

Neil Addison (Barrister)
Standard Client Care Letter and Terms of Business
(Direct Access Clients)

I am pleased to accept instructions from you on the terms set out in this PDF letter which has either been sent to you attached to an Email or has been downloaded by you from my website. It is important that you understand what these terms are and that you confirm that you agree to them.

This is a standard document given to Direct Access clients when I am first instructed by them. If you instruct me to act for you again then the terms set out in this letter will also apply to those future instructions unless I inform you differently in connection with any particular piece of work.

Clauses 4 and 13 of this standard letter deal with the specific work you require and the fee to be charged for it. Because the work and the fee will differ from case to case I will specify them separately in an email or letter. Each time you instruct me I will deal with those two matters in a separate email or letter but the rest of the terms set out in this PDF letter will continue to apply.

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). You will deal with me primarily through Email and I will NOT provide professional legal advice over the telephone

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, 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 you are wanting me to represent you in a Court or Tribunal then you must understand that 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.
- (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 would give me a phone number where I would always be able to contact you.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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
SET OUT IN A SEPARATE EMAIL OR LETTER
5. If subsequent work is needed on this matter, that will be set out in another email or letter 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 barrister work

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.
- (i) 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.
 - (ii) If 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.
 - (iii) 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.
9. As you are instructing me without a solicitor, you must be sure that:
- (i) you are able to do whatever is necessary for those matters that I cannot deal with; or
 - (ii) 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.

Legal Aid, Legal expenses Insurance etc

- 11.
- (i) If you are an individual and not an organisation then you may be able to obtain public funding (Legal Aid) to help you with the costs of your case. 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.

- (ii) If you are a member of a Trade Union they may also be able to help you with legal costs and you should contact them. If your Trade Union is able to help you they may require you to use a Solicitor nominated by them.
- (iii) If you have personal or property insurance policies you should check to see whether they provide any legal expenses Insurance or other cover to help you pay your legal fees. If you do have such insurance cover then the Insurance Company may require you to use a Solicitor nominated by them.

My availability

- 12.** As I carry out all my professional work personally, there will 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 totally unavailable to all other clients during that time.

Fees

- 13.** My fee for the work you are asking me to do is
SET OUT IN A SEPARATE EMAIL OR LETTER
If any subsequent work is needed on this matter, the fee for that work will be set out in another email or letter between us.
- 14.** You are responsible for paying my fees. I am required to charge VAT on any fee I charge ie a fee of £200 will be charged as £200 plus £35 VAT making a total of £235.
- 15.** If you owe me any fees and do not pay them for more than one month 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:
- (i) I am entitled to keep copies of any documents you give me for my own professional records; and
 - (ii) 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 satisfied with the professional services I provide. However, if you are not satisfied, you should first raise the matter with me to see if we can resolve matters amicably. If we are not able to do this then you can make a formal complaint to

General Council of the Bar
289-293 High Holborn
London
WC1V 7HZ.

www.barcouncil.org.uk

20. I am however always willing for any complaint you may have to be referred to an Arbitrator or a Mediator appointed by the Leader of the Northern Circuit of the Bar

www.northerncircuit.org.uk

I confirm that I am prepared to accept the decision of such an Arbitrator as final and binding on me. You have the choice whether you wish to accept such binding arbitration or not.

NEIL ADDISON (Barrister)