

# Bullen Chambers Regulated by the Bar Standards Board

**Registered Public Access Barrister and Litigation Accredited**

E: [bullenchambers@gmail.com](mailto:bullenchambers@gmail.com) T: 01722 742204 - M: 0722120619

Client Care Letter, incorporating the terms and conditions governing public access clients and Barrister Mary Bullen.

## **Client Care Letter for new instruction**

Dear

Thank you for your further your re-instruction.

I would be pleased to accept instructions from you on the terms set out in this letter and attachment (Appendix A below). It is important that you understand my full terms, as they will form a contract between us. Please read them carefully.

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 will be clearly listed below following/or in line with the client's instruction.**

Any further works and related fees that are subsequently agreed will be set out in another Client Care Letter like this one.

Fees are all payable in advance of commencement of the delivery of services.

If you are happy for me to take on this work and agree with my terms, please sign the enclosed copy of this letter in the space provided in the attachment and return both the letter and the attachment to me. If you do not understand any of my terms, you should ask me to clarify or explain them.

## **If you are dissatisfied with the service you receive**

I am required to comply with the Code of Conduct in the BSB Handbook – details of where you can access this are set out in my terms. If for any reason you are unhappy with the service you receive, my Chambers has a complaint process that you may follow. It is set out in Appendix C below.

In the event that we are unable to resolve any complaint through the first-tier complaints process and/or both parties agree, you have the right to resolve any complaint dispute with an ADR approved body (for example Legal Ombudsman and /or the Ombudsman Services at <http://www.ombudsman-services.org>).

**Right to cancel**

If you are instructing me as a private individual you have the right to cancel this contract within 14 days of signing it. Under the Consumer Contract Regulations 2013 the cancelation may be given without giving any reason. However, once services have been performed and or partially performed then the right to cancel is deemed to be over in respect of those performed services. Please see paragraphs 24-25 at page 5 of this letter. Subject to that, if you cancel this contract I will reimburse all payments received from you in relation to the work covered by this contract within 14 days of being informed about your decision to cancel this contract.

That said, I hope you will be satisfied with the service provided and look forward to working with you.

Subject to your right to cancel, payment of the fee referred to above will be taken as confirmation that you accept and agree to be bound by the terms of this letter and Appendix A below.

**Mary Bullen**

The Chambers of Mary Bullen

**Signature of client:** .....

**Print Name** ..... **Date:** .....

## **APPENDIX A**

### **MY TERMS**

1. 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, although I practice with other barristers from a set of chambers. A set of Chambers is a practice where a collection of independent self-employed barristers share premises and administrative costs.
2. I have carefully considered the instructions and can confirm that I have sufficient experience and competence to carry out the work.
3. 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 chambers director 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.
4. If these instructions involve litigation they will be undertaken on the basis that you are and will remain a litigant-in-person. This means that you will be responsible for carrying out most of the dealings with the court and other parties to the litigation which I cannot carry out for you. If you are to cease to be a litigant in person then it will be necessary to instruct a solicitor to act for you unless we reach a separate agreement. For further details of what this means please see Paragraph 9 and 10 below.
5. If the instructions include or are likely to include a brief for a specified day then there may be times when my professional commitments clash. If I identify a possible clash of commitments and I am unable to work on your case I will do my best to:
  - (a) 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 telephone number on which I can contact you.
  - (b) 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.
  - (c) Help you find a barrister from other chambers if there is not a suitable barrister with my chambers, or if you do not want my chambers to continue working on your case.
  - (d) Discuss with you the costs of using another barrister.

### **The work I will carry out**

6. The work you are instructing me to carry out is set out in my cover letter above.
7. If subsequent work is needed on this matter, 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**

8. 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 organization or management of a case proceeding through a court.
9. Here are some examples of work I can carry out.
  - (1) I can draft letters on your behalf.
  - (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 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.

- (5) 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, e.g. 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 an address to the court as an '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.
10. 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**

11. As a barrister, I must follow the Code of Conduct in the BSB Handbook, which is available here: [https://www.barstandardsboard.org.uk/media/1553795/bsb\\_handbook\\_jan\\_2014.pdf](https://www.barstandardsboard.org.uk/media/1553795/bsb_handbook_jan_2014.pdf)
12. That Code of Conduct requires me to consider whether a solicitor needs to be instructed in your interests. If there comes a point at which I consider you need a solicitor I will no longer be able to act for you without the involvement of a solicitor. If I foresee such a situation arising, I will give you as much notice as possible.

