

THIS LETTER IS AN EXAMPLE OF THE TYPE OF AGREEMENT THAT MIGHT BE REACHED IN A DIRECT ACCESS CASE AND IS HERE FOR ILLUSTRATIVE PURPOSES ONLY

Model client care letter (no intermediary): to the client

Thank you for your [letter of ...[insert date]] [phone call on ... [insert date]].

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 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 from a set of Chambers (barristers' offices).
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.
3. If the instructions include or are likely to include a brief for a specified day, add:] 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, with the help of my clerks, try my best to do the following.
 - (1) Warn you as soon as possible and ask you how you would prefer to continue. As a result, it would be helpful if you would give me a phone number where I would always be able to contact you.
 - (2) Suggest the name of another barrister within my 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.
 - (3) Help you find a barrister from other 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 I will carry out

4. The work you are instructing me to carry out is
5. If subsequent work is needed on this matter, there will be another letter of agreement between us.

6. 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.

The range of work I can carry out

7. 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 management of a case proceeding through a court.
8. Here are some examples.
 - (1) I can draft letters on your behalf and send them to another person.
 - (2) I can appear on your behalf to argue your case at Court.
 - (3) If a witness statement is needed from you, I can draft it from what you tell me. I may also be able to help finalise a witness statement from another person based on the information that person has provided.
 - (4) I can advise you on the need for expert evidence and on the choice of a suitable expert, However I may not instruct an expert on your behalf.
9. As you are instructing me without a solicitor, you must be sure that:
 - (1) you are able to do whatever is necessary for those matters that I cannot deal with; or
 - (2) you have made an arrangement with another person of suitable competence and experience to provide these services for you.

Circumstances when I may not be able to act for you

10. In all my professional work I must follow the Bar Code of Conduct. As a result, 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.
11. [In the case of a client who is a natural person and whose circumstances suggest that he might be within the financial scope of public funding.] 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.

My availability

12. As I carry out all my professional work personally, there may be times when I am not available to you. For example, if I am in court for a day or for several days in a row, I may be unavailable to other clients during that time.

Fees

13. [Option 1: My fee for the advisory and drafting work described in paragraph ... will be a fixed fee of £.... plus VAT. You and I agree that I will not send to you the work you have instructed me to draft until you have paid the fee.]

[Option 2: My fee for accepting the instruction to appear as an advocate on the occasion described in paragraph ... will be £.... plus VAT. You and I agree that I will not go to the hearing unless you have paid the fee in advance. If for any reason the case takes longer than one day, I will charge an extra fee of £ ... per day plus VAT.

[Option 3: At the moment, I do not know how much work will be involved in your instructions. As a result, I cannot quote you a fixed fee at this stage. So I will charge you on a time basis at £... an hour plus VAT. I will not carry out work that will cost you more than £... plus VAT without your permission. When I have finished the paperwork you have instructed me to draft, my clerk will tell you how much the fee is. You and I agree that I will not send you the work until you have paid the fee.]

14. Under this contract, you are responsible for paying my fees.
15. 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 2% above Barclays Bank base rate from 28 days of the date of the fee note.

Documents

16. 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.

General obligations

17. 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 and to do so without first obtaining your consent to such disclosure or telling you that I have made it.
18. 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

19. I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should first refer the matter either to me or to my Chambers in line with my Chambers' complaints procedure. If you would like a copy of the complaints procedure, please ask me.

20. If you are not happy with my reply or my Chambers' reply then you can contact the Legal Ombudsman (as long as you complain to the Legal Ombudsman within 12 months of discovering that there was a problem). The contact details are as follows:

Legal Ombudsman
PO Box 15870,
Birmingham
B30 9EB

Email: enquiries@legalombudsman.org.uk

Phone: 0300 555 0333

Frequently Asked Questions concerning the new Legal Ombudsman can be found on the Bar Standards Board website:

<http://www.barstandardsboard.org.uk/complaintsofprofessionalmisconduct/howtoexplainaboutabarrister/>

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