# Attachment

**TERMS OF AGREEMENT FOR DIRECT ACCESS:**

1. The Agreement is between you and the Member of Chambers named in the cover letter (either a Barrister or a Bar Standard’s Board Authorised Entity). Barristers are self-employed individuals qualified to provide legal services including representation in the Higher Courts. A BSB Authorised Entity is a company providing similar services through qualified individuals, usually barristers. 1215 Chambers is a Limited Company (1215 Ltd) that provides administrative support and facilities to its members. 1215 Chambers does not provide legal services or reserved legal services.
2. The Member of Chambers confirms, as is required by regulations, that they have sufficient experience and competence to undertake the work.
3. If for any reason the Member of Chambers cannot carry out all the work you have asked them to do, or if the member wants to suggest that another barrister or BSB Entity carries out the work for you (either instead of or as well as the Member you have reached this agreement with) they will propose this with reasons, you do not have to agree to the proposal.
4. There may be times when due to circumstances beyond the Member’s Control they are unable to continue with work on your case. If this happens they will do their best to:
	1. Warn you as soon as possible and ask you how you would prefer to continue. You must provide a telephone number on which you can be contacted.
	2. Suggest the name of another suitable alternative Member of 1215 Chambers (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 them.
	3. Help you find a barrister from another 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 that will be carried out

1. The work that will be done and the fee for that work is set out in the covering letter
2. 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

1. Barristers and BSB Authorised Entities can advise on the law, draft documents for clients to use and appear on behalf of their client before courts or other organisations. Barristers and BSB Authorised Entities do not look after money for clients or make payment to other people on a client’s behalf or undertake the organisation or management of a case proceeding through a court.
2. Here are some examples of work they can carry out.
	1. Draft letters about your case.
	2. Argue your case for you at any court, including the High Court, Court of Appeal, Supreme Court and Privy Council.
	3. Draft a witness statement on from the instructions you provide. Help finalise a witness statement from another person based on the information that person has provided.
	4. Advise you on all legal aspects of your case including the need for expert evidence and on the choice of a suitable expert. You will need to
	5. Draft formal court documents for you, but you will have to send them to the court and other parties in the right way. They can advise you how to do this but cannot do it for you.
	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.
3. As you are instructing the Member of Chambers without also instructing a solicitor, you must be sure that:
	1. you are able to do whatever is necessary for those matters that Ithey cannot deal with; or
	2. You have made an arrangement with another person of suitable competence and experience to provide these services for you.
	3. You are happy to be the point of contact for the court and that you inform the Member of Chamber promptly of any dates that work needs to be done by and of any hearings and send copies of court orders to them.

# Circumstances when the Member of Chambers may not be able to act for you

1. Barristers and BSB Authorised Entities must follow the Code of Conduct in the BSB Handbook, which is available here:

<https://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/>

1. That Code of Conduct requires them to consider whether a solicitor needs to be instructed in your own interests. If at any stage the Member of Chambers consider you need a solicitor they will no longer be able to act for you without the involvement of a solicitor. They 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, a barrister or BSB Authorised Entity cannot do legal aid work unless 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.
2. You can find out more information on [the www.gov.uk](http://www.gov.uk/) website: <https://www.gov.uk/community-legal-advice>
3. 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. The Member of Chambers 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).
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 the Member of Chambers without the benefit of any public funding that may be available to you.

# Availability

1. As Barristers are self-employed individuals and most BSB Authorised Entities are single barrister companies there may be times when the person you wish to speak to is unavailable for a day or days, for example when they are in court on a case or have other client appointments. If you are not able to contact them directly please leave a message with 1215 Chambers’ main number and they will get back to you as soon as possible.

# Fees

1. The fees for this work are set out in my cover letter.
2. Under these terms, you are responsible for paying the fees set out in the cover letter.
3. Fixed Fees are due when agreed, other fees are due within 28 days of invoicing.
4. If you owe any fees and do not pay them for more than three months after you are sent 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

1. Your right to cancel is set out in the cover letter.
2. 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 you will be asked to confirm that you understand you will lose your right to cancel).

# Documents

1. You agree that:
	1. The Member of Chambers may keep copies of any documents you give them for their own professional records; and
	2. Any documents you provide will be copy documents and not originals and that you do not expect to receive those copy documents back.
2. If you are unable to provide copy documents you will need to make an appointment to bring the original documents to 1215 Chambers address where copies can be taken for a fee.

# General obligations

1. The information which you give the Member of Chambers is covered by legal privilege. It cannot be disclosed to others without your consent except in certain circumstances when required to do so by law. If the Member of Chambers is required to disclosure confidential information received from you they may not be permitted to tell you about the disclosure. If you wish to discuss the duty of confidentiality in more detail please contact the Member of Chambers you have reached this agreement with.
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.

# Complaints

1. We hope you will be happy with the professional services the Member of Chambers provide. However, if you are not satisfied, you should first refer the matter either to the Member or to my Chambers in line with 1215 Chambers’ complaints procedure. A copy of 1215 Chambers’ complaints procedure is attached.
2. If you are not happy with the reply or 1215 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.

1. 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](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-](http://www.legalombudsman.org.uk/downloads/documents/A-guide-to-our-revised-Scheme-Rules.pdf)  [Scheme-Rules.pdf](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-](https://www.barstandardsboard.org.uk/complaints-and-professional-conduct/concerns-about-a-barrister/)  [conduct/concerns-about-a-barrister/](https://www.barstandardsboard.org.uk/complaints-and-professional-conduct/concerns-about-a-barrister/)

# Clients name (please print):……………………………….. Client’s signature:…………………………………….

**Date:……………………………………..**

**Please circle either Y or N**

**Start Work as soon as payment, signed terms, ID and documents received? Y or N**

(NB. If you ask for work to start immediately you will lose your right to a refund if you cancel)

**Cancellation form**

To [Member’s name, geographical address and email]:

I/We [\*] herby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*],

Ordered on [\*],

Name of consumer(s),

Address of consumer(s),

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

Date

[\*] Delete as appropriate.

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