

Date: []

Dear []

TERMS OF WORK FOR PROVISION OF LEGAL SERVICES TO []

(“THE CLIENT ”)

1. Thank you for agreeing to instruct Patrick Cannon (“the Barrister”) under the public access scheme. Please use this link to read a copy of the [Public Access Guidance for Lay Clients](#) published by the Bar Standards Board
2. I am including in the Schedule to this letter the “Terms for Public Access Work”. The terms set out in this letter and the Schedule are together referred to as the “Full Terms”.
3. The Barrister is pleased to accept instructions from the Client on the Full Terms. It is important that you understand the Full Terms as they will form a contract and govern the terms upon which the Barrister agrees to act.

The work to be carried out

4. The work the Client is instructing the Barrister to carry out relates to your email on [] re [] and is specified in clause 5 below. By instructing the Barrister you accept that the advice given may be either that a claim or appeal should not be made or that there are grounds to make a claim or appeal but that ultimately it might not succeed and that it is only by reviewing the facts and considering the relevant statutory rules and case law that the Barrister can arrive at an opinion.
5. The Barrister agrees to carry out the following work under the Full Terms for a fixed fee of £[]

(plus VAT):

(a) []

The fee for this work will be payable in advance of the work.

6. If subsequent work is needed on this Matter, there will need to be another letter of agreement. Because the Barrister carries out all the work personally and cannot predict what other professional responsibilities he may have in the future, he cannot at this stage confirm that he will be able to accept instructions for all subsequent work that may be required by the Client's case but would expect to be able to do so.
7. Further work relating to the Matter will be charged for at a fixed fee which will be agreed with the Client prior to work being undertaken.
8. If you require further work such as a computation of the SDLT liability and have not already requested this, please inform us prior to signing the terms and making payment as we will need to revisit the fee quote to reflect this additional work.
9. Please note that unless provided for in the Full Terms, the agreed fee does not include any introductory discussion with you and any follow up questions in relation to the advice supplied will be treated as further work and a suitable fee will need to be agreed for this work, unless the questions relate solely to clarification of the advice already given.

Limitation of liability

10. Please note that the Client is the person instructing the Barrister and no liability to any other person is accepted. The Barrister does not assume any responsibility to any person other than the Client in respect of the legal services he provides in relation to the Matter. No person other than the Client is entitled to rely on the Barrister's advice for any purpose whatsoever. Any person other than the Client who is privy to the Barrister's advice, should seek independent advice. If any person other than the Client relies on the Barrister's advice for any purpose whatsoever that person does so at their own risk.
11. The Barrister currently has professional indemnity insurance in the sum of £20 million with the Bar Mutual Indemnity Fund and TLO Insurance Services ("the Insurance") and although the level of cover is subject to possible change in the future, it is anticipated that it will be maintained at this level (at a minimum) for at least six years. That is, however, based upon an assumption that the availability and cost of such insurance is not subject to significant change. The terms of the Insurance can be provided upon request.

12. Please note that Clause 5 of the Schedule limits liability. Save to the extent that any liability (including interest and costs) will be indemnified under the Insurance at the time of claim the Barrister accepts no liability (however that liability arises and including but not limited to the tort of negligence) to the Client or any person relying on the Barrister's advice, any documentation settled pursuant to it or any other matter arising out of or in any way related to the performance or contemplated performance of the instructions upon which the advice is given. There is no liability for advice not confirmed by the Barrister in writing (eg by approving a note of conference, or by an Opinion). An additional fee will be charged for that work.
13. Nothing in this letter excludes or restricts any liability for a) fraud or fraudulent misrepresentation or b) death or personal injury caused by the Barrister's negligence.
14. Should you have any issues with the basis upon which the Barrister offers his services, please let the Clerk or the Barrister know, and we can discuss the matter. Please note, however, that any alteration in the above terms is likely to be reflected in the fees charged.

Regulatory requirements

15. The Barrister is required to inform you that in undertaking work in accordance with the public access scheme, the Barrister is subject to Parts 2 and 3 of the Bar Standards Board Handbook and in particular rules C25 (which requires a barrister to cease to act in certain circumstances) and C26 (which permits a barrister to cease to act in certain circumstances). The impact of this is explained in the attached guidance.

