

DIRECT ACCESS TERMS OF ENGAGEMENT

My details

a) My name and professional title is Jane Sisson-Pell, Barrister and I am registered with the Bar Standards Board under that name.

b) I hold a current Bar Council Practising Certificate. I have professional indemnity insurance with the Bar Mutual Indemnity Fund, 90 Fenchurch Street, London EC3M 4ST. My Bar Mutual Indemnity Fund reference number is 8793/004.

c) My practicing address and contact details are telephone: 01484 660124 or mobile: 07881 905 139. My email address is: enquiries@huddschambers.co.uk.

My professional obligations

I have carefully considered your instructions and I can confirm that I have sufficient experience and competence to undertake the work necessary to carry out these instructions. I am the only person you are instructing under this direct access arrangement and if you agree, I will personally do all the work needed under this arrangement.

As a barrister, I must follow the Bar Code of Conduct. I must also comply with the Scope of Practice and Authorisation Rules which govern barristers. The Code of Conduct and the Scope of Practice Authorisation Rules are contained in Parts 2 and 3 of the Bar Standards Board Handbook. I can supply you with a copy of this handbook on request or you can find it on the Bar Standards Board website at:

www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook

The work I will carry out:

The work you are instructing me to carry out is set out in my cover letter. If further work is needed on this matter, and I am available to do the further work, there will need to be another letter of engagement between us. A Barrister's role is not the same as a Solicitor's role. A Solicitor will manage your case from start to finish. Under this direct access arrangement, I will undertake specific tasks upon your instruction e.g. providing advice, assistance in drafting legal documents and representation at court should you need it.

The work you will carry out:

Whilst I can draft formal court documents for you should this become necessary, I can not serve court documents or file them at court on your behalf, because I am not a solicitor. Filing and serving court documents is the process by which papers relating to the case are put before the court and the parties concerned are notified.

It is your responsibility to file documents at court and serve them on the other party (and when appropriate on Cafcass). You agree to send out correspondence should that be necessary and to manage your case on a day to day basis. I can not go on the court record or provide my address for service of documents and I cannot serve documents. 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. As you are instructing me without a solicitor, you must be sure that you are able to do whatever is necessary for those matters which I can not deal with; or you can make an arrangement with another person of suitable competence and experience to provide these services for you.

What Barristers do:

Barristers advise on the law and draft documents for their clients to use. They appear on behalf of their client before courts or in settlement discussions. I am not authorised to conduct litigation and I can not handle client money or undertake the general organisation or management of your case proceeding through a court. Here are some examples of work which I can carry out for you. I can provide legal advice, draft letters and court documents. I can represent you at court, in mediation and at round table meetings. 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 the information that person has provided.

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. The Bar Standards Board's guidance for Lay Clients gives more information about the sort of work that barristers do and your relationship with your barrister. I can provide you with a copy of this document on request or you can find it on the Bar Standard Board's website at:

<https://www.barstandardboard.org.uk/regulatory-requirements/bsb-handbook/public-access-guidance-for-lay-clients/>

My Fee

My fee for this work is set out in my cover letter and my fee note. Under these terms, you are responsible for paying the fees set out in my cover letter. Payment must be made in advance by bank transfer. Please see my fee note for my bank account details.

My availability

I am a self-employed barrister. I have carefully considered your instructions and I can confirm that I have sufficient experience and competence to undertake the work. My professional duties may mean that I am not always in Chambers or that you are not able to contact me directly. You may find that the best way to contact me is to leave a message by email: enquiries@huddschambers.co.uk and I will respond as soon as I am able to do so.

If for any reason I can not 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) to carry out the work for you, 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.

Your availability

When court cases are to be listed, it is your responsibility to notify the court of your availability dates. If you have a holiday booked or if you are planning to book a holiday, you must notify the court of those dates and any other relevant dates immediately. Unless the court has specifically stated otherwise, you must attend every court hearing.

Circumstances when I may not be able to act for you

As a barrister, I must follow the Bar Council Code of Conduct. I can not be expected to perform the functions of a solicitor or other person who is authorised to conduct litigation. That code 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 in your own interests or in the interests of justice, I will no longer be able to act for you without the involvement of a solicitor. If I foresee that situation arising, I will give you as much warning as possible.

Equality and Diversity

I am committed to promoting equality and diversity in all of my dealings with my clients and third parties. I have an Equality and Diversity Policy to make available to you, if requested. The Equality Act 2010 imposes a duty on me to provide the same facilities to able and disabled clients and third parties. I can provide an interview venue which is suitable for use by wheelchair users and I can visit disabled clients at home if they wish me to do so.

