

KEVIN LEIGH
THOMAS MORE CHAMBERS
Barrister
Professional engagement letter

TERMS OF BUSINESS

The basis on which I carry out professional work

- 1 I am a barrister and subject to the Code of Conduct of the Bar of England and Wales.
- 2 This means that I am the only person you are instructing and I personally will do all the work needed under this arrangement. I am a sole practitioner although I practice with other barristers from a set of Chambers (barristers' offices). I am not a member of a firm. If for any reason I cannot 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) carries 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.
- 3 Because I carry out all my work personally and cannot predict what other professional responsibilities I may have in the future, I cannot at this stage undertake that I shall be able to accept instructions for all subsequent work that your case may need.
- 4 Circumstances may arise when I cannot carry out all the work you are instructing me to do, for instance because another professional obligation arises which must take priority as required by the Bar's Code of Conduct. I will do my best warn you as soon as possible and ask you how you would prefer to continue.
- 5 You will find that the Direct Access (previously known as Public Access) arrangements work best and at least expense to you if we work together with you carrying out as much initial preparation as possible. I can assist you by trying to help direct you as to what may be required at any stage.

The work I will carry out

- 6 The work you are instructing me to carry out is set out separately in the Work/Fee Schedule and only that work. However, if in my reasonable opinion the work which needs to be done in the circumstances or in order to achieve your aim is different from what is described in the Schedule, then I may either undertake the work which I think is required if it can reasonably be done for the same fee or I may contact you to agree a variation. After the work has been concluded, I may at my own discretion follow up what has been done with a note to state where we are and what may need doing in future. My fees are explained more fully on my website at <https://kevinleigh.co.uk/transparency-%26-fees>.
- 7 The contents of these Terms of Business are to be read together with the Letter of Engagement (my letter to you above) and the Work/Fee Schedule as one agreement. Although it is better if you sign the Work/Fee Schedule, the contract is made on these terms whether or not you sign them. However no contract is made until I have received and accepted a signed copy of the Work/Fee Schedule or have for any reason agreed that a contract can come into existence without a signed copy of the Work/Fee Schedule.
- 8 Unless otherwise agreed (or is obvious from the nature of the services, such as attending a hearing or meeting you in consultation on a specified date), I will endeavour to perform the services within 28 days of the latest of (i) the date on which this contract is made, (ii) if you are required to pay my fee before I accept your instructions, the date on which that payment is made, (iii) if you choose option A under clause 46, within 28 days of the end of the cancellation period.

Kevin Leigh – Barrister & Mediator

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- 9 If any subsequent work is needed on this matter, it will be done on the basis of this Letter of Engagement and Work/Fee Schedule and the fees set out therein, unless a specific fee is agreed.

Fees

- 10 My fee for the work is specified in the Work/Fee Schedule. This must be received by way of payment made in accordance with the Work/Fee Schedule (see Schedule for details). Unless I agree otherwise, the work will not be done until (a) you have paid the fee and (b) I am satisfied that my obligations under relevant money laundering legislation have been observed.
- 11 Administrative work done by me, for instance, in sorting out papers you send to me, forms part of my fee, as do standard telephone conversations with you (and so long as the frequency of calls you make to me is reasonable).
- 12 If you send me any additional papers after I have described what I have agreed to do in the Work/Fee Schedule, then I may refuse to do the work until the fee is re-negotiated. In the alternative, I may decide to cancel the agreement to do the work and not carry it out at all.
- 13 If, for some reason, you owe me any fees and do not pay them for more than 28 days after I send a fee note to you, interest will be payable at 4% above Barclays Bank base rate from 28 days from the date of the fee note.
- 14 Everyone to whom the Letter of Engagement is addressed is jointly and severally liable for my fees.

The range of work I can and cannot carry out; the work you may have to do

- 15 I should explain to you in more detail the range of the work that barristers do, as well as the type of work which they do not.
- 16 Barristers advise on the law, draft documents for clients to use, and appear on behalf of their clients before courts or other tribunals or organisations. 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 the Guidance for Lay Clients on request or you can find it on the Bar Standards Board's website at:

<https://www.barstandardsboard.org.uk/for-the-public/finding-and-using-a-barrister/how-to-instruct-a-barrister/public-access-guidance-for-lay-clients.html>

- 17 Here are some examples of what I can do:
- 17.1 I can draft letters on your behalf and send them to another person (so long as this might not put me at risk of becoming a witness), including negotiating.
- 17.2 I can draft formal court documents for you. However, I cannot serve court documents on other parties or file them at court on your behalf. You will need to take responsibility for serving formal court documents on other parties and filing them at court.
- 17.3 I can appear on your behalf to argue your case at a hearing. However, I cannot go on the court record or provide my 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

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court documents sent by the court or other parties). You will be listed on the court record as a litigant in person.

