



REGULATING BARRISTERS

Standards Committee

Acceptance and return of instructions

**Second consultation paper on amendments to Code of
Conduct following paper dated 1 September 2006**

April 2008

Acceptance and return of instructions

Second consultation paper

Introduction

1. The Standards Committee of the Bar Standards Board decided in May 2006 to consult the profession and other interested parties on changes to the Code of Conduct for Barristers in England and Wales to clarify the circumstances in which a barrister could properly return instructions that had been accepted and/or withdraw from a case.
2. The impetus for the original consultation was twofold:
 - (a) the difficulties that Disciplinary Tribunals had experienced in understanding the effect of provisions of Chapter 6 of the Code;
 - (b) the likely change in the basis of non-publicly funded work from the standard, non-contractual Terms of Work on which Barristers offer their Services to Solicitors 1988 to new standard contractual terms.
3. The original Consultation Paper issued on 1 September 2006 by the Standards Committee is Annex 1 to this Paper. It covered also an allied question under the Code: at what stage exactly does a barrister accept instructions, so as to be duty bound, under the Code, to perform the services requested? If the instructions have not been accepted, then no question of whether the barrister is entitled to return them, or to withdraw, arises as such.
4. The Paper made recommendations for the right approach to regulating Acceptance of Instructions at paragraphs 13 and 14, the main differences from the existing Code being identified at para 15. The Paper addressed Return of Instructions at paragraphs 19-27, and made recommendations for reform at paragraph 28, identifying the main differences from the existing Code at paragraph 29.
5. 24 responses were received, many detailed and cogently reasoned, for which the Committee is very grateful. In large measure, respondees agreed with the thrust of the Paper and supported the reforms. But there was a significant minority that expressed concern about a number of issues, including in particular: (a) the risk of potential gaps between the Code, the common law and the Standard Contractual Terms on issues of acceptance of instructions; (b) difficulties with taking away the right of the barrister to have a fee agreed before accepting instructions; and (c) difficulty with a fixed rule for determining priorities between competing briefs.

Proposed amendments

6. In the light of the responses received and the concerns raised, and having considered carefully the right course to take in the public interest, the Committee proposes to recommend the amendments to the Code that are identified by deletion or bold type in the version of Chapter VI of the Code set out below. The proposed amended Code will be supplemented by Guidance, a draft of which is Annex 2 to this Paper.

Part VI – Acceptance and return of instructions

Acceptance of instructions and the 'Cab-rank rule'

The Cab-rank rule and its exceptions

601. A barrister who supplies advocacy services must not withhold those services:
 - (a) on the ground that the nature of the case is objectionable to him or to any section of the public;
 - (b) on the ground that the conduct opinions or beliefs of the prospective client are unacceptable to him or to any section of the public;
 - (c) on any ground relating to the source of any financial support which may properly be given to the prospective client for the proceedings in question (for example, on the ground that such support will be available as part of the Community Legal Service or Criminal Defence Service).
602. A self-employed barrister must comply with the 'Cab-rank rule' and accordingly except only as otherwise provided in paragraphs 603, 604, 605, **605A** and 606 he must in any field in which he professes to practise in relation to work appropriate to his experience and seniority and irrespective of whether his client is paying privately or is publicly funded:
 - (a) accept any brief to appear before a Court in which he professes to practise;
 - (b) accept any **other** instructions;
 - (c) act for any person on whose behalf he is instructed;and do so irrespective of (i) the party on whose behalf he is instructed (ii) the nature of the case and (iii) any belief or opinion which he may have formed as to the character reputation cause conduct guilt or innocence of that person.
603. A barrister must not accept any instructions if to do so would cause him to be professionally embarrassed and for this purpose a barrister will be professionally embarrassed:
 - (a) if he lacks sufficient experience or competence to handle the matter;

