

ANDREW RINKER
Barrister

CLIENT CARE LETTER

Dear Client:

Client Care Letter: incorporating the terms and conditions governing instructions to and the work of Andrew Rinker in respect of legal advice and services.

Andrew Rinker, as Lawyer, of Rinker-Law would be pleased to accept instructions from you, as the Client, solely upon the terms and conditions set out in this letter agreement (sometimes referred to as the "Agreement"). It is important that you understand these terms and conditions. If you do not understand them or if you are in any doubt, then you should seek clarification before continuing.

The terms and conditions under which I will carry out professional work for you shall be as follows:

Designation of Barrister; Scope of Representation

1. **Designation of Barrister.** Andrew Rinker is the only person that you are instructing. I may consult other barristers, solicitors and professionals and may have my assistants or independent contractors undertake preparatory and administrative work in relation to your Matter, to which you consent, but I will personally be responsible for all legal advice under this arrangement. I am a sole practitioner and independent contractor.
2. **Scope of Representation.** You have engaged me in connection with

(the "Matter"). My representation is in connection with the Matter only, unless otherwise agreed in a signed writing.
3. **Experience.** I have carefully considered your instructions and can confirm that I have sufficient experience and competence to undertake the work.

Conflicts of Interest; Time or Scheduling Conflicts

4. **Conflicts of Interest.** If for any reason I am unable to represent you, for instance because of a conflict of interest, I shall notify you immediately. Where suitable, and solely with your agreement, it may be necessary for me to refer your case to another public access barrister. I will explain why I have made this suggestion. The other 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 believe that your needs would be better served through a firm of lawyers, you will need to instruct a firm of solicitors.

5. **Scheduling Conflicts.** If the instructions require a meeting, court appearance or other work to be performed on a specific day, it may be possible that these obligations conflict with my other professional commitments on that day. If I identify a possible conflict of commitments where I will not be able to deal with your case, I will endeavour to:
- a. Warn you as soon as possible and ask you how you would prefer to continue with the matter. It would be helpful if you provide me with a phone number where I could contact you promptly.
 - b. Suggest the name of another suitable barrister who is willing to accept your case under the same or similar terms as this agreement. You would then need to decide whether you want to instruct that barrister.
 - c. Discuss with you the costs of using another barrister.

Limits on Ability to Act; No Further Obligation; No Guarantee of Results; Legal Insurance

6. **Limits on Work under Public Access Scheme.** In all my professional work I must follow the Code of Conduct of the Bar of England and Wales. Pursuant to that Code, if I consider that a solicitor should be instructed in your own interests or for some other professional reason, I will no longer be able to act for you except on the instructions of a solicitor. If I foresee that situation arising, I will give you as much notice as possible.
7. **No Obligation of Barrister to Accept Further Instructions.** The fact that I have a consultation with you does not necessarily mean that I will accept any further instructions in your Matter, and I expressly reserve the right to decline to act for you at any point in time, for whatever reason.
8. **No Guarantee.** You acknowledge that I have made no guarantee regarding the disposition of any phase of this Matter. During the course of representation, I may provide you with my candid advice and professional predictions regarding how the Matter may be resolved by the judge or other finder of fact. In so doing, I make no guarantee regarding the outcome.
9. **Legal Insurance.** I have advised you that your legal costs may be covered by a personal or employment insurance policy or employment benefit. It may also be covered by trade union benefits. You have undertaken to ascertain that you have no such legal costs coverage and acknowledge I have not been retained to investigate whether you have such coverage or to arrange such coverage. I have also advised you about the availability of after-the-event (ATE) insurance and legal expenses insurance (LEI) and you have independently determined whether such insurance is appropriate for you.

Public Legal Aid

10. **Public Legal Aid.** 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.
11. **Legal Aid Information.** You can find out more information on the www.gov.uk website: <https://www.gov.uk/community-legal-advice>. 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/eligCalc?execution=e2s1>
12. **Limits on Ability to Advise Legal Aid Clients.** 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).
13. **Waiver.** 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.

