

These standard terms apply to all Public Access Work carried out by members of Elysium Chambers, Eastham Hall, 109 Eastham Village Road, Wirral CH62 0AF.

General

1. You are instructing an individual barrister from Elysium Chambers and he or she will personally do all the work needed under this arrangement. He or she is a self-employed barrister who practises with other barristers from these Chambers. A set of Chambers is a practice where a collection of independent self-employed barristers shares premises and administrative services.
2. The instructions will be carefully considered and the barrister instructed will not undertake the work unless he or she has sufficient experience and competence to undertake the work.
3. If for any reason the barrister instructed cannot carry out all the work they are instructed to do, or if it should be suggested that another barrister (as well as or in place of the instructed barrister) carries out the work for you, this may be suggested and an explanation for the suggestion will be given. However, another barrister will not carry out work for you unless and until you have agreed to this.
4. There may be times when the professional commitments of the barrister instructed clash. If a possible clash of commitments is identified and the barrister instructed and is unable to work on your case, he or she will do their best to:
 - (i) Warn you as soon as possible and ask you how you would prefer to continue. As a result, it would be helpful if you could provide a telephone number on which it will always be possible to contact you.
 - (ii) Suggest the name of another barrister within these 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.
 - (iii) Help you find a barrister from other Chambers if there is not a suitable barrister within these Chambers, or if you do not want these Chambers to continue working on your case
 - (iv) Discuss with you the costs of using another barrister.

The Work to be Carried Out

5. The work that you instruct the barrister to do will be set out in a covering letter.
6. If subsequent work is needed on this matter, and the barrister instructed is available to do the extra work, there will be another letter of agreement.

The Range of Work to be Carried 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 and normally do not undertake the organisation or management of a case proceeding through a court. However, if the

Barrister you instruct has litigation privileges, such work can be undertaken. See Direct Access/Litigation Privileges on our web site.

8. For the range of services a direct access Barrister can undertake please refer to the client care Letter which is a prerequisite to acting for you.
9. As you are instructing a barrister without a solicitor, you must be sure that:
 - (i) you are able to do whatever is necessary for those matters that the barrister cannot deal with; or
 - (ii) you have made an arrangement with another person of suitable competence and experience to provide these services for you.
10. Under changes that came into force in January 2014, suitably qualified barristers can now conduct litigation on your behalf and undertake most, if not all, of the services that have been described in paragraph 8 above. Chambers keeps a careful record of barristers who are authorised to conduct litigation and will be able to inform you whether the barrister that you have instructed is qualified to conduct litigation.

Circumstances when the Barrister Instructed May not be Able to Act for You

11. Barristers must follow the Bar Code of Conduct. That code of conduct requires barristers 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, the barrister instructed will no longer be able to act for you without the involvement of a solicitor. If that situation is foreseen, you will be given much notice as possible.

Funding

12. Chambers do not undertake publicly funded work.
13. you might like to consider whether you have an insurance policies that might cover your legal fees, or if the fees may be paid by someone else, for example a trade union. Litigation loans are also available in certain circumstances.
14. 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 a barrister directly without the benefit of any public funding that may be available to you.

Other Considerations about Costs

15. In civil cases costs normally "follow the event", i.e the party that loses pays the other side's costs. It follows that if your case is not successful, you will probably have to pay the costs of the other side. If you are successful, the other side may be made to pay your costs, but it does not follow that all of the fees that you have paid to the barrister instructed will be recoverable and you will have to pay the difference.
16. In employment cases, costs are not usually recoverable irrespective of which party is successful.

Availability

17. As barristers carry out all professional work personally, there may be times when the barrister instructed is not available to you. An example is where the barrister is in court for a day or for several days in a row. The barrister may be totally unavailable to all other clients during that time. If you are not able to contact the barrister directly you can leave a message with a member of chambers' staff and the barrister will respond as soon as possible.

Fees

18. The fees for any work undertaken will be set out in a covering letter (the Client Care Letter).

19. Under these terms, you are responsible for paying the fees set out in the covering letter. Fees are always payable in advance and the barrister will not undertake any work under the Public Access scheme unless paid in advance.

20. If you owe the barrister instructed any fees and do not pay them for more than three months after you receive a fee note, interest will be payable in accordance with the terms on the invoice provided.

Documents

21. It is agreed that:

- (i) The barrister instructed is entitled to keep copies of any documents you give him or her for their own professional records; and
- (ii) The barrister instructed will return all your original documents to you when he or she has carried out the work you have instructed him or her to do.

22. It is preferable for you to provide copies of documents rather than originals. However, if this is not possible, the barrister may make a reasonable charge to you for producing photocopies.

General obligations

23. The information which you give to the barrister instructed will be received in professional confidence. This means that the barrister 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 him or her to do so. The only exception is that statutory and other legal requirements may mean that the barrister has to disclose (i.e. reveal) your information to governmental or other regulatory authorities, e.g. organisations, whose rules the barrister must meet, without your consent and without telling you that he or she has made the disclosure. Statutory and legal requirements are rules or regulations that an individual must, by law, follow.

24. 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.

25. Guidance from the Bar Standards Board about instructing a barrister under the Public Access scheme can be found on the BSB Web Site at

https://www.barstandardsboard.org.uk/media/1543171/public_access_guidance_for_lay_clients.doc

Right to cancel

26. 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.

27. 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 recorded delivery post, fax or e-mail to the contact details provided on my letterhead.). You may use the attached model cancellation form, but it is not obligatory.

28. 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.

29. If you cancel this contract, I will reimburse to you all payments received from you. 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.

30. 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.

Complaints

31. It is hoped that you will be happy with the professional services provided. However, if you are not satisfied, you should first refer the matter either to the barrister instructed or to Chambers in line with Chambers' complaints procedure. A copy of Chambers' complaints procedure can be found on the website at: <http://www.e-chambers.co.uk>

32. If you are not happy with the barrister's reply or 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.

33. 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.

34. 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

35. 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>

36. Frequently Asked Questions concerning the new Legal Ombudsman can be found on the BSB’s website: <https://www.barstandardsboard.org.uk/complaints-and-professionalconduct/concerns-about-a-barrister/>

Elysium Chambers Eastham Hall, Eastham Village Road, Wirral CH62 0AF

T: 0151 328 1968
E: clerks@e-chambers.co.uk

Agreement to Public Access Instruction

I agree to the Elysium Chambers “Public Access Standard Terms – March 17”.

Eastham Hall, 109 Eastham Village Road, Wirral CH62 0AF

Client’s name (please print):

Date of birth:

Client’s address:

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Client’s signature:

Date: