

Ms Mohini Hersom
c/o Mr Alex McDowell
26 Bourne Court
South Ruislip
MIDDX
HA4 6SW

23rd April 2024

**Client Care Letter 3
Confidential**

Dear Ms Hersom,

Thank you for your recent instruction, the details of which are outlined in “The Work I Will Carry Out”, below. I would be pleased to offer you my professional services on the terms set out herein.

It is important that you understand what these terms are and, if you agree to the proposed arrangement, that you sign the enclosed copy and return it to me before we meet. If you are unclear as to anything in this letter, please let me know.

The basis on which I carry out professional work:

I practice with barristers from a set of Chambers (barristers’ offices).

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

There may be times when my professional commitments clash. If I identify a possible clash of commitments (meaning that I may not be able to work on your case at such a time), I will, with the help of our staff, try my best to do the following:-

- 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 give me a phone number where I would always be able to contact you;
- Suggest the name of another barrister within my Chambers (of a suitable level of seniority and expertise), who is willing to accept your case under the same terms as this agreement. You would then need to decide whether you want to instruct that barrister;

- Help you find a barrister from other Chambers if there is not a suitable barrister within my Chambers or if you do not want my Chambers to continue working on your case;
- Discuss with you the costs of using another barrister.

The work I will carry out:

- **To hold a telephone conference with you on Friday 26th April 2024. (At the time of writing, your friend/partner Mr Alex McDowell is planning to attend in person.)**

Any subsequent work to be undertaken on your matter will be discussed and agreed at the conference or subsequently and set out in a further Client Care Letter similar to this one.

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 all instructions for subsequent work that your case may need.

The range of work I can carry out:

I should explain to you the range of the work that barristers carry out, as well as the type of work they do not. 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 administrative management of a case proceeding through a court.

Here are some examples. Barristers can provide a range of services including:

- Providing expert legal advice;
- Offering advice on the formal steps which you need to take in proceedings before a court or other organisation;
- Drafting correspondence e.g. legal representations sent with applications, letters in response to the courts;
- Conducting correspondence with other parties (if it is agreed at the outset and is in your best interest for me to do so);
- Drafting documents e.g. grounds of appeal;
- Drafting formal documents for use in court proceedings;
- Drafting witness statements from you and other witnesses when required in proceedings based on information that that person has provided;
- Advising on suitable experts (for example, doctors, country experts);
- Drafting instructions to expert witnesses which you can send to the expert as a letter from you on your own notepaper;
- Appearing in Court or Tribunals on your behalf.

Examples of work barristers are not allowed to do include:

- Issuing applications on your behalf;
- Issuing court documents on your behalf;
- Taking formal steps in court or other proceedings;
- Contacting witnesses or collecting and investigating evidence;
- Instructing an expert witness on your behalf;
- Handling your money.

This means you yourself would have to send documents and letters to the other party, experts (if any), court or Tribunals, although a Barrister can help you prepare them. You would also need to contact witnesses and experts, and collect evidence to support your case.

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

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

Circumstances when I may not be able to act for you:

In all my professional work I must follow the Bar 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 will give you as much notice as possible.

If you would like to investigate the possibility of your financial means being such as to bring you within the scope of public funding, you should contact a solicitor who undertakes work for the Legal Services Commission. This is because public funding is generally only available for work carried out for a client by a solicitor, who may in turn instruct a barrister.

My availability:

As I carry out all my professional work personally, there may be times 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 to other clients during that time.

Fees and fee-structure:

- **My fee for the service described above is: £250.00** (two-hundred and fifty pounds)
- **This to be settled in full, via bank transfer in advance please, to:-**
a/c 7016 7010
Sort 20-10-53
M A SUFIAN
Barclays Bank
- For any further works, we will issue a further Client Care Letter and I will endeavour to find a fee-structure upon which we can agree and that works for both of us.

Under this contract, you are responsible for paying my fees. I operate a no refunds policy. 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 Barclays Bank base rate from 28 days of the date of the fee note.

Documents:

You and I agree that:

- I am entitled to keep copies of any documents you give me for my own professional records; and
- I will return all your original documents to you when I have carried out the work you have instructed me to do.

I would prefer that you give me copies of documents rather than originals. However, if this is not possible, I may make a reasonable charge to you for producing photocopies.

General obligations:

The information which you give me will be received in professional confidence. The only exception is that statutory and other legal requirements may 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 to such disclosure or telling you that I have made it.

The contract we are making between us will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

Cancellation:

If you are instructing me as a private individual you have the right to cancel this contract within 14 days without giving any reason under the Consumer Contract Regulations 2013. Once the services have been delivered, then the right to cancel is deemed to be over in respect of those delivered services.

Complaints:

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 for any reason my Chambers' complaints procedure is not able to deal with the problem, you may make a complaint to: Complaints Department, Bar Standards Board 289-293 High Holborn London WC1V 7HZ.

What to do next:

If you agree with the proposed arrangement set out above, please sign the enclosed copy of this letter and return it to me to record your agreement with the terms of this letter.

I look forward to working with you.

Yours Sincerely,

Abu Sufian

Client: I confirm I have read, understood, and agree to the contents of this letter.

Client Name (Print): MOHINI HERSON

Signature: MOHINI HERSON

Date: 24/4/2024