

E ELYSIUM LAW



Introduction

We have a policy of excellence, innovation and expansion with expertise in many aspects of law. We have earned our reputation through continued professional excellence and a commitment to working to the highest ethical standards.

We are firmly committed to equal opportunities, and we accept instructions from anyone regardless of background or circumstances.

We recognise the need and importance of service standards and pride ourselves on the level of service we offer. We value the work of our clients whatever the size and nature of the organisation.

We have extensive state of the art conference and seminar facilities, including a video conference suite.

I. Dealing with us

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:

- To notify us of the hearing date as soon as possible;
- To supply briefs as early as possible and in good time for the hearing;
- 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. 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;
- Defences/ Amended Defences

Exceptions to this may be agreed for specific repeat/long term work, in which case they are confirmed in unique service agreements with

clients.

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

All briefs or instructions received by us are acknowledged in writing by return upon solicitors request. The barrister to whom they are assigned checks them within 5 days to ensure all documents listed by you have been received. 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 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 Elysium Law 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 the issuing solicitor. We maintain only a computer-based record created for our administrative purposes.

II 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:

- Seniority/expertise of Counsel instructed;
- Complexity of the case;
- Value of the claim;
- Preparation time;
- Length of hearing including conference on the hearing date;
- 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 Elysium Law are prepared in principal 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. Criminal Cases

In respect of defence privately funded work where Counsel is not paid separately, wherever possible, we will agree fees with you after delivery of the brief and prior to the hearing, based on the following criteria:

- Seniority/expertise of Instructed Counsel;
- Complexity of the case;
- Seriousness of the charge;
- Preparation times;
- Length of hearing, including conference on the day of the hearing;
- Any expenses such as hotel or travel.

In respect of Defence privately funded work and legally aided work where Counsel is not paid separately as to conference fees, you may wish to agree with us the hourly rate for preparation time or length of conference in advance of the conference. The hourly rate will be based upon criteria (i) (ii) and (iii) above. Otherwise the fee will be assessed on criteria (i) to (vi) above. Similarly, any paperwork will be charged on the basis as for conferences.

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/ email 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. These concur with the Law Society's Guide to the Professional Conduct of Solicitors which advises:

"In non-legal aid cases, where there is no special agreement, counsel's fees must be paid or challenged within 3 months of the delivery of the fee note at the conclusion of the case, whether or not the solicitor has been put in funds by the client or has taxed the costs."

III Special care

k. Client Confidentiality

Where members of Elysium Law 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 Elysium Law note your comments and pass them on to our Practice Director 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 Chambers' Practice Director who will investigate and ensure responded to within 14 days of receipt.

Should you not be satisfied with the Practice Director's response, 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.

Should all previous attempts fail you may take your complaint to either the BSB or the Legal Ombudsman – full details of both are contained on our website on our 'Complaints Procedure' page.

The Bar Standards Board has a six month time limit from the date of the act or omission about which you are complaining within which to make your complaint. However, as the complaint must be raised with Elysium Law first there is a three month time limit from the conclusion of your investigation by Elysium Law in which to raise your complaint with the board.


o. Data Protection Act

Members are registered under the Data Protection Act 1998.

This policy is applied in relation to the acceptance of briefs and instructions from clients, the provision of services, the treatment of professional and lay clients as well as the selection, recruitment and treatment of staff, tenants, pupils and mini-pupils both professionally and socially.



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