

By e-mail to

Date: *****, 20...

Reference: *****

Re: *****

Dear [xxx],

Thank you for your [letter/Fax/E-mail] of [insert date] [phone call on [insert date]]. I have enclosed a copy of the Bar Standard Board's (BSB) guidance for lay clients, available on www.barstandardsboard.org.uk which explains how the public/direct access scheme works. I confirm that your instructions to me will fall within that general category.

I would be pleased to accept instructions from you on the terms set out in this letter and attachment. It is important that you understand my full terms as they will form a contract between us enabling me to provide you with the advice and assistance you seek.

I thought it would be helpful to set out the work that I will carry out for you and the fees that I will charge for this work.

❖ The work I will carry out

The work you are instructing me to carry out is :

[If a note of fees is issued and paid, that will confirm the nature of the Instructed work and the Fee structure agreed between the client and Peter Harris

The note of fees contains the financial terms and transfer details payment of a note of fees implies acceptance]

(This is referred to as 'The Instructed Work')

re:

[Date].../...

If subsequent work is needed on this matter, after completion of the Instructions, there will be another letter of agreement between us. 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 confirm that I will be able to accept instructions for all subsequent work that may be required by your case.

Please note that as I practice in the international law and tax field, and advise on the law, private international and conflict laws and customs of several jurisdictions, this letter has been drafted within the spirit of the Bar Direct Access standards, to which as a Barrister I am subject, but has required adaptation to address certain areas which by experience we know to be outside the mainstream of domestic instructions to an English Barrister for such non-litigation advice within the United Kingdom.

❖ My fees for this Instructed Work

There is no VAT payable as I do not practice from a VAT base within the United Kingdom. My Chambers are in Jersey, Channel Islands, and services of this type provided to clients outside the Island are exempt from Jersey GST (Goods and Services Tax).

My hourly rate is currently £ 480 for Direct Access work

*[One of these options will be proposed, normally option 2 which enables a range of fees with a "ceiling" arrangement
Option 1: My fee for the [advisory and drafting] / [declaration] work described above will be a fixed fee of £,.... . You and I agree that I will not send to you the work until you have paid the fee.]*

Option 2 My fee for the advisory and work described above (Instructed work) will be a fee of £,...., payable in advance. That represents an estimated Hours time. I also allow for a further call on fees within an agreed range of time where I am not able to predict the amount of work involved, owing to, for example, its international nature, and changes in information which come to light. If for any reason, I am unable to complete the work concerned within the lower range to the estimate.

In this case, the scale is the fee payable in advance of £, with a possibility of a further call on fees up to a total amount of £, In signing this letter, or if you fail to sign and return it, you agree that I can make a further call on fees within the scale, and that I do not need to issue a further letter. These have been calculated by reference to the hourly rate of £480.

This will provide you with a summary of the position, as I understand it from the information which you have provided, and outline advice as to the next steps to be taken, if any, and an outline of the costs of the further advice or action you may wish to instruct me to give you or to undertake on your behalf.

I will account for the time expended on that work at an hourly rate of £ 480.

re:

[Date].../...

In the event that I am able to provide the advice and work within the time scale allocated to the file, I am required to reimburse any difference between the time expended and the amount you have paid, if and to the extent that there is a balance in your favour.

In the event that a matter comes to my attention in the initial instructions which requires attention, which arises frequently in international issues, I may ask for a further amount of fees as a "top up" to be able to complete the initial advice. However, this will be subject to your agreement.

OR

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. I will therefore 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.

Generally in urgent work, Option 2 will be the basis of engagement]

❖ British Legal Aid

Legal Aid is generally not available for the type of work I undertake. I am required under Direct Access to point out that it is important that you understand that, were legal aid to be applicable, I cannot do legal aid work unless I have been instructed by an English solicitor. If you wish to discuss British legal aid further before making a decision about whether to instruct me, please let me know.

❖ If you are dissatisfied with the service you receive:

If, for any reason, you are unhappy with the service you receive, my Chambers has a complaints process that you may follow. Further details about what to do if you have a complaint are set out in my terms. I assure you that we treat the possibility of complaints seriously, and will make every effort to assist during instructions so please do not hesitate to ask if you feel that you have not understood.

Note that if you require the Instructed Work from me without returning this letter to me signed and dated, the implied contract between us will be that contained in this letter and the terms and conditions attached, and will be fully enforceable.

Please also note that this advice will fall with the area where I am required to hold Client Due Diligence and Money Laundering information. I will not be bound to give or to continue to give you advice or assistance in the event that the particulars and information supplied are incorrect or insufficient. I am subject both to the Bar Council and Bar Standards Board Rules and also to those of the Jersey Financial Services Commission.

re:

[Date].../...

Please read this letter and my full terms carefully. If you are happy for me to take on the Instructed Work and agree with my terms please sign and date the enclosed copy of this letter, in the box on the last page and return it to me. In the event that you proceed without having first sent me the signed copy, this letter and the terms and conditions attached will constitute our agreement. If you do not understand any of my terms, you should therefore ask me to clarify or explain them.

Yours sincerely

Peter Harris

Barrister in overseas practice

LL.B. (Hons.) Dip. ICEI (Amsterdam)

Revenue Bar Association, Mediator

E: peter.harris@overseaschambers.com

These standard terms not binding unless signed or referred to as such in an Overseas Chamber's Note of Fees

re:

[Date].../...

Attachment:

My terms and conditions for individual, partnership and corporate clients are as follows:

14. I am the only person you are instructing and I will personally do all the work needed under this arrangement. I am a self-employed barrister, I may practise with other barristers from a set of Chambers, which houses the administration of my practice. You may also be in contact with the person acting as my offshore clerk, who may be contacted at the numbers above, also provided on the Overseas Chambers Website www.overseaschambers.com.