Community Legal Service Funding - Public Funding (formerly known as Legal Aid)

It is possible that you may be eligible for public funding (i.e. Legal Aid) as it is commonly referred to. However, as a barrister I can not do legal aid work unless I have been instructed by a solicitor. If you want to talk to someone in more detail about getting public funding, you should contact a family law solicitor who does publicly funded work. They will be able to advise you about the public funding entitlements relating to your family law case. You can find out more information on the www.gov.uk website: <https://www.gov.uk/community-legal-advice>. If you wish to be assessed for legal aid for a family law case you can contact Community Legal Advice. You can call them on: 0345 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. It 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>

I can advise and represent you if you make an informed decision not to seek public funding or you make a public funding application, (i.e. you have applied to get legal aid to help fund your case), which is rejected or 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 high). 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 and that you are choosing to instruct me without the benefit of any public funding which may be available to you. If there is a change in your financial circumstances or if at any stage you wish to make an application for legal service funding you must tell me.

Data Protection

I am registered under the Data Protection Act 1998. I am Huddersfield Chambers' Data Controller. From 25th May 2018, the EU General Data Protection Regulations (GDPR) govern this contact and also because I need to process necessary personal data in order to provide legal services to you. Without your personal data, I can not do the work. The provision of your personal data arises under a contractual obligation.

You have rights under GDPR. They include the right to withdraw your consent to my continued processing of your personal data, the right to access your personal data, the right to rectify inaccuracies and/or deletion of personal data. You have the right to place restrictions on my processing of your data and the right to port that data to another data controller. You have the right to complain to the Information Commissioner's office at Wycliffe House, Water Lane, Wilmslow SK9 5AF.

I will use the information you provide me with for the purposes of carrying out your instructions, providing legal services to you and in order to maintain client records and produce management data. When I obtain personal data from you I will handle it in accordance with my privacy notice which is available at: www.huddschambers.co.uk (at the bottom of the home page). I will comply with my professional duty to keep that information confidential and any legal duties I have in relation to that information (such as General Data Protection Regulation and Data Protection Act 2018). I will only disclose the information which you give to me if:

- a) You consent to me doing so;
- b) it is necessary for me to do so in order to carry out your instructions (for example, providing information to a court or another party to the case);
- c) It is already in the public domain;
- d) I am under a legal or professional obligation or entitlement to do so.

You and I agree that:

- a) I am entitled to keep copies of any documents you give me for my own professional records and/or make copies of those documents. I would prefer it if you can provide me with copies of documents rather than originals.
- b) If I need to make copies of documents that you supply me with for any reason or I agree to copy for you I may charge you a reasonable amount for doing so, to be agreed between us in advance. If you do provide me with originals, I will return all your original documents to you when I have carried out the work which you have instructed me to do or on demand. However, if during the course of a court hearing you hand to me an original document to show to the court, that document may become an exhibit and as such, it may be retained by the court.
- c) Any documents to be posted to Huddersfield Chambers by you, should be posted only by prior arrangement with me, to ensure that I am available to be at the premises and to accept delivery.
- d) You will retain all documents at the conclusion of your case in respect of matters concerning children, until they are 18 years of age. 'All documents' includes your file, advices, notes of telephone calls, meetings and hearings, all emails and texts.
- e) I will normally retain any electronic documents you give me or a list of them for at least 7 years from the date of the last work I do for you. After that period I will destroy them securely. If any of the documents contain personal data for the purposes of the General Data Protection Regulation, I will destroy them after any need to retain them has passed.

Email, Text Telephone Communications & Social Media

If you have provided me with an email address and or a mobile number this will be deemed as providing authorisation to me to contact you via your email address and or your mobile phone.

Complaints

I hope you will be happy with the professional services I provide. However, if something goes wrong you need to tell me about it. If you are not satisfied, you should first refer the matter to me. I will deal with your complaint promptly. If you would like a copy of my complaints procedure, please ask me for a copy or you can find it if you go to: www.huddschambers.co.uk (at the bottom of the home page under Legal Notices)

If you are not satisfied with my 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. Normally you must bring a complaint to the attention of the Ombudsman within six months of receiving a final response to your complaint from me (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>

This contract

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.

IMPORTANT INFORMATION

- (i) My role is to represent you and to present your case to the best of my ability.
- (ii) I have a duty of full and frank disclosure in respect of relevant material disclosed by you which has an impact upon the welfare of the child, or children, who are the subject of this application.
- (iii) I am not in a position to conduct a final hearing or any proceedings whilst withholding or concealing relevant information from the other parties and the court.
- (iv) The duty of confidentiality which I owe to you may be overridden where permitted by law. In particular, any information which reveals a serious risk to the welfare of a child, or serious harm to a third party, may have to be disclosed even if you cease to instruct me.
- (v) There are very clear rules about who you can and can not discuss your case with. These are set out clearly in Leaflet Ex 170 (attached). Please read this carefully. If you have any questions in respect of this I will be happy to explain.

I confirm that I have read and that I understand and accept the terms and conditions of this public access contract.

Client (please print).....

Client's signature.....

Date:.....

OR

CANCELLATION FORM

To: Jane Sisson-Pell, Huddersfield Chambers email: enquiries@huddschambers.co.uk

I hereby give notice that I cancel my contract for the supply of the following service:

Name

Address

Signature and date