- 17.4 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.
- 17.5 I can advise you on the need for expert evidence and the choice of a suitable expert. However, I may not instruct an expert on your behalf, but I can help you draft instructions.
- 18 Barristers cannot undertake the management, administration or general conduct of a lay client's affairs (unless they become an employee of the client and are properly covered by the employer's insurance arrangements).
- 19 Barristers do not undertake the administrative management of a case proceeding through a court or tribunal. That is to say that they cannot conduct litigation, cannot be expected to perform the functions of a solicitor or other authorised litigator and, in particular, to fulfil limitation obligations, disclosure obligations and other obligations arising out of or related to the conduct of litigation. You must keep your own separate diary of steps to be taken in any litigation or proceedings. It is your responsibility to ensure that those steps are complied with by the due dates.
- 20 It is not my function to timetable future steps or appointments or to discuss matters or correspondence with lawyers for an opponent, or to offer advice outside that which is specified in the Work/Fee Schedule. But my agreed work can include negotiating on your behalf with the other side.
- 21 I will not handle client money. Money paid to me becomes my money for work done or agreed to be done.
- 22 A barrister cannot act in any court or other proceedings if they might have to become a witness, which is why I will avoid being involved in the collecting or investigation of evidence or in any other conduct which might put me at risk of being a witness. If a barrister may have to become a witness, he may have to withdraw entirely from the client's case.
- 23 As you are instructing me without a solicitor, you must be sure that:
- 23.1 You are able to do whatever is necessary for those matters that I cannot deal with;
- 23.2 You have made an arrangement with another person of suitable competence and experience to provide these services for you if you are not to do them yourselves.

Future circumstances when I may not be able to act for you

- 24 In all my professional work I must follow the Bar's Code of Conduct. As a result, if I consider that a solicitor needs to be instructed in your own interests or for some other professional reason, I will no longer be able to act for you other than on the instructions of a solicitor. If I foresee that situation arising, I shall give you as much notice as possible.
- 25 If I want to suggest that another barrister (instead of me, or as well as me) carries out the work for you, my clerks or I 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

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you would be happier with the services provided by an organisation (rather than an individual), you need to instruct a firm of solicitors.

- 26 Please note that a barrister may have to withdraw from a case in a range of circumstances provided for by the Bar Council or the common law.

Legal Aid

- 27 It is possible that you may be eligible for public funding or “legal aid” as it is usually referred to. However, as a barrister I cannot do legal aid work unless I have been 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 e.g. where you are in dispute with another individual or organisation and criminal cases e.g. where a crime may have been committed.
- 28 You can find out more information on the government website at <https://www.gov.uk/legal-aid>. Its links describe the kinds of work for which legal aid might be available and find a solicitor who might be able to advise you.
- 29 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.
- 30 I can advise and represent you if:
- 30.1 You make an informed decision not to seek public funding;
 - 30.2 You make a public funding application, e.g. you have applied to get legal aid to help fund your case, that is rejected;
 - 30.3 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).
- 31 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 me without the benefit of any public funding that may be available to you.

My availability

- 32 As I carry out all my professional work personally, there may be times or periods when I am not available to you. For example, if I am in court for a day or for several days in a row I may be unavailable throughout that time.
- 33 If I cannot carry out a commitment, then I will warn you as much as possible in advance, and I may discuss with you or contact you to let you know how you might make alternative arrangements. However, it can never be a breach of this agreement for me to do more, and in particular, it is not a breach of this agreement if I do not secure alternative representation or assistance for you.

Confidentiality and Documents

34. 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. Insofar as I obtain personal data from you, I will handle it in accordance with my Privacy Notice, which is available at <https://kevinleigh.co.uk/data-protection>. I will comply with my professional duty to keep that information confidential and any legal duties I have in relation to that information (such

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as under the *General Data Protection Regulation and Data Protection Act 2018*). I will only disclose the information you give me if:

- 34.1. You consent to me doing so;
 - 34.2. 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 a case);
 - 34.3. It is already in the public domain; or
 - 34.4. I am under a legal or professional obligation or entitlement to do so.
35. You and I agree that:
- 35.1. I am entitled to keep any documents you give me for my own professional records and/or make copies of those documents.
 - 35.2. I will normally retain any documents you give me, or a list of them, for at least seven years from the date of the last work I do for you. After that period, I may destroy them securely. If any of the documents contain personal data for the purposes of the General Data Protection Regulations, I will destroy them after any need to retain them has passed.
 - 35.3. You will provide me with copies of documents rather than originals and I will always assume that you are not sending me the originals. In the event that a document is not capable of being copied you will contact me to make arrangements for the delivery and safe return of the document.
 - 35.4. I am not obliged to return documents to you and therefore you should keep copies of the documents that you provide me with. It is your responsibility to retain any originals since they may be required by a court or third parties at some future stage.
 - 35.5. If I need to make copies of documents that you supply me with for any reason or I agree to copy documents for you I may charge you a reasonable amount for doing so.
36. I am entitled to retain copies of documents which I need to see for the purposes of compliance with money laundering legislation. In certain circumstances, the *Money Laundering Regulations 2007* require me to obtain evidence to verify the identity of my clients and people related to them (such as beneficial owners). If this applies to your case, I will ask you to provide the necessary evidence, and I will be obliged to keep copies of it for at least five years.
37. At the end of the case, I will give you a choice whether you want me to retain any physical papers or you prefer to do so (other than copies of instructions and signed engagement letter, if they exist, which I shall retain). Electronic information will remain securely on my system. You must ensure that you retain the following for at least seven years after the date of the last item of work done:
- 37.1. Copies of all instructions (including supplemental instructions).
 - 37.2. Copies of all advices given and documents drafted or approved.

