

Introduction

1. The purpose of this document is to explain how the Albion Chambers' public access scheme operates and how our clients can use it to instruct barristers without also incurring the cost of a solicitor.

The basis on which barristers carry out professional work

2. The barrister you instruct will be the only person you are instructing and will personally do all the work needed under the Public Access arrangement. Barristers in Albion Chambers are sole practitioners although they practise with other barristers from a set of Chambers (barristers' offices).
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 carries out the work for you, one of our clerks, or the barrister, 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 will need to instruct a firm of solicitors.
4. There may be times when a barrister's professional commitments clash. If a potential clash of commitments is identified (meaning that the barrister will not be able to work on your case), s/he will, with the assistance of one of the clerks, try their best to do the following:
 - i. Warn you as soon as possible, and ask you how you would like to proceed;
 - ii. Suggest the name of another barrister within 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 available at Albion Chambers.

The range of work that a barrister can carry out

5. Barristers advise on the law, draft documents for clients to use, and appear on behalf of their client before courts or other tribunals. Barristers do not undertake the administrative management of a case proceeding through a court, neither do they handle clients' money; that means that they cannot hold any of your funds on account. The only money a barrister may receive is that in payment of their fees.
6. Here are some examples of what a barrister can do:
 - i. Advise you on the merits of your case and the way in which it is likely to proceed;
 - ii. Appear on your behalf to argue your case at court;
 - iii. Advise you on the need for expert evidence and on the choice of a suitable expert;

- iv. Draft and send letters on your behalf, however all letters must be sent out in your name;
 - v. Draft your witness statement if needed based on what you tell them. A barrister may also be able to help finalise a witness statement from another person based on the information that person has provided to you.
7. When instructing a barrister without a solicitor you must be sure that:
- i. you are able to do whatever is necessary for those matters that a barrister may not deal with; or
 - ii. you have made an arrangement with another person of suitable competence and experience to provide these services for you.

What a barrister cannot do for you

8. No barrister at Albion Chambers is authorised to conduct litigation.
9. The following are examples of work that a barrister is not allowed to do:
- i. A barrister cannot file proceedings on your behalf, file other applications or take other formal steps in court or other proceedings;
 - ii. A barrister is not allowed to instruct an expert on your behalf;
 - iii. A barrister is not allowed to take responsibility for the handling of clients' affairs, or to handle clients' money.

The work carried out

10. As part of a formal agreement, the barrister will set out the specific work they will carry out for you.
11. A new letter of agreement will be required for each subsequent item of work.
12. Because barristers carry out all their work personally and cannot predict what other professional commitments they may have in the future, they will not be able to undertake at the outset of a matter that they shall be able to accept instructions for all subsequent work that your case may need.

Your responsibilities

13. You must agree that:
- i. You will provide clear, timely and accurate instructions;
 - ii. You will provide all documentation required to complete each stage of your case in a timely manner;

- iii. You will inform your barrister immediately if you are aware of any time limits;
- iv. You will safeguard any documents which are likely to be required for the case.

Circumstances when a barrister may not be able to act for you

14. In all professional work a barrister must follow the Bar Code of Conduct. As a result, if the barrister considers that a solicitor needs to be instructed in your own interests, or for some other professional reason, they will no longer be able to act for you other than on the instructions of a solicitor. Your barrister will give you as much notice as possible if they foresee such a situation arising.
15. A barrister is not allowed to accept cases under the Public Access scheme if it is legally aided. Please see paragraphs 23 and 24 (below) for further details regarding these cases.
16. It may be that you are covered under a household policy for Legal Expenses Insurance, in which case you should first consult your insurers who may wish to instruct their own lawyers on your behalf.

Your barrister's availability

17. As barristers carry out all professional work personally, there may be times when they are not available to you. For example, if in court for a day or for several days in a row, your barrister may be unavailable to meet other clients during that time.

Fees and funding

18. Your barrister will charge fees according to their level of experience, the complexity of the case and the length of time involved in dealing with it. The cost to you for each item of work must be agreed and the barrister's fees must be paid in advance of the work being done. The stage at which the fee is payable is agreed at the outset, and it is important that the terms of the agreement are clear to both you and your barrister. The basis upon which fees will be charged must be set out and agreed for each item of work.

