

Sean Middleton LL.B (Unisa)

Vat Reg No: 285 0181 07

10 Haven Close
West Bridgford
Nottingham
NG2 7LP

Mobile: 075-287-86566
Email: sgm@middleton-law.com

My Ref: SGM/22
Your Ref:

□ 2022

Dear ,

Per email:
Your Mobile:

Re: Your Matter:

Covid-19

I am only accepting work remotely at this time due to Covid-19 and will not accept work that entails going to Court in person if the this would put me at risk. Remote Court hearings are working well and Hybrid hearings where some parties go to court in person and others on video have become the accepted way of working. As the pandemic is causing things to change, I may revise my position in the future. I ask you to specifically bear this in mind before instructing me.

Thank you for your time on the telephone. I have enclosed a copy of the Bar Standard Board's (BSB) guidance for lay clients, which explains how the public access scheme works.

I will represent you in the matter but will not conduct litigation. This means all correspondence and notices will come to you directly. You must then inform me of anything the Court sends you and of any hearing dates.

I would be pleased to accept instructions from you on the terms set out in this letter and attachment. It is important that you understand my full terms as they will form a contract between us. It is also important that you understand that **I do not do legal aid work**. If you wish to discuss legal aid further before making a decision about whether to instruct me, please let me know. Legal Aid is only available in limited family cases and criminal cases.

I thought it would be helpful to set out the work that I will carry out for you and the fees that I will charge for this work.

The work I will carry out

The work you are specifically instructing me to carry out in the following stages:

STAGE 1:

- 1. Read the papers/documents thus far.**
- 2. Consult with you**

Please note: The above does not include any applications or other hearings,

including appeals that may emanate out of the scope of work anticipated. Such work will be agreed separately.

My fees for this

My Fee for the above work is £xx+VAT (£xx)

You and I agree that I will **not** represent you or do anything further until you have paid the fee before the commencement of each agreed stage of work and sent me a signed copy of this contract. Alternatively, made the first payment where I have agreed terms.

Where I have broken work into stages, not all the Stages may be necessary, and you may elect, where possible, which stages to leave out, do yourself or instruct me to do.

Rate Applied and status of work

This work is considered **Urgent or you require me to start immediately/not urgent and I may begin after the cooling off period**

***delete whichever is not applicable and tick or delete the relevant box on the signature page. If not ticked, then you agree I may wait until the 14 days cooling off period expires.**

Hourly rate of **£250. p.h.** is applied for additional work.

Additional work.

If you ask me to do additional or additional work becomes necessary that is not part of the scope of the work agreed between us then on completion of that work I will charge you according to the time spent in completing that work by sending you a Fee Note (a Barristers invoice). My Fee notes are payable on presentation. It is therefore important that you give me proper instructions and do not leave anything out so that I may accurately assess the time that I will spend on your matter.

Telephone calls/emails/all other matters incidental

Barristers do not normally charge for emails and telephone calls and time spent in the same way as a solicitor. However, as a Public Access Barrister, these activities take up a great deal of time as I have to “stand in” and do a lot of the non-litigation work that enables you to effectively be a litigant in person. While have an “open door” policy and do not charge for emails and telephone calls in the normal course of the a matter if time spent on the telephone or attending to correspondence/documents becomes excessive I reserve the right to charge pro-rata or in full for this time.

These activities will be charged at an hourly rate above in units if 6 minutes per unit. plus, VAT per hour. **High Court work is Charged at £450+VAT p.h. and County Court is charged at £250 p.h.+VAT**

By signing this care letter, you agree that you are happy to have these charges included in your bill and will be put forward under recovery of cost.

Costs

Preparatory work is recoverable under Rule 46 CPR and I will keep a record of time spent on your matter and present it to the Court after the hearing for assessment in the event that you are awarded costs. The Judge has the discretion to grant reasonable costs for this part of the work and you might not recover all of the costs. I intend to claim for all work as allowed for in

this and previous care letters (as applicable). **It is your responsibility to file a cost schedule no less than 24 hours before the hearing with the Court and the other side. If you do not do this the Court will disallow these costs and not do the assessment**

Fee Notes (Invoicing)

I will not hold money on account for you and any Fee Notes will be sent at on request Fee Notes will be sent care of yourself and by signing this letter you acknowledge that you are authorised to instruct me to represent you and **your Company/Others** in this matter. (if not applicable delete and initial). Fee Notes, Statements and a record of work done are sent at regular intervals or by request.

