

Chambers of Tom Bradford
483 Green Lanes
London
N13 4BS
London
tom@tom-bradford.com

A COPY WILL FOLLOW BY EMAIL

Dear Sir/Madam,

Terms of work - consultation call

Thank you for scheduling the call. This is to provide you with a copy of the terms of service to which you have agreed when you scheduled the call, together with my cover letter with details for cancelling or rescheduling the call if you need to.

I am a dual capacity lawyer both as an independent barrister and as a partner in a law firm. You would be engaging me for a consultation call as an independent barrister, through the public access scheme. It is important that you understand my full terms as they form a contract between us.

It is also important that you understand that I cannot do legal aid work unless I have been instructed by a solicitor. If you wish to discuss legal aid further before making a decision about whether to instruct me, please let me know. Here is the Bar Standard Board's (BSB) guidance for lay clients, which explains how the Public Access scheme works:
<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> This is to set out the work that I will carry out for you and the fee that I will charge for this work.

My fee for attending on the consultation call:

My fee for attending on the consultation call is £97.

The work I will carry out:

The work you are instructing me to carry out is to attend on a consultation call. I will perform this service by attending on the consultation call on Zoom. If subsequent work is needed on this matter, there will be another letter of agreement between us. Since 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 confirm that I will be able to accept instructions for all subsequent work that may be required for your case.

I will only be covering immigration issues on our consultation call. I do not advise on tax matters and so these are outside the scope of your agreement with me. Bill Humphries, Accountant, will be attending on the call. Should you wish to go on to instruct him for any tax related work, any tax advice by him will be subject to a separate agreement between you and him. This would be an agreement between you and him directly, as I do not act as an intermediary in my capacity as an independent barrister.

If you are dissatisfied with the service you receive:

If, for any reason, you are unhappy with the service you receive my Chambers has a complaints process that you may follow. Further details about what to do if you have a complaint are set out in my terms. I am required to comply with the Code of Conduct in the BSB Handbook – details of where you can access this are set out in my terms. Please read this letter and my full terms carefully. If you do not understand any of my terms, you should ask me to clarify or explain them.

Right to cancel:

You can cancel the consultation call using the 'cancel' button on Calendly. Under certain circumstances, you have the right to cancel this contract within 14 days without giving any reason. You have the right to cancel if this contract is concluded:

“Off-premises”. This means we have agreed what I will do by having a face-to-face discussion (which may have been with me or my clerk) in a place other than my chambers (this could have been at your home, workplace or at court); or

“At a distance”. This means we have agreed what I will do for you by e-mail, post or a website, without a face-to-face discussion with me or my clerk.

If applicable, the cancellation period will expire after 14 days from the day on which the contract is agreed by us.

To exercise any 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 e-mail to the contact details provided on my letterhead). You may use the attached model cancellation form, but it is not obligatory.

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.

Effects of cancellation

If you cancel our call, then I will reimburse to you all payments received from you.

I will make the 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.

If you requested me to begin the performance of services during the cancellation period, you shall pay me an amount which is in proportion to what has been performed until you have communicated to me your cancellation from this contract, in comparison with the full coverage of the contract.

Yours sincerely,

Tom Bradford

Tom Bradford
Barrister
Chambers of Tom Bradford
483 Green Lanes
London, N13 4BS

Terms

1. I am the only person you are instructing and I will personally do all the work needed under this arrangement. I am a dual capacity lawyer both as an independent barrister and as a partner in a law firm. You are engaging me now as an independent barrister, through the public access scheme. I am regulated by the Bar Standards Board.
2. On the basis of our exchange of messages I consider that I have sufficient experience and competence to have an initial consultation call with you. If, during the course of that initial consultation, it becomes apparent that this is not the case, then I will bring this to your attention.
3. 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 or solicitor (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.
4. There may be times when my professional commitments clash. If I identify a possible clash of commitments and I am unable to work on your case I will do my best to notify you and rearrange our consultation call.

The work I will carry out

5. The work you are instructing me to carry out is set out in my cover letter.
6. If subsequent work is needed on this matter, and I am available to do the extra work, there will need to be another letter of agreement between us.

