICABLE TO**

**WORK UNDERTAKEN BY A BARRISTER UNDER THE**

**‘DIRECT ACCESS TO THE PUBLIC’ SCHEME**

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**The range of barrister services**

The Bar Council recommends that you should understand 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 management of a case proceeding through a court.

Here are some examples.

- (1) A barrister may draft a letter for you to send to another person. But a barrister may not conduct a course of correspondence with an opposing party on behalf of a client.
- (2) If (which at present seems most unlikely) there is to be a court or tribunal hearing, and a witness statement is needed from you, a barrister may draft it from what you tell him or her. And 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.
- (3) 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.

As you are instructing a barrister without using a solicitor, you must be sure that:

- you are able to do whatever is necessary for those matters that your barrister cannot deal with; or
- you have made an arrangement with another person of suitable competence and experience to provide these services for you.

**Circumstances when a barrister may not be able to act for you**

In all professional work barristers are obliged to follow the Bar Code of Conduct. As a result, if your barrister considers that a solicitor needs to be instructed in your own interests or for some other professional reason, your barrister will no longer be able to act for you other than on the instructions of a solicitor. If it seems likely that such a situation is arising, your barrister will give you as much notice as possible. Full details of the Bar Code of Conduct, and the way it applies to our professional relationship, are available on the Bar Council web-site ([www.barcouncil.org.uk](http://www.barcouncil.org.uk)) under the headings ‘Instructing a Barrister, and then ‘Public Access’.

**Barrister availability**

As barristers carry out all their professional work personally, there may be times when your chosen barrister is not available to you - for example, if your barrister is involved in a court hearing for a full day or for several days in a row, he may be totally unavailable to all other clients during that time.

**Duty of care and limitation of liability**

My duty is to you, as my client, and to no-one else. My duty extends to the performance of the instructions you give and which I accept. My advice can only be relied upon in so far as it relates to the facts and circumstances set out in those instructions. My advice cannot be relied upon in respect of other facts and circumstances, nor by anyone else, without my express confirmation. Apart from circumstances where exclusion of liability is prohibited by law, I am not liable for:

- any loss or damage, however suffered, by any person other than you; nor
- any loss or damage however suffered which is caused by inaccurate, incomplete or late instructions given to and accepted by me; nor
- any indirect or consequential loss however suffered.

**Electronic Communications**

Unless otherwise directed by you, I may correspond by means of electronic mail, it being agreed that we both:

- accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access; and
- will use commercially reasonable and proportionate procedures to maintain security of electronic mail and to check for commonly known viruses in information sent and received electronically.

**General Data Protection Regulation**

Data Protection Law” means the Data Protection Act 2018, including as amended, extended or re-enacted from time to time (the “Act”), Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data so far as this Regulation is applicable in England and Wales and including, as amended, extended or re-enacted from time to time in England Wales (the “GDPR”), and all rules, regulations and orders made under the Act or the GDPR. I, the Barrister am a data controller for the purposes of Data Protection Law, and is bound, amongst other things, to implement appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or destruction of, or damage to, personal data. I, the Barrister am entitled to process in accordance with Data Protection Law your personal data, to enable me, the Barrister to provide the Services, in respect of the Case or on the you, the Lay Client’s behalf, to maintain and update client records, to produce management data, to prevent crime, to comply with regulatory requirements and as permitted or required by law. You, the Lay Client has a right of access and a right of correction in respect of your personal data which the I, the Barrister holds about you, in accordance with Data Protection Law. In the event that the Barrister is required in accordance with article 33 of the GDPR to notify to a supervisory authority a personal data breach affecting personal data of the Lay Client referred to in data supplied with the Instructions, I, the Barrister shall notify you as soon as practicable after notifying the supervisory authority.

**Intellectual Property Rights**

All copyright and other intellectual property rights of whatever nature in or attaching to my work product, including all documents, reports, written advice or other materials provided by me belong to and remain with me. You have the right and licence to use my work product for the particular matter and the particular purpose for which it is prepared. If you wish to use copies of my work product for purposes other than those for which it is prepared, this will require my express written permission. My moral rights in respect of my work product are asserted.

**General obligations**

The information which you give to me as your barrister will be received in professional confidence. The only exception is that statutory and other legal requirements may cause your barrister to disclose information 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 such disclosure has been made.

The contract you make with your barrister will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

**Severability**

If any provision of this agreement is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of these Conditions which will remain in full force and effect, and if any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such deletions as may be necessary to make it valid and enforceable.

**Exclusion of Rights of Third Parties**

This Agreement governs the rights and obligations of each of you and me towards each other. It confers no benefit upon any third party. The ability of third parties to enforce any rights under the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

**Complaints**

If for any reason you are dis-satisfied with the professional services provided by your barrister, you should first refer the matter to your barrister's Chambers, in line with his Chambers' complaints procedure. If you would like details of the complaints procedure, please ask your barrister, or consult the Chambers' web-site at [www.templetax.com](http://www.templetax.com).

If you are not happy with 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. 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. For further details about how to make a complaint to the Legal Ombudsman, 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 28 January 2015 can be found on the Legal Ombudsman's website at:

<http://www.legalombudsman.org.uk/downloads/documents/publications/Scheme-Rules.pdf>

[name of matter]

...8...

[date]

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I agree the above terms which form part of your letter to me dated

20[.].

.....

*NAME*