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37.3. Originals, copies or a list of all documents enclosed with any instructions.

37.4. Notes of all conferences and of all advice given on the telephone.

General obligations

- 38 You agree that I may send you any communications required by post or email. My preference will be to use email.
- 39 Whenever the matter is urgent, please email me (kleigh@thomasmore.co.uk) and also my clerks (clerks@thomasmore.co.uk). If I fail to consider a document or do any work or miss an appointment (including a court or tribunal appointment) when you have not told me and my clerks by email (or phone call or message) informing me of the requirement that the work be done or the appointment met is urgent, then my failure cannot be considered a breach of this agreement, negligent or subject to legal proceedings in any circumstances.
- 40 In addition to my entitlement to keep copy documents, I am entitled to retain any of your personal data for a period of at least seven years after the date of the last item of work done.
- 41 The information which you give me will be received in professional confidence. The only exception is when statutory and other legal requirements cause me to disclose information which I have received from you to governmental or other regulatory authorities and to do so without first obtaining your consent or telling you that I have done so.
- 42 The terms and conditions of this agreement may only be varied if the variation is recorded by us in writing.
- 43 The contract we are making between us will be governed by the law of England and Wales, and any dispute will be subject to the jurisdiction of the English and Welsh courts.

Right to Cancel

- 44 If you are a consumer (which means you are engaging me for purposes wholly or mainly outside any trade, business, craft or profession that you carry on) then I must give you certain information and you have certain rights, which I want to explain to you. Please note that the following paragraphs in this section titled 'Right to Cancel' only apply if you are a consumer.
- 45 If you are a consumer, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the contract is made. That is, the day on which I accept a signed copy of the Work/Fee Schedule or agree that a contract can come into existence without a signed copy of the Work/Fee Schedule.
- 46 To exercise the right to cancel, you must inform me of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email to the contact details provided in this agreement). You may use the model cancellation form set out below these terms of business, but it is not obligatory to do so. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

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47 Since cancellation gives you the right to reimbursement of any fees, I cannot start work until the end of the cancellation period unless we make an agreement to that effect. The choice is yours between the two options below.

Either: **Option A:** You have not requested me to begin performance in the cancellation period, and therefore I cannot begin work on your instructions until after 14 days from the date of the contract.

Or: **Option B:** You have requested me to start work immediately after the contract has been entered in to and to begin (and possibly complete) performing my services before the cancellation period has expired. In doing so, you acknowledge that you will lose your right to full reimbursement of the fees after I have started work and your right to cancel once I have completed the work.

48 If you cancel this contract before I have commenced work, I will reimburse all payments received from you. If you requested me to begin the performance of my services before the end of the cancellation period, you shall pay me (or I shall be entitled to retain) a fair proportion of the fee for the work performed before you communicated to me your cancellation. I will make any reimbursement without undue delay, and not later than 14 days after the day on which I was informed about your decision to cancel this contract. I will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

49 You will cease to have the right to cancel this contract if you request me to begin performance of my services before the end of the cancellation period once I have fully performed those services.

Complaints

50 I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should first refer the matter either to me or to my Chambers in line with my Chambers' complaints procedure which can be found here:

<https://www.thomasmore.co.uk/ClientCare/complaints-procedure>

51 Barristers' conduct is regulated by the Bar Standards Board on whose website you will find the Code of Conduct of the Bar of England and Wales at www.barstandardsboard.org.uk.

52 If, after I have considered and responded to your complaint, you are still unsatisfied, alternative complaints bodies exist such as *Small Claims Mediation* information about which can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/738234/ex730-eng.pdf

These bodies are competent to deal with complaints about legal services should both you and I wish to use such a scheme.

53 If you are not happy with my reply or that of my Chambers, then you can contact the Legal Ombudsman (as long as you complain to the Legal Ombudsman within 12 months of discovering that there was a problem). The contact details are as follows:

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PO Box 6806
Wolverhampton WV1 9WJ

Phone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Frequently Asked Questions concerning the new Legal Ombudsman can be found on the Bar Standards Board website:

<https://www.barstandardsboard.org.uk/complaints-and-professional-conduct/making-a-complaint/>

54 I have Professional Indemnity Insurance with the Bar Mutual Indemnity Fund whose contact details are:

90 Fenchurch Street
London EC3M 4ST

Phone: 020 7621 0405

Email: info@barmutual.co.uk

Thank you for instructing me.

Mr Kevin Leigh
Barrister & Mediator
Thomas More Chambers

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CANCELLATION FORM

To:

Mr Kevin Leigh
Thomas More Chambers
7 Lincoln's Inn Fields
London WC2A 3BP

And

kleigh@thomasmore.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]:

Order on [*]

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate

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