- (b) if having regard to his other professional commitments he will be unable to do or will not have adequate time and opportunity to prepare that which he is required to do;
- (c) if the instructions seek to limit the ordinary authority or discretion of a barrister in the conduct of proceedings in Court or to require a barrister to act otherwise than in conformity with law or with the provisions of this Code;
- (d) if the matter is one in which he has reason to believe that he is likely to be a witness or in which whether by reason of any connection with the client or with the Court or a member of it or otherwise it will be difficult for him to maintain professional independence or the administration of justice might be or appear to be prejudiced;
- (e) if there is or appears to be a conflict or risk of conflict either between the interests of the barrister and some other person or between the interests of any one or more clients (unless all relevant persons consent to the barrister accepting the instructions);
- (f) if there is a significant risk that information confidential to another client or former client might be communicated to or used for the benefit of anyone other than that client or former client without their consent;
- (g) if he is a self-employed barrister where the instructions are delivered by a solicitor or firm of solicitors in respect of whom a Withdrawal of Credit Direction has been issued by the Chairman of the Bar pursuant to the Terms of Work on which Barristers Offer their Services to Solicitors and the Withdrawal of Credit Scheme 1988 as amended and in force from time to time (reproduced in Annex G1) unless his fees are to be paid directly by the Legal Services Commission or the instructions are accompanied by payment of an agreed fee or the barrister agrees in advance to accept no fee for such work or has obtained the consent of the Chairman of the Bar;
- (h) if the barrister is instructed by or on behalf of a lay client who has not also instructed a solicitor or other professional client, and if the barrister is satisfied that it is in the interests of the client or in the interests of justice for the lay client to instruct a solicitor or other professional client.

604. Subject to paragraph 601 a self-employed barrister is not obliged to accept instructions:

- (a) requiring him to do anything other than during the course of his ordinary working year;
- (b) other than at a fee which is proper having regard to:
 - (i) the complexity length and difficulty of the case;
 - (ii) his ability experience and seniority; and
 - (iii) the expenses which he will incur;

and any instructions in a matter funded by the Legal Services Commission as part of the Community Legal Service or the Criminal

Defence Service for which the amount or rate of the barrister's remuneration is prescribed by regulation or subject to assessment shall for this purpose unless the Bar Council or the Bar in general meeting otherwise determines (either in a particular case or in any class or classes of case or generally) be deemed to be at a proper professional fee.^{1 2}.

- (c) to do any work under a conditional fee agreement;
- (d) save in a matter funded by the Legal Services Commission as part of the Community Legal Service or the Criminal Defence Service:
 - (i) unless and until his fees are agreed;
 - (ii) if having required his fees to be paid before he accepts the instructions those fees are not paid;
- (e) from anyone other than a professional client who accepts liability for the barrister's fees;
- (f) in a matter where the lay client is also the professional client;³
- (g) to do any work under the Contractual Terms on which Barristers offer their Services to Solicitors 2001 as amended and in force from time to time (reproduced in Appendix G2) or on any other contractual terms;
- (h) where the potential liability for professional negligence in respect of the case could exceed the level of professional indemnity insurance which is reasonably available and likely to be available in the market for him to accept.⁴

605. A self-employed Queen's Counsel is not obliged to accept instructions:

- (a) to settle alone any document of a kind generally settled only by or in conjunction with a junior;
- (b) to act without a junior if he considers that the interests of the lay client require that a junior should also be instructed.

605.A A self-employed barrister may not refuse to accept instructions in reliance on paragraphs 604(b) or 604(d)(i) after the time has passed by when a fee would reasonably be expected to have been agreed in all the circumstances of the case, including in particular the date and nature of the instructions, the nature of the services comprised or requested in the instructions and the date on which the services are to be provided.

606.1 A barrister (whether he is instructed on his own or with another advocate) must in the case of all instructions consider whether consistently with the proper and efficient administration of justice and having regard to:

- (a) the circumstances (including in particular the gravity complexity and likely cost) of the case;

¹ On the 30 April 2001 the Bar Council decided that, with effect from 1 May 2001, all cases subject to family graduated fees are no longer deemed to be at a proper professional fee for the purposes of paragraph 604(b).

