

India Buildings Chambers

Client Care and Standards of Service

Set out below is essential information on our standards of operating and the criteria on which our fees are charged. It is provided here in the interests of clarity. We believe that the basis of excellent service is a clear understanding by both parties of exactly what can be expected.

1.. DEALING WITH INDIA BUILDINGS CHAMBERS

(a) Briefing Counsel for hearing

Instructing Solicitors may book Counsel by telephone, letter, fax or e-mail.

Upon the requested booking, a member of our clerking team will confirm whether or not the requested Counsel will be available for the hearing date.

If it is anticipated that the requested Counsel will be unavailable for the hearing date, you will be notified and reserve Counsel will be agreed with you.

If the reserve Counsel takes over responsibility for the case he or she is obliged to discuss the case with the original Counsel booked, in advance of the hearing.

To assist us in fulfilling our commitment to you, we ask you in return:

- (i) to notify us of the hearing date as soon as possible;
- (ii) to supply briefs as early as possible and in good time for the hearing;
- (iii) in the event of a hearing being unlikely to be effective, to notify us as soon as possible.

(b) Instructing Counsel for paperwork

We seek to ensure that instructions for paperwork are logged into our system and made available for Counsel on the day of their delivery to Chambers. If this is not going to be possible, you will be informed.

Chambers' general service standard for return of paperwork by Counsel is 28 days. This applies to pleadings, affidavits and advices.

Exceptions to this may be agreed for particularly heavy cases and would be confirmed with you when the papers are received. Also, for specific repeat/long term work which may be confirmed in a unique service agreement.

Should you require paperwork to be dealt with urgently or in a shorter time than indicated above, please mark the papers in **red ink** on the back sheet "URGENT – PAPERS REQUIRED BY (DATE)".

Unless marked to the contrary or covered by a unique service agreement it is assumed that the 28 day timescale is acceptable and the matter will be progressed on that basis.

(c) Acknowledging receipt of briefs and instructions

Written acknowledgements of briefs or instructions received by us are sent unless we are specifically requested not to do so. Barristers to whom briefs and instructions are assigned are required to check them **within 5 days** to ensure all documents listed by you have been received and that there is nothing to prevent him or her accepting the work. If any discrepancy is found or it becomes apparent that there is a conflict of

interest or instructions cannot be accommodated, you will be informed immediately. If the barrister is unable to comply with this initial check within the timescale, such as when out of town, you will be informed.

(d) Seamless service

If for any reason it becomes apparent that a barrister may not be available to fulfil an agreed commitment, you will be warned immediately. As soon as it is known for sure you will be contacted and, upon your instructions, papers will be: passed to counsel of equal experience and standing within Chambers; or transferred to alternative counsel at a Chambers of your choice; or returned to you.

(e) Returning briefs and instructions

On the conclusion of a matter or piece of work, all papers are returned to Instructing Solicitors. India Buildings Chambers do not hold, file or store any documents relating to completed cases. We maintain only a computer-based record created for our administrative purposes.

2. TERMS OF BUSINESS

(f) Level of fees in civil/commercial work

f.1 **Brief Fees**

In fast-track cases, standard rates will apply.

In multi-track and small claims cases, wherever possible we will agree fees with you after delivery of the brief and prior to the hearing based upon the following criteria:

- (i) seniority/expertise of counsel instructed;
- (ii) complexity of the case;
- (iii) value of the claim;
- (iv) preparation time;
- (v) length of hearing including conference on the hearing date;
- (vi) any expenses such as hotel or travel.

f.2 **Conference Fees**

If you wish to agree with us an hourly rate for preparation time and length of conference in advance of the conference, the hourly rate will be based upon criteria (i), (ii) and (iii) above. Otherwise, fees for conferences will be assessed after the conference has taken place based upon criteria (i) to (vi) above.

f.3 **Paperwork Fees**

If you wish to agree with us an hourly rate for preparation time upon delivery of the papers, the hourly rate will be based upon criteria (i), (ii) and (iii) above. Otherwise, paperwork fees will be assessed after the work has been completed based upon criteria (i) to (vi) above, as applicable.

f.4 **Conditional Fee Agreements**

Members of Chambers are prepared in principle to undertake cases subject to Conditional Fee Agreements. The terms will be negotiated in each case.

Fee charging for briefs for hearings, conferences and paperwork in Conditional Fee Agreement cases is the same as for civil/commercial work as above.

