

Our terms:

1. ShenSmith Law is a BSB Licensed Body. As a barrister-led law firm, we employ barristers and also instruct outside counsel to undertake our work. In doing so, any barrister working on your matter will have sufficient experience and expertise to complete the work. If the barrister becomes unavailable, or the nature of the work changes, we may assign an alternative barrister to take over the work or we may need to introduce another firm take over your instructions.
2. If your instructions relate to a specific date and time, such as a hearing, there may be times when our professional commitments clash and we are unable to attend. If we identify a possible clash of commitments and we are unable to work on your case, we will do our 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 provide a telephone number on which we will always be able to contact you.
 - b. Suggest the name of another barrister or solicitor (of a suitable level of seniority and expertise), you would then need to decide whether you want to instruct that barrister.
3. **The work we will carry out**
 - a. The work you are instructing us to carry out is set out in and limited to the work outlined in our cover letter and associated Fee Notes.
4. If subsequent work is needed on this matter, and we are available to do the extra work, we may issue another letter of agreement between us, or continue under this letter with additional Fee Notes.
5. **The range of work we can carry out**
6. 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.
7. Here are some examples of work we can carry out.
 - (1) We can draft and send letters on your behalf.
 - (2) Our employed barristers and barristers we instruct for you can appear on your behalf to argue your case at 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 you or another person based on the information that person has provided.
 - (4) We can advise you on the need for expert evidence on the choice of a suitable expert and 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) We can draft formal court documents for you. We can serve court documents on other parties or file them at court on your behalf if you specifically instruct us to do so, and we have agreed to do so on your behalf. If we have not agreed to do this for you, 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) 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). However, as in (5) above, this will need to be agreed in advance. If we have not agreed to do this for you, you will be listed on the court record as a litigant in person.

You will then need to provide your own address as the 'address for service' of documents sent to you by the court and other parties. As you are instructing us without a solicitor, you must be sure that:

- a. you are able to do whatever is necessary for those matters that we cannot deal with; or
- b. you have made an arrangement with another person of suitable competence and experience to provide these services for you.

8. Circumstances when we may not be able to act for you

As a barrister-led law firm, we must follow the Code of Conduct for entities and barristers as appropriate in the BSB Handbook, which is available here: <https://www.barstandardsboard.org.uk/for-barristers/bsb-handbook-and-code-guidance.html>

9. That Code of Conduct requires us to consider whether a solicitor needs to be instructed in your own interests. If there comes a point at which we consider you need a solicitor we will no longer be able to act for you without the involvement of a solicitor. If we foresee that situation arising, we will give you as much notice as possible. You will still be charged for any work carried out up to this point, unless we have agreed to waive such fees.

10. Legal Aid

11. It is possible that you may be eligible for public funding or "legal aid" as it is usually referred to. However, as a BSB Entity, we cannot do legal aid work unless 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 criminal cases eg where a crime may have been committed.

12. You can find out more information on the www.gov.uk website:

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

<http://legalaidcalculator.justice.gov.uk/calculators/eligCalc?execution=e2s1>

13. 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.

14. We can advise and represent you if:

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

15. 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.

16. Our availability

17. As our barristers carry out their work personally, there may be times when we will not be available to you. For example, if our barristers are in court for a day or for several days in a row. However, our clerks will ordinarily be able to discuss matters with you generally, but not provide you with any legal advice.

18. Fees

19. Our fees are set out in the covering letter and any attached Fee Notes.

20. Under these terms, you are responsible for paying the fees set out in the cover letter and any attached Fee Notes.

21. If you owe us any fees and do not pay them for more than three months after giving you a fee note, interest will be payable at 2% above the HSBC Bank base rate from 28 days of the date of the fee note.

22. Cancellation

23. Your right to cancel (if any) is set out in my cover letter.

24. You will lose any right to cancel this contract if the services have been fully performed at your express request within the cancellation period (in which case we will ask you to confirm that you understand you will lose your right to cancel).

25. Documents

26. You agree that: (1) We are entitled to keep copies of any documents you give us for our 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.

27. 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.

28. The scope of work in the Fee Notes will be limited to the documentation you send to us. We reserve the right to end this contract if you send substantial amounts of documentation that we have not anticipated or that you have not informed us about.

29. General obligations

30. 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 (ie reveal) your information to governmental or other regulatory authorities, eg 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 an individual must, by law, follow.

31. 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.

32. Complaints

33. We hope you will be happy with the professional services we and our barristers provide. However, if you are not satisfied, you should first refer the matter either to our clerks or our directors in line with our complaints procedure.

34. 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. You must complain to the Ombudsman within six months of receiving

a final response to your complaint from us 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. For further details about how to make a complaint to the Legal Ombudsman, 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 28 January 2015 can be found on the Legal Ombudsman's website at:

<http://www.legalombudsman.org.uk/downloads/documents/publications/Scheme-Rules.pdf>