You should also be aware that:

16. The Barrister is required to consider from time to time whether it is in the best interest of the Client or the interests of justice that the Client instruct a solicitor or other professional. Further information on this is contained in the Code of Conduct in the BSB Handbook which is available here: <https://www.barstandardsboard.org.uk/for-barristers/bsb-handbook-and-code-guidance/the-bsb-handbook.html>
17. The Barrister is self-employed, is not a member of a firm and does not take on any arranging role. In this respect, please note that the members of Cannon Chambers are each self-employed individuals. There is no relationship of partnership or employment between them.
18. The Barrister cannot do legal aid work unless he has been instructed by a solicitor. If you wish to discuss legal aid further before making a decision about whether to instruct the Barrister, please let us know.

Conduct of litigation

19. The Barrister has an extension to his practising certificate under which he is permitted to undertake the conduct of litigation. This means that the Barrister can when relevant:
- (a) issue or acknowledge applications or proceedings;
 - (b) accept service of documents on your behalf; or
 - (c) file or serve certain documents on HMRC, or any other party.
20. The Client will be responsible for ensuring that formal documents that must go to the Tribunal, HMRC or any other person are delivered on time. The Client will also be responsible for receiving documents from other persons, and ensuring that these are provided to the Barrister as soon as possible after they have been received.

Prohibitions

21. The Barrister is not permitted to:
- (a) receive or handle money on your behalf, or make disbursements on your behalf;
 - (b) manage your tax (or other affairs) generally; or
 - (c) instruct any other professional on your behalf.

This means that if there is a cost arising out of your case (e.g. court fees) you will have to pay these directly yourself.

Contacting us

22. You can contact the clerks at Cannon Chambers Limited by
- e-mail: Abi@cannonchambers.co.uk
 - by telephone: [020 4539 6731](tel:02045396731)

They will be happy to pass on any messages to the Barrister.

23. The Barrister will aim to respond to any email you send within 48 hours of receiving it.

Provision of documents to the Barrister

24. When the Barrister does not act as a recipient of correspondence on your behalf, it will be necessary to have arrangements in place for copies of all relevant documents to be provided to the Barrister.
25. These should be provided within five working days of the date shown on the document in order to deal with them appropriately.

26. Please do not send original documents. Documents will be accepted in hard copy form or soft copy form if scanned and emailed to us.
27. If there are any concerns about whether or not the Client will be in a position to carry out these tasks in the necessary timeframe, please let the Barrister know so we can discuss whether or not the Barrister is able to take your case.

If you are dissatisfied with the service you receive

28. If, for any reason, you are unhappy with the service you receive Cannon Chambers Limited has a complaints process that you may follow. Further details about what to do if you have a complaint are set out at clause 13 of the Schedule.

Right to cancel

29. You have the right to cancel this contract within 14 days without giving any reason.
30. The cancellation period will expire after 14 days from the day on which the contract is entered into.
31. To exercise the right to cancel, you must inform the Barrister of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email to the contact details provided on my letterhead).
32. 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.

Effects of cancellation

33. If you cancel this contract, the Barrister will reimburse to you all payments received from you.
34. The Barrister will make the reimbursement without undue delay, and not later than 14 days after the day on which the Barrister was informed about your decision to cancel this contract.
35. The Barrister 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.
36. If the barrister has begun the performance of services during the cancellation period, you shall pay the Barrister an amount which is in proportion to what has been performed until you have communicated to the Barrister your cancellation from this contract, in comparison with the full coverage of the contract. This is subject to clause 10 of the Schedule.

Conclusion

37. Please read this letter and the Schedule carefully. If you are happy for the Barrister to take on this work on these terms, please indicate so by signing and dating this document where indicated at the end either by printing your name or using an electronic signature or by printing off a copy and signing in ink and then returning a copy of the same by e-mail. Upon you indicating your acceptance a legally binding contract will exist between you and the Barrister.
38. If you do not understand any of the terms in this letter and attachment, you should ask us to clarify or explain them.

Yours sincerely,



For and on behalf of Patrick Cannon

SCHEDULE

PATRICK CANNON: Terms of Work for Public Access Work

1. Definitions

In these Terms of Work:

- 1.1. **“Cannon Chambers Limited”** means the barristers chambers practising in a virtual setting at

www.cannonchambers.co.uk

- 1.2 **"Instructions"** means the instructions provided by you to the Barrister.

- 1.3. **“The Bar Standard Conditions”** means the Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons.

- 1.4. Terms defined in the Bar Standards Conditions have the same meaning in these Terms of Work.

2. Incorporation of the Bar Standard Conditions

These Terms of Work incorporate the Bar Standard Conditions with the following modifications:

- 2.1. References to “the Authorised Person” shall mean the person instructing the Barrister to provide the Services under public access.
- 2.2. “The Agreement” means the agreement on the terms of these Terms of Work.
- 2.3. The following shall be added as Condition 15.3:

“15.3 If any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if its scope of operation were reduced, then the provision in question will apply with such minimum diminution in the scope of its operation as is necessary to make it valid and enforceable”.