15. I have carefully considered the instructions and can confirm that I have sufficient experience and competence to undertake the Instructed Work in the area concerned.

16. 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 and explain why I have made this suggestion. However, another barrister will not carry out work for you unless and until you have agreed to this.

17. NB: If the instructions include, or are likely to include, a brief for a court attendance within the British Isles or abroad, for a day to be specified, there may, in theory, be times when my professional commitments clash. If I identify a possible dash of commitments and I am unable to work on your case I will do my best to:

- (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 and my Clerk a telephone number on which I will always be able to contact you;
- (2) Help you find a barrister from other chambers, also, if you do not want my Chambers to continue working on your case.
- (3) Discuss with you the costs of using another barrister.

❖ The Instructed Work I will carry out

18. The Instructed work you are instructing me to carry out is set out in my cover letter ("the Instructed Work").

19. If subsequent work is needed on this matter, once the Instructed Work has been completed, and I am available to do the extra work, there will need to be another letter of agreement between us.

❖ The range of work I can carry out

re:

[Date].../...

20. 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 organisation or management of a case proceeding through a court.

21. I am required to give you some examples of work I can carry out as a Barrister within the United Kingdom, and elsewhere, in addition to the advisory work and assistance you are asking me to provide.

(1) I can draft letters on your behalf, on the occasions in litigation where I am unable to send these under my own letterhead .

(2) If necessary can appear on your behalf to argue your case at a court, tribunal or before an administration .

(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. Expert evidence is evidence about a professional, scientific or technical matter provided by an individual with expertise in that area. For example, you may need a form of opinion on foreign law from a foreign lawyer, competent in that law.

(5) If the Instructed Work involves Court litigation, I can draft formal court documents for you. However, I cannot serve court documents on other parties or file them at court on your behalf. You will 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.

(6) I cannot go on the court record or provide my 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). If there is any litigation involved, and no solicitor is instructed to handle the case, 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.

22. 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

23. As a barrister, I must follow the Bar Code of Conduct. That code of conduct requires me to consider whether a solicitor needs to be instructed in the English and Welsh jurisdiction, in your own interests. If there comes a point at which I consider you need a solicitor I will no longer be able to act

re:

[Date].../...

for you without the involvement of a solicitor. If I foresee that situation arising, I will give you as much notice as possible.

❖ Legal Aid (British)

24. Albeit unlikely in the area in which I practice, it is possible that you may be eligible for British public funding or "legal aid" as it is usually referred to. However, as a barrister I cannot do British legal aid work unless I 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 in criminal cases eg where a crime may have been committed.

25. You can find out more information on the www.gov.uk website: <https://www.gov.uk/community-legal-advice>

26. If you wish to be assessed for legal aid for a British 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=e2sl>

27. If you do not qualify for British 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. However, I will rarely accept instructions on that basis.

28. I can therefore advise and represent you if:

1. you make an informed decision not to seek public funding;
2. you make a public funding application, eg you have applied to get legal aid to help fund your case, that is rejected;
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).

29. 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 me without the benefit of any public funding that may be available to you. In addition, you are contracting with me directly, and not through any form of civil legal insurance. If you have such insurance, you will remain fully responsible for the payment of my fees and disbursements (expenses), and you will need to recover your payment to me of these from your Insurer.

❖ My availability

re:

[Date].../...

30. 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 totally unavailable to all other clients during that time. If you are not able to contact me directly you can leave a message with my clerk and I will respond as soon as possible.

❖ Fees

31. My fees for this work are set out in my cover letter.

32. Under these terms, you are responsible for paying the fees as set out in my cover letter.

33. 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 the Barclays Bank base rate from 28 days of the date of the fee note.

❖ Documents

34. You and I agree that:

(1) I am entitled to keep copies, including in digital form 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 am not required to return digitalised documentation such as pdf.

35. I would prefer, subject to internet confidentiality issues, that you give me digital copies of documents rather than originals.

However, if this is not possible, I may make a reasonable charge to you for producing photocopies of any originals you send. It may also be necessary for me to see originals, so that I can copy them and then return them to you.

❖ General obligations

36. The information which you give me will be received in professional confidence. This means that I 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 me to do so. The only exception is that statutory and other legal requirements may mean that I have to disclose (i.e. reveal) your information to governmental or other regulatory authorities, e.g. organisations and the Jersey Financial Services Commission, whose rules I must meet, without your consent and without telling you that I have made the disclosure. Statutory and legal requirements are rules or regulations that an individual must, by law, follow.

37. This contract will be governed by English law, and any dispute will be subject to the jurisdiction of the Jersey courts, unless I choose the English Courts. Jurisdiction means the power and authority of

re:

[Date].../...

a court or tribunal to determine the outcome of a case and impose sanctions or penalties on those involved.

❖ Complaints

38. 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. A copy of my Chambers' complaints procedure is attached.

39. If you are not happy with my reply or my 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.

40. You must complain to the Ombudsman within six months of receiving a final response to your complaint from myself or from my 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.

41. 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

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-ourrevised-Scheme-Rules.pdf>

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/>

re: _____ [Date].../... _____

Client's full name (please print)*

Client's date and place of birth

Client's passport or ID number

Client's address:

Client's signature.

Date.

Note that original certified copies will be required of the following document:

- Passport or official photographic ID
- Two utility or rates bill,
- [Mobile telephone statements not accepted unless invoiced in a fixed "landline" telephone.]

These standard terms not binding unless signed or referred to as such by an Overseas Chamber's Note of Fees