Jointly and severally

In the event that my fees are not paid, then you acknowledge that by signing this letter where you act as a **Director/Shareholder/Estate/Ors** and you also sign with one signature as Guarantor in your personal capacity for the Company/Estate/the other parties and that you are personally liable for any outstanding fees jointly and severally. (if not applicable delete and initial)

Payment

Payment can be made into my bank account held with HSBC:

Account Number: **62371723** Sort Code: **40-33-33**

Card Payments

I am also able to accept credit and debit card payments over the phone or in person for

- **MasterCard,**
- **Visa, and**
- **American Express**

Interest

Interest is charged on all amounts over **30 Days at a rate of 10%** per month unless a lower amount is agreed between you and me. In previous years it has not been my policy to enforce interest on overdue account, however from 1st January 2018 aged interest will automatically be added to overdue amounts on your account. Kindly keep this in mind and ensure that your account is up-to-date as per any agreed terms.

If you anticipate a problem, please feel free to discuss this with me in advance so that we may explore possible solutions if your circumstances change.

Payments must be in above bank account by the 4th of each month.

Litigant in Person

You acknowledge that by signing this letter that **I have explained that you will be responsible for the receiving, sending, serving and filing of all legal forms, pleadings and other documents with the parties in your case and with the Court.**

This will also include preparation of any Hearing or Trial Bundle/s. Your attention is drawn to PRACTICE DIRECTION 39A – Miscellaneous Provisions Relating To Hearings.

A litigant in person acts as their own solicitor and therefore must perform the duties of a

solicitor. I may assist you and advise you, but you remain the nominated person to whom the Court will send notices and documents to and whom the other side will serve documents on. You must advise me on receipt of such notices, papers and correspondence.

As a Public Access Barrister, I never assume responsibility for your case, and you are always responsible for anything that is sent to the Court or to the other side. You have a duty to read all documents, letters, statements, court order etc. even if they are prepared by me to ensure their contents is accurate and reflects the case you wish to put forward. You are at all times responsible for “your own affairs” (Please see the guidance notes). If you feel that you cannot do this then I urge you to consider instructing a solicitor.

Papers

Fees agreed are subject to sight of the papers. If, on receiving the papers, the volume of papers is such that a higher fee may become reasonable, we agree a proportionate adjustment will be made at such work will be charged at my hourly rate. I will inform you as soon as it is clear that an adjustment needs to be agreed. If we cannot agree then I may return your papers and elect not to represent you.

While I may agree to receive the papers by email, electronically or by some other means it is not my place to print out and create bundles. Any file I create, I do so for my own convenience and the bundle remains my work product at all times. I am entitled to be provided with a proper set of papers that are in the form of a hearing bundle and compliant with the rules of court.

Risk

While I will represent you to the best of professional ability, **I cannot give you any guarantee** as to the success or outcome of your matter. This will mean that even if I express a positive view as to the merits of your case it is not to be taken as a guarantee. Neither is my entire fee or any part of it risk-based. Kindly note that **I do not do contingency fee-based work (CFA).**

Appointment of Solicitors

If I am of the view that your matter is no longer suitable for public access, then you authorise me to discuss or share sufficient information in order to refer you to a firm of solicitors who may then act for you. In the event that you sign a care letter/letter of undertaking with them, then that will terminate my instructions under this care letter but that any outstanding fees will still be paid.

If you do appoint a firm of Solicitors, you may still choose to have me represent you as Counsel, but it will be in terms of taking instructions from your appointed solicitor. In such an event, my instruction will not begin until they have formally instructed me in writing and agreed suitable terms of engagement with my clerk or myself

Right to cancel

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

1. If this contract is cancelled, I will reimburse to you all payments received from you.
2. 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.
3. 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.

Circumstances where you Waive your right to Cancel

You and I agree that you specifically waive your statutory right to cancel this contract in the following circumstances:

1. I am asked to do work on an urgent basis
2. There is less than 14 days between the date on which you signed this care letter and the work becomes due.
3. You specifically require me to start work before the 14 day cooling off period has expired

Understanding Cancellations, postponements and refresher

It is important that you understand that once you have paid me that there is a binding contract between us. It is also important that you understand that the nature of the work I do for you is time based so essentially you are booking and paying for an allotment of time which If for any reason, you elect to cancel your instruction to me then:

1. I am entitled to keep an appropriate amount of money towards work done which will include the reading of papers, preparation, telephone calls, emails etc. **This amount will be based on my hourly rate as stated above.**
2. If a Court date does not go ahead for any reason at all and I receive less than 14 days' notice that the hearing is cancelled, then it will be deemed that you have booked me for that time and no refund will be due to you.
3. If a matter goes on longer than the days allocated for the hearing, then a refresher fee will become due and payable for each day by which the hearing is extended.