Basis for Undertaking Work; Fees

14. **Work Based on Only Your Instructions.** All the work that I will undertake for you will be done only on the basis of your express instructions. In most cases I will require these instructions to be in writing.
15. **Basis of Fee Calculation.** I offer competitive rates which are charged on an hourly rate and vary depending on the nature and complexity of the Matter and the experience of counsel. I typically charge between £750-£900 per hour plus VAT. Fixed fees are determined based on estimated time at these rates.

16. **Fixed Fees for Advisory and Drafting Work.** In many cases you will be given a fixed price fee in advance for advisory and drafting work. Where you are given a fixed price, we will not exceed the amount we have quoted without your prior authority.
17. **Fixed Fee for Advocacy Work.** I usually charge fixed-rate fees for advocacy work. I will negotiate and determine those fees with you before appearing on your behalf.
18. **Cost Estimates; Fixed Fees to be Paid in Advance.** Prior to the commencement of work, an estimate of cost will be provided to you. Subject to agreement, if I have provided you with a fixed price, the fees will need to be paid in advance of the commencement of any work.
19. **Additional Work.** Where additional work is required by me beyond what was previously agreed, a new quote and a new contract will be agreed. I will not undertake any new work until all outstanding fees have been paid.
20. **No Guarantees Regarding Total Fees and Costs.** Other than the estimates of fees and costs for a particular phase of your matter, I have made no promises or guarantees whatsoever as to the total fees and costs which may ultimately be required to complete the Matter where additional work may be required beyond that portion of the Matter for which you have been given a fixed quote.
21. **Consultations.** A consultation is an opportunity for you to receive frank and competent legal advice, guidance and help regarding the legal merits of your case, the law, strategy and general guidance in a legal context from a knowledgeable legal professional in respect of your problem.
22. **Telephone / Personal Consultations.** If you request a telephone or face to face consultation and you are given a fixed price quotation, unless otherwise agreed, you agree that the cost of the consultation shall include only a prior review of a one-page summary of the issues, prepared by you, and shall not include a review of all of the other relevant documents. All fees are payable in advance. If further consultations become necessary, and I agree to accept further instructions on the matter, you agree that additional consultation fees will be payable.
23. **Initial Consultation; Summary Advice.** You agree that the initial consultation is limited to a summary advice, an overview of the facts, an overview of the law, summary advice as to merits, next steps, strategy and various options open to you in your matter, including likely prospects of success. The initial consultation is not intended to be an in-depth consultation, unless we have agreed, and you have paid, in advance for reading time prior to the consultation.

24. **Failure to Agree Fee in Advance; Default Rate.** In the unusual circumstances that we have not agreed a fixed fee for services in advance, if I attend court or meeting, provide a consultation or undertake any drafting services for you, then you agree to pay me the fees for such services at the rate of £800 per hour.
25. **No Obligation to Attend Court without Receipt of Funds.** If you instruct me to attend court for you and I accept your instructions, such acceptance is conditional upon my receipt of cleared funds from you. I will be at liberty to withdraw my acceptance to act for you up until such time that I am in receipt of cleared funds.
26. **Obligation to Pay Fees in Event of Adjournment or Postponement.** If you instruct me to attend court on a particular Court date or dates, and confirm the instruction via cleared funds, you agree that if the matter that I am instructed to attend on gets adjourned or postponed for whatever reason, and that if such adjournment is not notified to me in writing at least ten (10) days prior to the hearing or trial, then the hearing, brief or attendance fee remains due and payable. The reason for this provision is that I will have reserved the time in my diary to attend the hearing or trial and will have limited my ability to take on other business at that time. No refunds shall be due or payable.
27. **Short Hearings.** If for whatever reason the case goes short (i.e., it is scheduled to last three (3) days but only lasts two (2) days), then the hearing fee for the three full days as paid is not refundable and, if not received in advance, the fee remains due and payable.
28. **Payment Terms if Fees Not Paid in Advance.** If for whatever reason payment is not made in advance for any service that I may offer you, then full payment is to be made within five (5) days of the date of request for payment.
29. **Disbursements/Expenses.** During the course of your matter, we will incur expenses and these will be in addition to your fees. These expenses will be billed at our actual costs, without premium, and will include, for example, such items as photocopying at .10p per copy, courier services, out of London travel expenses and international telephone charges. We will raise a separate invoice for these expenses as they are incurred.
30. **VAT.** We will add VAT to our charges at the rate that applies at the time we carry out the work. Currently, VAT is at 20%.