3. Additional terms relevant to Public Access

- 3.1. The Barrister is the only person you are instructing and will personally do all the work needed under this arrangement. The Barrister is a self-employed barrister, practising from a virtual chambers. A virtual set of Chambers is a collection of independent self-employed barristers practising remotely online and/or through telephone rather than a traditional brick and mortar setting.
- 3.2. The Barrister has carefully considered the instructions and hereby confirms that they have sufficient experience and competence to undertake the work.
- 3.3. If for any reason the Barrister cannot carry out all the work you are instructing them to do, or if the Barrister wants to suggest that another barrister (instead of the Barrister, or as well as the Barrister) carries out the work for you, this may be proposed and you will be provided with an explanation as to why this suggestion has been made. However, another barrister will not carry out work for you unless and until you have agreed to this.
- 3.4. There may be times when professional commitments clash. If the Barrister identifies a possible clash and is unable to work on your case the Barrister will do their best to:
 - 3.4.1. 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 provide a telephone number on which you can always be contacted.
 - 3.4.2. Help you find a barrister from other Chambers if there is not a suitable barrister within Cannon Chambers Limited or if you do not want Cannon Chambers Limited to continue working on your case.
 - 3.4.3. Discuss with you the costs of using another barrister.

The Barrister will withdraw acceptance of your Instructions where they consider that they are unable to comply with any money laundering or other regulatory obligation in relation to you or your case. Where acceptance is withdrawn, the Barrister will not incur any liability to you.

- 3.5. If the Barrister withdraws acceptance in accordance with Condition 3.5 above, you shall be liable for fees in respect of work done before the withdrawal of acceptance notwithstanding that by reason of inability to comply with any money laundering or other regulatory obligation the Barrister has not provided Services.

4. Withdrawal of acceptance of Instructions by reason of failure to comply with Money Laundering Regulations

- 4.1. If a Barrister withdraws Instructions in accordance with Condition 4.4 of the Bar Standard Conditions, the Client shall be liable for fees in respect of work done before the withdrawal of Instructions notwithstanding that by reason of failure to comply with the Money Laundering Regulations the Barrister has not provided Services.

5. Limitation of liability to Insured Amount

- 5.1. The Barrister shall not be liable to the Client or to any other person, as a result of any loss or damage of whatsoever nature suffered or arising directly or indirectly in consequence of the Services, to pay any amount which would or might be otherwise payable by way of damages and costs as a result of any such loss or damage, beyond the Insured Amount.
- 5.2. In a case where a claim is made against the Barrister by more than one person, the Barrister's aggregate liability to pay any such amount by way of damages and costs shall be restricted to the Insured Amount. As between two or more such claimants, their claims to damages and costs shall have priority in the order in which they are made.
- 5.3. In this clause "the Insured Amount" is the greater of:
 - 5.3.1. The amount which the Barrister is actually entitled to recover and does in fact recover in respect thereof from the Barrister's professional indemnity insurers (after allowing for any sum recovered in respect of costs).
 - 5.3.2. In a case where the Barrister has failed to insure with Bar Mutual Indemnity Fund Ltd in accordance with the requirements of the Code of Conduct, the amount which the Barrister would be entitled to recover had the Barrister so insured (after allowing for any sum recovered in respect of costs).
- 5.4. This clause is without prejudice to clause 6 of these Terms and condition 10 of the Bar Standard Conditions.

6. Total exclusion of liability where advice not confirmed in writing

- 6.1. The Barrister shall not be liable to the Client or to any other person, as a result of any loss or damage of whatsoever nature suffered or arising directly or indirectly in consequence of advice given orally by the Barrister, to pay any amount which would or might be otherwise payable by way of damages and costs as a result of any such loss or damage, unless that advice is confirmed in writing by an Opinion or note settled by the Barrister.
- 6.2. This clause is without prejudice to clause 5 of these Standard Terms and condition 10 of the Bar Standard Conditions.

