



7 BELL YARD · LONDON · WC2A 2JR  
T +44 (0) 20 7856 0218  
W LINCOLNSINNFIELDS.COM

## STANDARD TERMS & CONDITIONS [LIFC 2] [VERSION 24.01.17]

### **1. General**

The terms in LIFC 1 and LIFC 2 apply to the contract between the barrister and client named in LIFC 1.

### **2. The work that will be carried out**

- (1) Please see LIFC 1.
- (2) Please see any further e-mails from LIFC or the barrister to the client agreeing to do further work in the matter.
- (3) See also 3 below.

### **3. The work that can be carried out**

- (1) Barristers are distinguished legal experts who specialise in particular areas of law and advocacy. They are the only lawyers who have automatic rights of audience in all courts and tribunals up to, and including, the Supreme Court of England and Wales. Here is a list of the work barristers can do, if so agreed with them:
  - (a) advise on law and procedure;
  - (b) appear as advocates before courts, tribunals and other bodies;
  - (c) draft, and issue letters on their letterhead;
  - (d) draft court documents;
  - (e) advise on the need for, and the choice of, a suitable expert;
  - (f) take witness statements;
  - (g) finalise witness statements.

- (2) Thus Barristers do not generally undertake the general conduct of litigation and other routine legal administration, which can be undertaken by litigants in person, but is usually best undertaken by solicitors where funds permit. This is their area of expertise. So barristers do not generally:
  - (a) undertake the organisation or management of a case (including preparing bundles);
  - (b) handle client money;
  - (c) go on the court record or give their address for the service of a client's documents;
  - (d) file documents with the court;
  - (e) serve court documents on parties and others involved in a case;
  - (f) instruct an expert.

(3) So if a lay client is acting without a solicitor, they must be sure that:

- (a) they have the time, competence, facilities, detachment and robustness to undertake the tasks of a solicitor in a case in which they are so personally involved;
- (b) or they have made an arrangement with someone who has.

#### **4. Fees for this work**

- (1) The client is personally responsible for the payment of the barrister's fees.
- (2) Please see LIFC 1. Note, however, that a minimum charge of £25 and £40 will normally apply to all communications made to, and received from, the barrister. So in their own interests, clients should keep communications to a reasonable minimum.
- (3) The barrister reserves the right to charge cancellation fees, based on the full fees referred to in LIFC 1, for any cancelled meetings or appearances.
- (4) Any documents the barrister deems necessary to copy, will be charged @ £1 per page.
- (5) All fees for work done will be payable within 14 calendar days of any fee note (invoice).
- (6) If any fees should be outstanding for more than 28 days, then interest shall be payable at 3% above Barclays Bank base rate from the date the fee note was issued.

#### **5. Legal Aid**

- (1) Public funding for legal advice and representation is severely restricted. However, it may be that a lay client is eligible. This we must leave with the client to ascertain. But the following should be helpful: [www.gov.uk/legal-aid/eligibility](http://www.gov.uk/legal-aid/eligibility). However, please note barristers do not undertake such work, unless agreed and via a Solicitor.
- (2) Barristers can advise and represent a lay client, provided that they have:
  - \* made an informed decision not to seek public funding;
  - \* they have made a public funding application that has been rejected;
  - \* decided not to take up an offer of public funding (perhaps because they consider the level of their contribution too much).
- (3) It is understood that the client confirms that, whereas they know that public funding may be available, they are choosing to instruct our barrister without the benefit of the same.
- (4) If the lay client does not qualify for public funding, they may still have insurance policies that might cover their fees, or their fees might be paid by someone else, such as a trade union. We must also leave this with the client to ascertain. However, such sources may not agree to underwrite this agreement.

#### **6. Availability**

Barristers carry out all their work personally (ie without legal assistance), there will be times when no legal advice from them is available to the client immediately. Indeed, they will be in court or engaged on other business most of the time, and some cases can last days or even weeks. Of course, barristers also take holidays and have family and personal commitments too. However, you can always leave a message directly with your barrister by e-mail, and it is unlikely they will not be able to respond to a genuine emergency within a reasonable timeframe.

## **7. Documents**

It is agreed that:

- (1) the barrister is entitled to keep copies of any documents you give them for their own professional records;
- (2) the client will supply all documents by hard copy as well as e-mail (unless agreed otherwise); and
- (3) the client will supply copies of all documents rather than originals (which should ALWAYS be brought to court or any other hearing by the client); and the barrister will be at liberty to take any additional copies they deem necessary at the prevailing cost per page.

## **8. General obligations**

- (1) The information which is provided by the client to the barrister will be received by them in professional confidence. In other words, they will maintain the confidentiality of any information the client shared with them and can only tell others about it if the client gives their permission.
- (2) This contract will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts. However, neither party will commence legal proceedings without first trying: to resolve the matter directly with the other; and if the aggrieved party is the client, without then making a complaint under LIFCs complaints procedure: see [www.lincolnsinnfields.com](http://www.lincolnsinnfields.com) Terms and Conditions. Nor will any party initiate legal proceedings without first issuing a letter before action after trying the above, giving 21 days.
- (3) Should the barrister be obliged to issue proceedings in the County Court for the recovery of their fees, the barrister shall be entitled to all their court and legal costs if successful, and all their expenses (including time at their hourly rate indicated in LIFC 1) whether as a litigant in person or merely as a witness in their own case, and irrespective of whether the matter is in the Small Claims Court where such costs are heavily restricted.
- (4) In the course of any court proceedings, any mediation offered by the court will be taken-up by both parties and pursued to its conclusion by both parties.

## **9. Cancellation**

- (1) The client has the right to cancel this contract within 14 days of receiving LIFC 2 without giving any reason.
- (2) The client understands that the barrister must receive that cancellation in writing within these 14 days.
- (3) Any cancellation must be sent directly to the barrister, and by e-mail save in stated exceptional circumstances.
- (4) Further to any cancellation, the client will be repaid any sums paid in advance within 28 days, save for any sums due to the barrister for work undertaken by them in that time.

## **10. Complaints**

- (1) The client should be happy with the professional services the barrister provides. However, if they are not, they should first refer the matter to the barrister directly. If they are still not happy, they

should make a formal complaint as per LIFC's complaints procedure: [www.lincolnsinnfields.com](http://www.lincolnsinnfields.com)  
Terms & Conditions.

(2) If, having received LIFC's final response to a complaint, the client is still dissatisfied, they have 6 months within which to bring a complaint to the Legal Ombudsman. Further details are obtainable at: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

(3) The Legal Ombudsman will deal with all performance issues, and any conduct issues will be referred by them to the Bar Standards Board.