Failure to Pay Amounts Due Timely; Enforcement in Default

31. If you should fail to pay any invoice properly drawn and such failure lasts more than five (5) calendar days from the date of the invoice, your account becomes in default. In such an event I am entitled to stop all work for you and any monies paid in respect of other work and all services rendered shall

be forfeited, irrespective of whether or not that service(s) has commenced or been completed.

32. **Interest; Administrative Fee; Costs of Collection.** In addition, should your account be in default, you agree to pay us interest at the rate of fifteen (15%) per annum, compounded monthly, plus an administration charge of £150, payable immediately. In the event that it is necessary to issue proceedings to recover monies you owe us, we reserve the right to recover all legal costs on the indemnity basis, irrespective of the value of default. For this purpose you agree that in the course of any claim or proceeding by us for the collection of any amounts due to us, or would otherwise be proceeding, under the small claims track, for the matter to be dealt with, at least so far as costs are concerned, under the multi-track costs provisions of the Civil Procedure Rules as amended from time to time.

Documents and Files

33. If you have sent me any documents, you and I agree that:

- a. I am entitled to keep copies of any documents you give me for my own professional records; and
- b. I do not accept original documents, except where expressly agreed in writing by me, and will not return any documents you send me unless you request for those to be returned, you and I expressly agree in writing to do so and you provide funds for postage together with a £10 administrative fee.

34. **Retention, Delivery and Destruction of Files.** I will scan and store your client files and documents in electronic PDF format and destroy (except where originals of the documents, such as wills, trusts, promissory notes and contracts, are necessary to give such documents legal effect) all hard-copy (paper) files, given to or received by me immediately after scanning. I will store at my expense all relevant PDF files relating to your matter for a period of up to six (6) years following termination of my representation and may thereafter destroy same without further notice to you. You may request in writing that I make available to you or your designee any PDF files in my possession. Within seven (7) days of receipt of such request, I shall make electronic copies (not hard copies) of available for pick up at my office. In addition, I will store all those original documents which I have specifically agreed with you in writing to maintain and will return them to you within seven (7) days of receipt of your request. I may also return these original documents to you at any time by first class mail, recorded delivery mail or commercial courier service.

Insurance and Limitation of Liability

35. **Limitation of Liability.** My total liability to you for any claim in respect of services provided to you under civil law (whether in contract, negligence, misrepresentation or otherwise) shall not exceed one (£1,000,000) million

pounds sterling. This is not a standard term and has been set after consideration of the relevant circumstances. However, if you wish to alter this term, I may reconsider my fee detail above. Please discuss this with me if you do not understand this provision or if it causes you any concern. If you believe this limit should be set at a different level, then please contact me immediately.

36. No Responsibility for Commercial, Financial, Tax and Accounting Implications of Advice. Unless specifically undertaken in writing, I do not take responsibility for, nor will I make any assessment of, the commercial, financial aspects or the accounting or tax implications of your matter, which you must assess yourself in liaison with your other advisers where you consider appropriate.

37. Restrictions on Limits of Liability. I can only limit our liability to the extent the law allows. Nothing in this Agreement excludes or limits my liability if and to the extent that it is not possible by laws or rules of professional conduct for such liability to be limited or excluded. In particular, I cannot limit our liability for death or personal injury caused by my negligence. If any part of this Agreement seeking to exclude or limit my liability is found by a Court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

38. Acceptance of Limitations of Liability. Your continued instructions will be treated as acceptance of these terms.

Complaints

39. Initial Client Complaint. I hope you will be more than satisfied with my professional services. If for any reason you are not satisfied, you should first refer the matter to me in line with my complaints procedure.