#### **Legal Aid**

13. It is possible that you may be eligible for public funding or 'legal aid' as it is usually referred to. However, as a barrister I cannot do 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 e.g. where you are in dispute with another individual or organisation and criminal cases e.g. where a crime may have been committed.
14. You can find out more information on the [www.gov.uk](http://www.gov.uk) website: <https://www.gov.uk/community-legal-advice>.
15. 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 aid advisor near you. [http://legalaidcalculator.justice.gov.uk/calculators.eligiCalc?execution\\_e2s1](http://legalaidcalculator.justice.gov.uk/calculators.eligiCalc?execution_e2s1).
16. 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 of the fees may be paid by someone else, for example a trade union.
17. I can advise and represent you if:
  - You make an informed decision not to seek public funding;
  - You make a public funding application, e.g. you have applied to get legal aid to help fund your case, that is rejected;
  - You do not wish to take up the offer of public funding (perhaps because you consider that the level of contribution you will be required to make is too much).

18. 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.

#### **My availability**

19. As I carry out 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**

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

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

22. 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 Barclay's Bank base rate from 28 days of the date of the fee note.

23. Subject to statutory rights of cancellation fees once paid are not returnable. This is because the payment of fees is likely to result in time in my diary being reserved for your work, particularly court appearances, and it may be necessary to turn down other work in order to be able to accommodate it.

#### **Cancellation**

24. If you are a person acting wholly or mainly outside your trade, business, craft or profession your right to cancel is set out in my cover letter.

25. You will lose the right to cancel this contract if the services have been fully and or partially performed within the cancellation period. In which case, the full fee is not recoverable save for, at the barrister's own discretion.

#### **Documents**

26. You and I agree that:

- (1) You will provide me with working copies of any documents required for your case. I cannot accept liability for original documents.
- (2) I am entitled to keep copies of any documents you give me for my own professional records; and
- (3) I will return any original documents that come into my possession to you as quickly as possible.

27. I will need a working set of the documents in the case. These should be supplied by you as single-sided photocopies (on paper, not electronically). Original documents should be retained by you or the client. If this is not possible, arrangements need to be made in advance and I may make a reasonable charge to you for producing photocopies.

#### **General obligations**

28. The information that 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 me 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 government or other regulatory authorities, e.g. organisations, 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.

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.

**Data Protection**

30. I will use any data or personal information provided by you for the purposes of carrying out your instructions only and will not transfer it to any third party other than administrative staff who assist with the administration of my professional practice except in accordance with your instructions.

**Complaints**

31. I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should 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 at Appendix C below.

32. 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.

33. 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.

34. 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 9JW

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) . Phone: 0300 555 0333

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> .

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/>

**Client’s Signature:** .....

**Client’s name (please print)** .....

**Date:** .....

\* \* \* \* \*

**APPENDIX B**

**Consumer Contract Cancellation Form**

To: [Barrister’s name; geographical address, fax and email].

I/We hereby give notice that I/we cancel my/our contract for the supply of the following service:

Ordered on: [Date of client care letter]

Name of consumer (s):

Address of consumer(s):

Signature of consumer(s): [Only if this form is notified on paper].

.....

Date: .....

\* \* \* \* \*

## **APPENDIX C**

### **Bullen Chambers Complaints Procedure**

#### **Our Aims.**

1. We aim to provide all lay and professional clients a good service at all times. However, in the event that you are dissatisfied with the treatment you have received from a barrister or a member of our staff, we wish to provide a remedy.

#### **What should I do if I have a complaint?**

2. Initially, you should contact the person responsible, by telephone if possible, because your complaint may have arisen from a misunderstanding, which could be resolved informally and without the need for you to resort to our full complaint's procedure. If you think the matter cannot be resolved to your satisfaction in this informal way, then you can make a formal complaint to the Head of Chambers.

#### **What is the complaint's procedure?**

3. You should make your complaint to us, in writing, by either sending us your letter by post to Strand Chambers, Goldsmith Building, Inner Temple Lane, Temple, London EC4Y 7BL or by email to [info@lawsurgery.com](mailto:info@lawsurgery.com).

4. You should address your letter or email to the Head of Chambers, and provide the following details: your name and address, contact details, identify which barrister(s) or member of staff you are complaining about, set out the details of your complaint, and indicate what you would like done about it.