4. If your matter is postponed until another day sometime after I have prepared for the hearing then I will be entitled to ask for a refresher fee in preparation before going to Court.
5. Where additional works becomes necessary and I must undertake such work that could not have been foreseen or you did not tell me about, then such work will **be based on my hourly rate as stated above and a schedule of additional work will be presented with a Fee Note (Invoice) on completion.**
6. 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. **My hourly rate as stated above will be applied against the number of hours already spent before you contacted me requesting to cancel. You will therefore be entitled to any amount remaining once this amount has been offset against the fee paid for the work done and court time, time booked with the 14-day period.**

Feedback

After the conclusion of your matter please kindly give feedback on my service. This is confidential and your details are not shared with any 3rd Parties. I am required to offer clients the opportunity to rate their experience in term of professional rules of practice. I am registered under the Data Protection Scheme.

If you are dissatisfied with the service you receive

If, for any reason, you are unhappy with the service you receive I have a complaints process that you may follow. Further details about what to do if you have a complaint are set out in my terms.

Please read this letter and my full terms carefully. If you are happy for me to take on this work and agree with my terms, please sign the enclosed copy of this letter and return it to me. If you do not understand any of my terms, you should ask me to clarify or explain them.

Yours sincerely

Sean Middleton

Barrister (England and Wales)

Barrister (Northern Ireland)

Advocate of High Court of South Africa

Public Access Accredited (authorised to conduct Litigation)

Member of The Honourable Society of Gray's Inn

Member of The Honourable Society of Inn of Court of Northern Ireland

Member of The Bar Library of NI

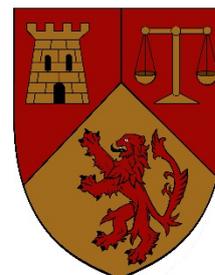
Member of the Western Circuit

Member of the South East Circuit

Member of Association of Military Court Advocates

Member of Commonwealth Bar (England)

Arbitrator – AFSA – Commercial Panel Arbitrator – AFSA – Commercial Panel (South Africa)



Attachment**My terms:**

1. My name and professional title is Sean Middleton, Barrister and I am registered with the Bar Standards Board under that name. 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 practising address and contact details are as set out on my letterhead. You can also contact my clerks at the same address and telephone number or by email to sgm@middleton-law.com My VAT number is 285 0181 07

These terms in addition to anything agreed by telephone, email or in my covering letter form the contract between us.

My professional obligations

2. I have carefully considered your instructions and can confirm that I have sufficient experience and competence to undertake the work necessary to carry out those instructions.
3. I am a self-employed barrister, and I am in sole practice. I do not practice from a set of Chambers. I am not employed by a regulated entity (which is defined as a BSB entity or authorised (non-BSB) body). A Barristers Chambers is a practice where a collection of independent self-employed barristers share premises and administrative services. Those administrative services are provided by staff that we call clerks. My work may mean that I am not always in available or that you are not able to contact me directly. You may find the best way to contact me is to leave a message with my clerks either by telephone or by email and I will respond as soon as I am able to do so.
4. A Barristers Chambers is not a firm. I am the only person you are instructing and I will be personally responsible for doing all the work needed under this arrangement. [If outsourcing is contemplated: I may engage somebody else to assist me in carrying out your instructions by providing support services which are critical to the delivery of that work. This is known as outsourcing. I will only outsource work where:
 - 4.1. I consider that it your interests to do so;
 - 4.2. I have not misled you about the services I am supplying, who will carry out the work involved and the basis on which you are being charged for the services. This may and usually will mean that I will tell you in writing in advance, either in my letter of engagement or otherwise, what work I am proposing to outsource, to whom and on what terms;
 - 4.3. I have ensured that the person I outsource the work to is competent and capable and is under the same duties to you as I am in respect of confidentiality, data protection and any other relevant professional obligations;
 - 4.4. I have discussed with you any concerns or queries you have about the possibility work may be outsourced, I have not engaged anyone to whom you have a reasonable objection and, where it is appropriate to do so, I have got your written consent to the proposed outsourcing arrangement.]
5. 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 and 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/

6. If I have accepted your instructions, the only circumstances in which I can cease to act for you and return your instructions are set out in rules C25 and C26 in the Code of Conduct. These include where I am prevented from completing work I have agreed to do by reason of my professional duties or where I have conflicting professional obligations. In these circumstances:
 - 6.1. I will either obtain your consent to my ceasing to act and returning your instructions or I will clearly explain to you the reasons for doing so;
 - 6.2. I will not pass your instructions on to another person without obtaining your consent;
 - 6.3. If I am unable to carry out work I have agreed to do due to a clash of professional commitments I will warn you as soon as possible. If that is so I will 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. If there is not a suitable barrister within my Chambers, or if you do not want my Chambers to continue working on your case, I will suggest how you may contact barristers from other Chambers who may be able to take on your instructions.
7. My Code of Conduct requires me to consider whether a solicitor needs to be instructed in your own interests or the interests of justice. If there comes a point at which I consider you need a solicitor 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 notice as possible.