7. The work to be carried out

- 7.1. The work to be carried out is set out in the cover letter.
- 7.2. The range of work the Barrister can carry out on a public access basis includes:
 - 7.2.1. drafting letters on your behalf;
 - 7.2.2. appearing on your behalf to argue your case at court;
 - 7.2.3. if a witness statement is needed from you, the Barrister can draft it from what you say, and may also be able to help finalise a witness statement from another person based on the information that person has provided;
 - 7.2.4. advising you on the need for expert evidence and on the choice of a suitable expert; and
 - 7.2.5. drafting formal court documents for you.
- 7.3. The Barrister cannot go on the court record or provide an 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.
- 7.4. By agreeing to these terms you agree to provide any document served on you, or otherwise sent to you, by any party to proceedings which are the subject matter of the Services or any court or tribunal within five working days of receiving them.
- 7.5. By agreeing to these terms you confirm that you are competent and able, or have made an arrangement with someone who is competent and able, to carry out the tasks outlined above in the timeframe stated.

- 7.6. The Barrister, must follow the Bar Code of Conduct. That code of conduct requires the Barrister to consider whether a solicitor needs to be instructed in your own interests. If there comes a point at which the Barrister considers that you need a solicitor they will no longer be able to act for you without the involvement of a solicitor. If the Barrister believes such a situation is likely to arise they will give you as much notice as possible.

8. **Legal Aid**

- 8.1. It is possible that you may be eligible for public funding or “legal aid” as it is usually referred to. However, the Barrister 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 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.
- 8.2. You can find out more information about legal aid on the www.gov.uk website: <https://www.gov.uk/community-legal-advice>
- 8.3. 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:

<https://www.gov.uk/legal-aid/check-legal-aid>

- 8.4. 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.
- 8.5. The Barrister can advise and represent you if:
- 8.5.1. you make an informed decision not to seek public funding;
 - 8.5.2. you make a public funding application, eg you have applied to get legal aid to help fund your case, that is rejected; or
 - 8.5.3. 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).

- 8.6. 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 Barrister without the benefit of any public funding that may be available to you

9. Fees

- 9.1. The fees for this work are set out in the cover letter.
- 9.2. Under these terms, you are responsible for paying the fees set out in the cover letter.
- 9.3. If you owe the Barrister any fees and do not pay them for more than three months after receipt of a fee note, interest will be payable at 2% above the Bank of England base rate from 30 days of the date of the fee note.

10. Cancellation

- 10.1. Your right to cancel is set out in the cover letter.
- 10.2. 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 the Barrister will ask you to confirm that you understand you will lose your right to cancel).

11. Documents

- 11.1. By accepting these terms, you agree that the Barrister is entitled to keep copies of any documents you provide for their professional records.
- 11.2. You agree to provide the Barrister only with copies (not original documents) of the documents relevant to your case.
- 11.3. In the event that you fail to provide copies and in fact provide the original documents the Barrister:
- 11.3.1. may make a reasonable charge to you for producing photocopies; and
- 11.3.2. shall not be obliged to return the original documents to you, nor shall the Barrister be liable for any loss arising out of the loss of original documents.

12. General obligations

12.1. The information which you provide will be received in professional confidence. This means that the Barrister must maintain the confidentiality of any information you have shared with them and can only tell others about it if you give your consent 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 they have made the disclosure. Statutory and legal requirements are rules or regulations that an individual must, by law, follow.

12.2. 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.

13. Complaints

13.1. If you are not satisfied with the Services, you should first refer the matter either to the Barrister or to Cannon Chambers in line with its complaints procedure.

13.2. If you are not happy with the reply you receive 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.

13.3. You must complain to the Ombudsman within six months of receiving a final response to your complaint (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.

13.4. For further details about how to make a complaint to the Legal Ombudsman, including guidance about the scheme rules 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

A guide to the scheme rules can be found on the Legal Ombudsman's website at:

<https://www.legalombudsman.org.uk>

14. Electronic Communication

- 14.1. A Barrister may send advice and other emails relating to the Services in unencrypted form, unless otherwise instructed in writing, notwithstanding clause 6.1.2 of the Bar Standard Conditions.

15. Payment in advance

- 15.1. If the Barrister's fees are paid in advance, beneficial ownership of the money shall pass to the Barrister on receipt of the payment.
- 15.2. If it is agreed that:
- 15.2.1. A Barrister's fee for any work will be charged according to the time spent on it, but
- 15.2.2. the Barrister will be paid a fixed fee in advance for it, and
- 15.2.3. when the work has been done, the Barrister will pay the client any difference between that fixed fee and the fee which has actually been earned the barrister will not hold the difference between the fixed fee and the fee which has been earned on trust for the client, but will be subject to a contractual liability to make the appropriate refund

Client name:

Signed:.....

Date:.....

 Cannon Place, 78 Cannon Street, London, EC4N 6HN

 020 4539 6731

 info@cannonchambers.co.uk

Barrister Regulated by the Bar Standards Board