5. If you consider yourself to have a disability which affects your ability to formulate or pursue a complaint, please let us know and we will discuss alternative arrangements with you.

6. The Head of Chambers will determine what has gone wrong. If the matter raises issues which, in the opinion of the Head of Chambers, requires an investigation to determine the facts, he will conduct the investigation himself or appoint another suitable member of chambers to investigate the complaint.

7. You should receive an acknowledgement of your complaint and details of who will be investigating your complaint in writing within 5 working days of receipt.

8. The investigator can ask the person against whom the complaint is made to make representations, can access all the relevant documents, may invite witnesses for an interview, and may need to contact you for further information.

9. The Head of Chambers or the investigator will then produce a report on the basis of what has been supplied as soon as possible, ordinarily within 14 days of the receipt of the complaint. If it is not possible to meet this deadline, the Head of Chambers will write to you to let you know when the investigation is expected to be concluded.

10. The Head of Chambers will consider the report and write to you, setting out the nature of the investigation. He will inform you whether he upholds the complaint or rejects it, setting out the reasons why. When a complaint is upheld the letter will set out or include a proposal for resolving the complaint.

### **Confidentiality**

11. All documents, conversations, and records relating to the complaint will be treated confidentially and retained for 6 years. They will only be disclosed as necessary: normally only to the person complained about, the investigator and (in response to a specific request) the Bar Standards Board or Legal Ombudsman.

### **Management of client services**

12. To ensure we provide our clients with the best possible service at all times, we keep a record of all complaints made and the outcomes. Our Management Committee may inspect this record to ensure compliance with our procedure and with a view to improving the service we provide. Our record of complaints is also available to the Bar Standards Board in the exercise of its monitoring or auditing functions.

### **Complaints to the Legal Ombudsman**

13. The Ombudsman is not able to consider your complaint until it has firstly been made to Chambers under the above procedure.

14. Please note that you can pursue your complaint with the Legal Ombudsman if you are dissatisfied with the outcome of our handling of your complaint after 8 weeks of your complaint being made to chambers. If you wish to pursue your complaint with the Legal Ombudsman following our written response to your complaint, then you should do so within 6 months of the date of our written response.

15. There are additional time limits. The Legal Ombudsman will accept complaints up to 6 years from the date of act/omission, or three years from when you should have known about the complaint. However, this new limit is being introduced gradually, and at present the problem must have happened on or after 6 October 2010. Or if the problem happened earlier than that, you must not have been aware of it before 6 October 2010.

16. The Legal Ombudsman can be contacted on 0300 555 0333. If you are calling from overseas, then please call +44 121 245 3050. Alternatively, you can write to:

Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

If you want to find out more about the Legal Ombudsman and what they do, please visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **Bullen Chambers**

Dated .....



\* \* \* \* \*

## APPENDIX D

**Mary Bullen (BA Hons, PgDL) Barrister at Law**

### INFORMATION FOR CLIENTS

**Mary Bullen** is registered as a sole practitioner (practicing barrister) with the Bar Standards Board of England and Wales and authorised by them to provide legal services directly to the public. Her legal practice is governed by the Code of Conduct of the Bar of England and Wales which can be found at: <http://www.barstandardsboard.org.uk/standardsandguidance/codeofconduct> ).

**Professional indemnity insurance** is provided by the Bar Mutual Indemnity Fund Limited whose website is <http://www.barmutual.co.uk> and whose postal address is Bar Mutual Management Company, 90 Fenchurch Street, London EC3M 4ST. For terms of cover see: [http://www.barmutual.co.uk/fileadmin/uploads/barmutual/Bar\\_Mutual\\_Terms\\_of\\_Cover\\_01.pdf](http://www.barmutual.co.uk/fileadmin/uploads/barmutual/Bar_Mutual_Terms_of_Cover_01.pdf) .

**Charging Rates:** Mary Bullen's services are based on a charging rate of £300.00 per hour. For court attendances, the charging basis is *from* £850.00 for half a day and *from* £1500.00 for a full day's attendance. This does not include preparation, which will normally be charged at the hourly rate subject to agreement in advance. In certain circumstances, there may be additional charges for disbursements such as copying documents and travel. All charges are negotiable and will vary according to the work required.

**Complaints:** If no satisfactory solution is obtained via Chambers, a non-judicial dispute resolution procedure may be accessed through the website of the Legal Services Ombudsman at <http://www.legalombudsman.org.uk> .

**Bullen Law Chambers**