



## Public Access Standard Terms - September 2014

**These standard terms apply to all Public Access Work carried out by members of 7 Harrington Street Chambers.**

### General

1. You are instructing an individual barrister from 7 Harrington Street 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.
- 8. Here are some examples of work that can be carried out by the barrister instructed on your behalf:
  - (i) Letters can be drafted on your behalf.
  - (ii) The barrister can appear on your behalf to argue your case at court.
  - (iii) If a witness statement is needed from you, the barrister can draft it from what he or she is told. The barrister may also be able to help finalise a witness statement from another person based on the information that person has provided.
  - (iv) The barrister can advise you on the need for expert evidence and on the choice of a suitable expert. However the barrister usually may not instruct an expert on your behalf. Expert evidence is evidence about a professional, scientific or technical matter provided by an individual with expertise in that area.
  - (v) Formal court documents can be drafted for you. However, the barrister cannot usually serve court documents on other parties or file them at court on your behalf. You will usually need to take responsibility for serving formal court documents on other parties and filing them at court. Serving court documents is the process by which papers relating to a case are put before the court or tribunal and the parties, eg individuals or organisations, involved in the case. This usually signals the start of formal proceedings.

- (vi) The barrister cannot go on the court record or provide his or her 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 usually be listed on the court record as a litigant in person. You will usually need to provide your own address as the 'address for service' of documents sent to you by the court and other parties.
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.

### **Legal Aid**

12. It is possible that you may be eligible for public funding or "legal aid" as it is usually referred to. However, barristers cannot do legal aid work unless they have been 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 arrangements relating to civil cases eg where you are in dispute with another individual or organisation and criminal cases eg where a crime may have been committed.
13. You can find out more information on the [www.gov.uk](http://www.gov.uk) website:

<https://www.gov.uk/community-legal-advice>

14. 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/eligCalc?execution=e2s1>
15. 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. Litigation loans are also available in certain circumstances.
16. A barrister can advise and represent under the Public Access Scheme if:
- (i) you make an informed decision not to seek public funding;
  - (ii) you make a public funding application, eg you have applied to get legal aid to help fund your case, that is rejected;
  - (iii) 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).
17. 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**

18. 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.
19. In family cases costs orders are less common, but you must appreciate that costs orders are sometimes made in the way that has been described for civil cases.
20. In employment cases, costs are not usually recoverable irrespective of which party is successful.

21. In criminal cases, a number of special considerations apply:
- (i) If you are wholly successful there is power for the court to order that your costs are refunded. However, they can only be refunded at legal aid rates and they cannot be refunded at all if you have not made an application for legal aid which has been refused.
  - (ii) If you are convicted of any or all of the charges that you face, the court can order you to pay the prosecution costs, which can be substantial and may involve you having to pay from your capital which can include your own home.
  - (iii) The normal rules relating to compensation, confiscation and fines will apply in your case in the ordinary way.

### **Availability**

22. 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**

23. The fees for any work undertaken will be set out in a covering letter.
24. 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 usually undertake any work under the Public Access scheme unless paid in advance.
25. 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 at 2% above the Barclays Bank base rate from 28 days of the date of the fee note.

### **Documents**

26. 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.

27. 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**

28. 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 (ie reveal) your information to governmental or other regulatory authorities, eg 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.
29. 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.
30. Guidance from the Bar Standards Board about instructing a barrister under the Public Access scheme can be found here:

[https://www.barstandardsboard.org.uk/media/1543171/public\\_access\\_guidance\\_for\\_individual\\_clients.doc](https://www.barstandardsboard.org.uk/media/1543171/public_access_guidance_for_individual_clients.doc)

### **Right to cancel**

31. 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.
32. 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 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.
33. 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.
34. 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.

35. 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

36. 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 at:

<http://7hs.co.uk/the-chambers-of-richard-pratt>

37. 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.
38. You must complain to the Ombudsman within six months of receiving a final response to your complaint from the barrister instructed or from 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.
39. 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](mailto:enquiries@legalombudsman.org.uk)  
Phone: 0300 555 0333  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

40. 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>

41. Frequently Asked Questions concerning the new Legal Ombudsman can be found on the BSB's website:

<https://www.barstandardsboard.org.uk/complaints-and-professional-conduct/concerns-about-a-barrister/>



**7 Harrington Street, Liverpool L2 9YH**  
**T: 0151 242 0707 www.7hs.co.uk**

Agreement to Public Access Instruction

I agree to the 7 Harrington Street “Public Access Standard Terms - September 2014”.

7 Harrington Street Chambers, 7 Harrington Street, Liverpool, L2 1XA

Client’s name (please print): .....

Date of birth: .....

Client’s address: .....  
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.....  
.....

Client’s signature: .....

Date: .....



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