19. The table below provides a guide to hourly rates banded by barristers' experience:

Queen's Counsel	£300 — £400
11 years and over	£180 — £300
6 – 10 years	£150 — £200
1 – 5 years	£100 — £125

20. Where the fee relates to a hearing, the barrister is normally entitled to the fee, whether or not the hearing goes ahead. If that is to be the case, the barrister will tell you.
21. In other cases (whether for a conference or for paperwork), it may be possible to fix a fee in advance for the work. However, that will not be possible in every case. Where it is not possible, an estimate based on an hourly rate must be agreed. Where a ceiling on fees has been set, your

barrister will contact you if that ceiling is reached and must agree with you for the ceiling to be increased.

22. If fees owed to your barrister are not paid within 28 days after a fee note (invoice) is issued, interest will be payable at 2% above Barclays Bank base rate from 28 days of the date the fee note was first issued.

Eligibility for legal aid

23. You may be eligible for public funding (also known as 'legal aid'). You can check this on the Legal Aid Eligibility Calculator via our website by either clicking [here](#) or by going to: www.albionchambers.co.uk/public-access. A barrister is not allowed to do legal aid work under the Public Access scheme, neither are they able to carry out any means testing for you, however you can find more information about this at www.gov.uk/check-legal-aid.
24. Even if you are eligible for legal aid, you may prefer to instruct a barrister directly, on a privately-funded basis. If you decide to proceed on this basis your barrister will fully explain to you the implications of instructing them privately, and the likely costs you will incur. In these circumstances your barrister will ask you to sign a certificate to confirm that you wish to proceed with your case on a privately-funded basis, and that you fully understand the implications of your decision.

Third Party Costs

25. Should your case not be successful, you may be liable for the costs of the other parties. You should check if you have a Legal Expenses Insurance policy in place to cover such costs. You may also wish to investigate after-the-event insurance cover.

Documents

26. You and your barrister must agree that:
- i. Your barrister is entitled to keep copies of any documents you provide for his/her own professional records, and;
 - ii. That your barrister will return to you, after the work has been carried out, any original documents s/he has accepted from you.
27. You should make arrangements for copy documents to be given to your barristers. Only in very exceptional circumstances will your barrister accept original documents.
28. Should your barrister be asked to make any photocopies of your documents then a charge of 10 pence per page will be made for producing black and white photocopies.

General obligations

29. The information which you give your barrister will be received in professional confidence. The only exception is that statutory and other legal requirements may cause a barrister to disclose information which they 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 they have made it.
30. The contract made between you and the barrister will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

Data Protection

31. Use of your personal information is subject to your instructions, the Data Protection Act 1998 and a barrister's duty of confidentiality. Please note that work carried out for you may require the barrister to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.
32. Please ask your barrister if you would like a copy of Chambers' Data Protection Principles and Privacy Policy, alternatively you can download it from our website at: www.albionchambers.co.uk.

Equality and Diversity

33. The members and staff of Albion Chambers are committed to the promotion of equal opportunities and diversity in their dealings with clients, colleagues, employees and third parties.
34. Any concerns in this area should be addressed to our Equal Opportunities and Diversity Officer.

Professional Indemnity Insurance

35. The work carried out by barristers is covered under the terms of their Professional Indemnity Insurance Policy which is issued by the Bar Mutual Indemnity Fund. Please ask if you would like to see details of the Bar Mutual policy.

Termination of instructions

36. Your instructions to your barrister may be terminated at any time. Notice of Termination must be provided in writing. Your barrister may retain all the documentation relating to your case for as long as fees remain outstanding.
37. There may be circumstances which will cause your barrister to decide to stop acting for you, such as non-payment of fees or where a conflict of interest arises. If such circumstances arise, reasonable notice will be given in writing.
38. If you or your barrister decide that they should stop acting for you, you will be liable to pay fees up to the point of termination.

Money laundering

39. Your barrister is required by law to obtain satisfactory evidence of the identity of their clients and, in certain circumstances, people related to them, this is to guard against monies being used by criminals to launder money.
40. To comply with the law, your barrister must obtain evidence of your identity as soon as possible. You will be required to provide the following:
- Your passport;
or
 - Your driving licence with photographic identification;
or
 - Another form of photographic identification;
and
 - Proof of your permanent address (for example, a utilities bill).
41. You should notify your barrister immediately if you are not able to provide the items of specific identification requested, to discuss other ways of verifying your identity.

Complaints

42. We hope you will be happy with the professional services provided by your barrister. However, if you are not satisfied, you should first refer the matter either to your barrister or to the Chambers Director in line with our complaints procedure. If you would like a copy of our complaints procedure, please ask or alternatively you may download it from our website at: www.albionchambers.co.uk.
43. If for any reason Chambers' complaints procedure is not able to deal with the problem, you may make a complaint to:

The Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

T: 0300 555 0333
www.legalombudsman.org.uk