(g) Level of fees in family cases

Fees charged for hearings, conferences and paperwork in Legally Aided cases will be in accordance with the Legal Services Commission's regulations for Counsel's fees for the time being. Where a non-standard fee is claimed, the basis for the claim will be set out in a case report. We will provide, on request, a likely fee level where a non-standard fee is going to be charged to enable you to obtain appropriate funding from the Legal Services Commission.

The level of fees in privately funded family cases in respect of briefs for hearings, conferences and paperwork will be based on the same criteria as for civil/commercial work above but may also include, where appropriate:

- (vii) the seriousness of the allegations;
- (viii) the importance of the matter to the lay client.

(h) Level of fees in criminal cases

In prosecution cases, we will adhere to the fee structure and provisions for arranging fees that are established with the Crown Prosecution Service or other prosecuting agencies.

In respect of defence Legally Aided work, where Counsel is paid separately, we will deal direct with the appropriate authorities.

In respect of defence privately funded work, wherever possible we will agree fees with you after delivery of the brief and prior to the hearing, based on the following criteria:

- (i) seniority/expertise of instructed Counsel;
- (ii) complexity of the case;
- (iii) seriousness of the charge;
- (iv) preparation times;
- (v) length of hearing, including conference on the day of the hearing;
- (vi) any expenses such as hotel or travel.

(i) Fee notes

On completion of our work on a matter, all briefs, instructions or other material will be returned to you and with them an up-to-date fee note. Our fee notes record the services (hearing/conference/paperwork) for which the charge is made together with the dates thereof. In addition, where appropriate, the fee note will note the value of the case, preparation time, length of conference, length of hearing and any expenses (at cost) incurred.

In the event of a brief fee not being agreed prior to the hearing, for example where we are unable to make contact with the Instructing Solicitor, a fax will be sent giving the fee proposed. If the suggested fee is not acceptable to you, we will ask you to make contact with us within 7 days to discuss a mutually acceptable fee.

(j) Payment of fees

Unless we have agreed to the contrary, we require payment of fees pursuant to the Bar Council's Guidelines and the Legal Services Commission's Guidelines for the time being. The terms will be set out in our letter of acknowledgment.

3. SPECIAL CARE

(k) Client confidentiality

Where members of India Buildings Chambers are instructed on behalf of different parties in the same case, special procedures exist to ensure complete confidentiality. However, as soon as the situation is discovered, both barristers would be informed and you would be contacted to enable you to decide if you wish to continue to instruct the barrister in question.

(l) Conflicts of interest

Clerks are fully aware of the potential for conflicts of interest arising and care is taken at the outset, before briefs or instructions are accepted or Counsel recommended, to ensure no such conflicts exist. However, they are not always apparent until counsel receives the papers and work has begun. Whatever the situation, you will be informed immediately a conflict becomes apparent and alternative counsel will be recommended.

(m) Feedback

We invite feedback of whatever nature, both positive and negative, from our professional and lay clients as to the quality of our services. Clerks and Members of Chambers note your comments and pass them on to our Senior Clerk Stuart Jones for review. This is the way we ensure that our services are meeting your needs. Furthermore, there may be occasions when we ask you for specific comments on the quality of our service and hope you will bear with us in the interests of improving it wherever possible.

(n) Complaints

We have a recognised procedure for dealing with complaints that ensures they are given proper attention, and a suitable remedy is found without delay.

Any complaints by the professional or lay client should be made without delay, in writing, to Stuart Jones, Chambers' Senior Clerk, who will investigate and respond within 14 days of receipt.

Should you not be satisfied with the response you receive, the matter will be referred to the Head of Chambers. The matter will be further considered and may include a meeting with all parties concerned in an effort to reach a satisfactory conclusion.

If these attempts fail, clients will be referred to the General Council of the Bar.

(o) Data Protection Act

All Members are registered under the Data Protection Act 1998. This means that any personal data or information contained on briefs or instructions sent by email to barristers is subject to the required security controls appropriate to the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or damage.

(p) Equal opportunities

Chambers adhere to the requirements of the Equality Code For the Bar. These are direct requirements of legislation or the Code of Conduct of the Bar of England and Wales.

Members and staff do not discriminate directly or indirectly against or victimise anyone on the grounds of their race, colour, ethnic or national origin, nationality, citizenship, sex, marital status, sexual orientation, disability, religion, political persuasion or age.