



PUBLIC ACCESS CLIENT CARE LETTER

X Ltd

2019

Dear Y

Thank you for your request for Cerulean [to advise X in relation to its dispute with Z]

I have enclosed a copy of the Bar Standard Board's (BSB) guidance for lay clients, which explains how the public access scheme works.

Cerulean is the trading name of Cerulean Chambers Ltd (see details of company registration and registered office details at foot of this page). Cerulean uses the services of member barristers and solicitors but all legal services provided to you will be provided by Cerulean.

I am a director of Cerulean and I shall have care and conduct of your case but other Cerulean barristers and solicitors may also assist when necessary.

It is important that you understand our full terms as they will form a contract between you and Cerulean. It is also important that you understand that we cannot do legal aid work unless we have been instructed separately by a solicitor. If you wish to discuss legal aid further before making a decision about whether to instruct us, please let me know.

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

The work we will carry out

We will [review the papers/advise in conference/draft/attend court etc...]

Our fees for this work

The fees for our work will be £.... . Any future work can be agreed in advance at a fixed price or charged at our barristers' hourly rate of £xxx (plus VAT if applicable) as appropriate.

If we are also conducting litigation for you *i.e.* acting as your legal representatives on the court record, preparing documentation *etc.* we shall detail and agree in advance the costs involved including disbursements.

If you are dissatisfied with the service you receive

If, for any reason, you are unhappy with the service you receive Cerulean has a complaints process that you may follow. Further details about what to do if you have a complaint are set out in our terms.

Please read this letter and our full terms carefully. If you are happy for us to take on this work and agree with our terms, please sign the enclosed copy of this letter and attachment and return it to me. If you do not understand any of these terms, I am happy to clarify or explain them.

Yours sincerely

XXXXXXXXXXXXX,
Barrister, Director of Cerulean Chambers Ltd

Barristers and Solicitors

A Tallis House, 2 Tallis Street, London EC4Y 0AB T +44 (0) 20 3666 5105
E info@ceruleanlaw.co.uk W www.ceruleanlaw.co.uk



Attachment

Our terms:

1. You are instructing Cerulean as a legal entity separate from the individual barristers and solicitors.
2. We have carefully considered the instructions and can confirm that we have sufficient experience and competence to undertake the work.
3. In some circumstances we may advise that counsel from other chambers or solicitors should be instructed as well as or instead of Cerulean. Cerulean will instruct them on your behalf with your prior permission and agreement.

The work we will carry out

4. The work you are instructing us to carry out is set out in our client care letter.

The range of work we can carry out

5. We can advise on the law, draft documents for clients to use and appear on behalf of our clients before courts or other organisations. We are also certified by the BSB to carry out litigation i.e. appear on the court record for clients, issue proceedings and instruct other counsel etc..
6. Here are some examples of work we can carry out.
 - (1) We can draft letters on your behalf.
 - (2) Our barristers and solicitors can appear on your behalf to argue your case in court.
 - (3) If a witness statement is needed from you, we can draft it from what you tell us. We may also be able to help finalise a witness statement from another person based on the information that person has provided.
 - (4) We can advise you on the need for expert evidence and on the choice of a suitable expert. Expert evidence is evidence about a professional, scientific or technical matter provided by an individual with expertise in that area.
 - (5) We can draft, arrange for the issue and service of formal court documents for you.
 - (6) We can go on the court record and provide our 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).

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Legal Aid

7. It is possible that you may be eligible for public funding or “legal aid” as it is usually referred to. However, we cannot do legal aid work unless we have been instructed by an independent 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.
8. You can find out more information on the www.gov.uk website:

<https://www.gov.uk/community-legal-advice>
9. 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:

<http://legalaidcalculator.justice.gov.uk/calculators/eligCalc?execution=e2s1>
10. 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.
11. We 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 an offer of public funding (perhaps because you consider that the level of contribution you will be required to make is too much).
12. 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 us without the benefit of any public funding that may be available to you.

Fees

13. Our fees for this work are set out in our covering letter. All fees for specified work are payable in full in advance of our doing the work unless we agree otherwise. Such fees are non-refundable. Where we have agreed to charge at an hourly rate for an unspecified number of hours, we shall require an appropriate deposit of funds to be made in advance into an escrow account which we shall arrange so that they can be drawn as hours of work are completed.

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14. If you owe us any fees or disbursements and do not pay them for 28 days after we provide you with a fee note, interest will be payable at 4% above the Barclays Bank ordinary lending rate for the sum due from 28 days of the date of the fee note.

Disbursements

15. Fees quoted do not include the costs of disbursements which may be incurred in the course of carrying out your instructions. Wherever possible we shall notify you of those in advance. It will normally be necessary for disbursements to be paid for in advance unless we agree otherwise.

Documents

16. You and we agree that:
- (1) We are entitled to keep copies of any documents you give us for our own professional records; and
 - (2) We will return all your original documents to you when we have carried out the work you have instructed us to do.
17. We would prefer that you give us copies of documents rather than originals. However, if this is not possible, we may make a reasonable charge to you for producing photocopies.

General obligations

18. The information which you give us will be received in professional confidence. This means that we must maintain the confidentiality of any information you have shared with us and can only tell others about it if you give your consent for us to do so. The only exception is that statutory and other legal requirements may mean that we have to disclose (i.e. reveal) your information to governmental or other regulatory authorities, e.g. organisations, whose rules we must meet, without your consent and without telling you that we have made the disclosure. Statutory and legal requirements are rules or regulations that a person or individual must, by law, follow.
19. 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.

Arbitration

20. We may at our absolute discretion refer any dispute between you and Cerulean to arbitration by a single arbitrator of our choosing who will be independent from Cerulean and a practising barrister of appropriate seniority and experience.

Limitation of liability

21. We are not liable for any loss or damage suffered by any persons, firms or partnerships other than our client under this agreement. We shall arrange and maintain professional indemnity insurance as required by the BSB Handbook or, if higher, to the level, if any, set out in this Agreement as provided in clauses 22 and 23.

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CERULEAN

22. If we are liable to you solely as a result of breach of the terms of this Agreement and would not otherwise have been liable (whether at common law (including in negligence), in equity or otherwise), that liability shall be limited to the fees and disbursements costs under our retainer. If no such sum is stated, the limit of that liability will be £100,000, being the highest limit of cover for such liabilities provided to barristers by the Bar Mutual Indemnity Fund
23. Our liability (whether at common law (including in negligence), in equity or otherwise) in respect of:
- (1) any breach of our obligations in providing legal services under this retainer and/or
 - (2) all breaches of our obligations in providing the legal services arising from or which are attributable to:
 - a) the same act or omission,
 - b) a series or group of related acts or omissions,
 - c) a series or group of similar acts or omissions or
 - d) the same originating cause
- shall be limited to the lower of £2,500,000 or, if we are solely liable as a result of breach of these terms, the sum stated in clause 22.
24. If you wish we are prepared to seek a higher level of cover than £2,500,000 provided that you agree to meet the cost of the additional premium.

Termination of this retainer

25. Either party may terminate this retainer on giving reasonable notice in writing to the other.

Complaints

26. We hope you will be happy with the professional services we provide. However, if you are not satisfied, you should first refer the matter either to us in line with Cerulean's complaints procedure. A copy of Cerulean's complaints procedure is available on our website.
27. If you are not happy with our 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.
28. You must complain to the Ombudsman within six months of receiving a final response to your complaint from us (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.
29. 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:

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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-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/>

Clients name (please print):

Client's signature:.....

Date:.....

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