The basis on which I carry out professional work

8. Barristers can advise on the law, draft documents for their client or send letters on their behalf and represent them before courts or other tribunals or in settlement discussions. Barristers do not handle client money or undertake the management or general conduct of a client's affairs. 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/regulatory-requirements/bsb-handbook/public-access-guidance-for-lay-clients/>

9. The work you are instructing me to carry out and the fee I will charge are set out in the covering letter of engagement. If you wish to instruct me to do further work and I agree to do it there will need to be another letter of engagement between us. The terms set out in this attachment will, unless otherwise agreed, apply to any other work you instruct me to carry out in the future.
10. I am authorised by the Bar Council to conduct litigation. However, I have not agreed to conduct your litigation and I cannot handle money on your behalf. That means if your case involves proceedings before any court in England and Wales, and unless we specifically agree otherwise in writing:
 - 10.1. You will have conduct of your case as a litigant-in-person;
 - 10.2. I am not undertaking the general management of your case or taking on any arranging role in respect of the case;

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- 10.3. I cannot be expected to perform the functions of a solicitor or other person who is authorised to conduct litigation. That means I will not, for example, do any of the following: issue proceedings; acknowledge service of proceedings; serve formal documents; go on the court record or give my Chambers' address as the address for service; fulfil limitation obligations, disclosure obligations or other obligations arising out of or related to the conduct of litigation.
- 10.4. You must be able to do whatever is necessary for the general management of your case and you must be able to perform the functions, with appropriate help if necessary, that a solicitor or other authorised litigator would normally carry out when conducting litigation.
11. If I have required my fee to be paid in advance or you have agreed to do so then it is a condition of our arrangement that I cannot do any work for you until that payment has been made. For the avoidance of doubt, therefore, I am not instructed by you until I have received from you a signed copy of the letter of engagement and, if payment has been required in advance, that payment has been received by me.

Interest on unpaid fees

12. If you owe me any fees and do not pay them for more than three months after those fees become due, interest will be payable at 10% per month on a compound basis from the date that you became liable to pay those fees.

Confidentiality and documents

13. 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 [enclosed with this letter / available at [\[link\]](#)]. 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 under the General Data Protection Regulation and Data Protection Act 2018). I will only disclose the information you give me if:
- 13.1. you consent to me doing so;
 - 13.2. 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)
 - 13.3. it is already in the public domain; or
 - 13.4. I am under a legal or professional obligation or entitlement to do so.
14. You agree that:
- 14.1. I am entitled to keep any documents you give me for my own professional records and/or make copies of those documents.
 - 14.2. 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 Regulation I will destroy them after any need to retain them has passed.

- 14.3. You will provide me with copies of documents rather than originals. In the event that a document is not capable of being copied you will contact my clerks to make arrangements for the delivery and safe return of the document.
 - 14.4. I am not obliged to return documents to you and therefore you should keep copies of the documents that you provide me with.
 - 14.5. 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.
15. 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 in 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.

Applicable law

16. This contract and any disputes relating to it will be governed by the law of England and Wales.

Complaints

17. 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 and I will send you a copy of my complaints procedure.
18. If you are not happy with my reply, I will ask an independent barrister to review your complaint and write to you. If you are still not happy and you feel that you have a genuine complaint 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.
19. You must complain to the Ombudsman within six months of receiving a final response to your complaint from myself (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.
20. If you have agreed to have a solicitor act for you in this matter on my advice or for any other reason you must complain via your solicitor, first.
21. For further details about how to make a complaint to the Legal Ombudsman, including guidance about the new scheme rules that came into effect on 1 February 2013, 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>

Cancellation

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

Fees

24. My fees for this work are set out in my cover letter.
25. Under these terms, you are responsible for paying the fees set out in my cover letter.

Legal Aid

26. 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.
27. You can find out more information on the www.gov.uk website:

<https://www.gov.uk/community-legal-advice>
28. If you wish to be assessed for legal aid for a civil case you can contact Community 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:

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

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

- By signing this letter, you agree to me keeping your information for the specific purpose of conducting work in your matter under the GDPR – **please tick**
- By signing this letter, you confirm work that I will undertake will be limited to the scope of work in my care letter and that additional work or unspecified work added on will be billed at my hourly rate – **please tick**
- By signing this letter, you confirm that you have read and understood the terms of my care letter – **please tick**
- By signing this letter you acknowledge that you have read and understood the responsibilities and what it means to be a litigant in person. – **please tick**
- By signing this letter, you confirm that you have agreed to waive your statutory right to cancel and that you want me to represent you on an urgent basis/to begin work before the cooling off period expires and that you understand that any work done will be charged at my hourly or day rate (whichever applies) – If you choose not to tick this Box then I will only begin work after the cooling off period -**please tick or delete**

Client's name (please print):.....

Client's signature:.....

Date:.....

February 2020

Bar Standards Board