40. Legal Ombudsman. If my complaints procedure is not able to deal with the problem, in accordance with the Bar Standards Board, you may make a complaint within six months of receiving a final response to your complaint (provided the response specifically notifies you of your right to complain to the Ombudsman and of the six month time limit) to: The Legal Ombudsman by telephone on 0300 555 0333, by email at enquiries@legalombudsman.org.uk or by letter to PO Box 6806, Wolverhampton WV1 9WJ. 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.

41. A guide to the new scheme rules that came into effect on 1 February 2013 can be found on the Legal Ombudsman's website at:

<http://www.legalombudsman.org.uk/downloads/documents/A-guide-to-our-revised-Scheme-Rules.pdf>. For further information, the website for the Legal Ombudsman is <http://www.legalombudsman.org.uk/consumer/index.html>.

42. **Bar Standards Board Help.** The Bar Standards Board (BSB) also provides information about the barrister complaints procedure. The Bar Standards Board may be contacted by telephone at 020 7611 1445 and by letter at Complaints Department, Bar Standards Board, 289-293 High Holborn, London WC1V 7HZ. The BSB website for complaints against your barrister is found at <http://www.barstandardsboard.org.uk/complaints-and-professional-conduct/concerns-about-a-barrister>.

Electronic Signatures; Notices; Informed Consent; Professional Conduct Rules

43. **Electronic Signatures and Copies.** You and I agree that a digital signature shall be effective to prove assent to the terms of this Agreement. Furthermore, you and I agree that the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in Portable Document Format ("PDF") or other digital format, and that no "original" hard-copy document shall be retained by me to prove the terms of this Agreement.
44. **Notices.** All notices shall be provided to the parties at the addresses or email addresses set forth below.
45. **Commencement; Effective Date.** I will not begin work on the Matter, have not been retained by you, and am under no duty to represent you until you have signed the Agreement and returned it to me. Unless otherwise provided herein, this Agreement is effective as my actual receipt of this Agreement signed by you.
46. **Consultation and Informed Consent.** By signing below, you acknowledge that you have had the opportunity to discuss the terms of each paragraph of this Agreement with me.
47. **Applicability of the Code of Conduct of the Bar of England and Wales.** You and I understand that I am bound by all provisions of the Code of Conduct of the Bar of England and Wales (the "Rules"). Any obligation arising under this Agreement that conflicts with my obligations under the Rules shall have no effect.

Confidentiality; Complete Agreement; Choice of English Law and Forum

48. **Confidentiality.** 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.

49. Complete Agreement, Amendment and Severability. This is the complete agreement between you and me with regard to matters addressed herein. Any changes or amendments to this Agreement and any future agreement(s) as to costs and/or fees owed under this Agreement must be set forth in a writing signed by the parties in order to be effective. There are no oral agreements of any kind relating to my representation of you. If any portion of this Agreement, or any portion of any paragraph of this Agreement, is declared invalid, the remaining portions shall be given full effect.

50. English Law; Sole Jurisdiction of English Courts. The contract we are making between us will be governed by English law, and any dispute will be subject solely to the jurisdiction of the English courts.

I hope you will find these terms and conditions of work acceptable. If you have any question about the contents of this letter Agreement, please contact me.

Signed (either manually or digitally) as of the dates set forth below.

Sincerely yours,

ACCEPTED AND AGREED:

Andrew Rinker, Barrister
Rinker-Law
33 St. James's Square
London SW1Y 4JS
Tel.: 020 7112 8655
Mob.: 07887 702234
Email: Andrew@Rinker-Law.com
Date Signed: _____

Client Name:

***** END OF LAWYER-CLIENT AGREEMENT *****