The range of work barristers can carry out (but NOT included in these instructions for our consultation call)

7. 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 and I would not in my capacity as an independent barrister.
8. Whilst NOT included in these current instructions, here are some examples of work I can carry out.

- (1) I can draft letters on your behalf.
- (2) I can appear on your behalf to argue your case at court.
- (3) 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.
- (4) I can advise you on the need for expert evidence and 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) 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. 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.

I can draft formal court documents for you, serve court documents on other parties and file them at court on your behalf. 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.

I can go on the court record and provide my address to the court as the 'address for service' of documents. This is the address which must be provided to the court for receipt of formal court documents sent by the court or other parties.

9. As you are instructing me without a solicitor, you must be sure that:

- (1) you are able to do whatever is necessary for those matters that I cannot deal with; or
- (2) you have made an arrangement with another person of suitable competence and experience to provide these services for you. If, upon having the initial consultation, it seems appropriate to deal with this matter through a solicitors firm, then I will make that known to you.

Circumstances when I may not be able to act for you

10. As a barrister, I must follow the Code of Conduct in the BSB Handbook, which is available on the BSB's website: <https://www.barstandardsboard.org.uk/>

11. That Code of Conduct requires me to consider whether a solicitor needs to be instructed in your own interests. If there comes a point at which I consider you need a solicitor then I will no longer be able to act for you as an independent barrister, and will invite you to instruct either the solicitors firm in which I work, or another solicitors firm as appropriate. If I foresee that situation arising, I will give you as much notice as possible.

Legal aid

12. 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.

13. You can find out more information on the www.gov.uk website: <https://www.gov.uk/legal-aid>

14. If you wish to be assessed for legal aid for a civil case, you can contact Civil 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: <https://www.gov.uk/check-legal-aid>

15. 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.

16. I 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).

17. 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

18. As I carry out all my professional work personally, there may be times when I am not available to you. If I become unavailable for our consultation call, then I will endeavour to give you as much notice as possible.

Fees

19. My fees for this work are set out in my cover letter above.

20. Under these terms, you are responsible for paying the fees set out in my cover letter.

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

Cancellation

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

23. 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 I will ask you to confirm that you understand you will lose your right to cancel).

Documents and consent to process personal data

24. You and I agree that:

(1) I am entitled to keep copies of any documents you give me for my own professional records for seven years in accordance with Rule C129 of the BSB Handbook; and

(2) If any hard copy documents are sent to me (I would not normally ask for this) then I will return all your original documents to you when I have carried out the work you have instructed me to do, in accordance with Rule C131 of the BSB Handbook.

(3) If you share any documents or information with me via Google Drive folder (or me with you), you can 'unshare' this at any time, so that I no longer have access to it. You confirm that you have read, understand and agreed to the terms of Google Drive and their processing of data and security measures.

(4) Any notes of our call may be stored by me for the purpose of easy reference, were you to engage me in the near future, on cloud-based software such as Workflow.com and DropBox.com, secured to the highest available levels on those platform (namely by two-factor authentication).

(5) Your details you enter on Calendly are subject to the terms and conditions of Calendly.com which you agree when you schedule the call.

26. In signing these terms, you confirm that you have given me your consent to process your personal data in this way for the purpose of carrying out your instructions. You have a right to withdraw consent, but if you do so I will not be able to carry out your instructions. To the extent that you choose to share information with me on Calendly, Google Drive, directly by email, or on any other third-party platforms, you have or will separately agree to their terms and conditions.

General obligations

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

28. 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.

Complaints

29. 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. If you would like a copy of the complaints procedure, please ask me. If you are not happy with my reply or my chambers' 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 myself 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

Cancellation form

To cancel the consultation form please use the Calendly 'cancellation' button. Alternatively, you can write to me as follows:

To Chambers of Tom Bradford, 483 Green Lanes, London, N13 4BS
London tom@tom-bradford.com

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

Ordered 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.

Don't hesitate to reach out if you have any feedback or questions.