² On the 15 November 2003 the Bar Council decided that, effective immediately, all cases subject to criminal graduated fees are no longer deemed to be at a proper professional fee for the purposes of paragraph 604(b)

³ Amended 1 September 2005

⁴ Amended 1 March 2007

- (b) the nature of his practice;
- (c) his ability experience and seniority; and
- (d) his relationship with the client;

the best interests of the client would be served by instructing or continuing to instruct him in that matter.

606.2 Where a barrister is instructed in any matter with another advocate or advocates the barrister must in particular consider whether it would be in the best interests of the client to instruct only one advocate or fewer advocates.

606.3 A barrister who in any matter is instructed either directly by the lay client or by an intermediary who is not a solicitor or other authorised litigator should consider whether it would be in the interests of the lay client or the interests of justice to instruct a solicitor or other authorised litigator or other appropriate intermediary either together with or in place of the barrister.

606.4 In cases involving several parties, a barrister must on receipt of instructions and further in the event of any change of circumstances consider whether, having regard to all the circumstances including any actual or potential conflict of interest, any client ought to be separately represented or advised or whether it would be in the best interests of any client to be jointly represented or advised with another party.

Acceptance of instructions

606A.1 Subject to the Public Access Rules (Annexe F2), compliance with which is deemed to amount to acceptance of public access instructions, a barrister accepts instructions only by communicating acceptance of them or by starting to perform any service comprised or requested in the instructions.

606A.2 Any acceptance of instructions must be communicated in writing unless either (a) acceptance in writing before performance of the services comprised or requested in the instructions is not reasonably practicable or (b) the instructions are oral instructions which are further or supplementary to instructions that the barrister has already accepted in writing.

Withdrawal from a case and return of instructions

607. If at any time in any matter a barrister considers that it would be in the best interests of any client to have different representation, he must immediately so advise the client.

608. A barrister must cease to act and if he is a self-employed barrister must return any instructions:

- (a) **subject to paragraph 609** if continuing to act would cause him to be professionally embarrassed within the meaning of paragraph 603 ~~provided that if he would be professionally embarrassed only because it appears to him that he is likely to be a witness on a material~~

~~question of fact he may retire or withdraw only if he can do so without jeopardising the client's interests;~~

- (b) if having accepted instructions on behalf of more than one client there is or appears to be:
 - (i) a conflict or risk of conflict between the interests of any one or more of such clients; or
 - (ii) risk of a breach of confidence;and the clients do not all consent to him continuing to act;
- (c) if in any case funded by the Legal Services Commission as part of the Community Legal Service or Criminal Defence Service it has become apparent to him that such funding has been wrongly obtained by false or inaccurate information and action to remedy the situation is not immediately taken by the client;
- (d) if the client refuses to authorise him to make some disclosure to the Court which his duty to the Court requires him to make;
- (e) if having become aware during the course of a case of the existence of a document which should have been but has not been disclosed on discovery the client fails forthwith to disclose it;
- (f) **subject to paragraph 609** if having come into possession of a document belonging to another party by some means other than the normal and proper channels and having read it before he realises that it ought to have been returned unread to the person entitled to possession of it he would thereby be embarrassed in the discharge of his duties by his knowledge of the contents of the document ~~provided that he may retire or withdraw only if he can do so without jeopardising the client's interests.~~
- (g) **where the barrister is satisfied that the relevant instructions have been withdrawn by the client.**

~~609. Subject to paragraph 610 a barrister may withdraw from a case where he is satisfied that:~~

- ~~(a) his instructions have been withdrawn;~~
- ~~(b) his professional conduct is being impugned;~~
- ~~(c) advice which he has given in accordance with paragraph 607 or 703 has not been heeded; or~~
- ~~(d) there is some other substantial reason for so doing.~~

609. A barrister may only cease to act and return instructions:

- (a) **under paragraph 608(a) because of another conflicting professional engagement if the barrister has acted with proper regard to any applicable guidance on the return of instructions in**

such circumstances issued by the Bar Standards Board from time to time;

- (b) under paragraph 608(a) because it appears to the barrister that the barrister is likely to be a witness on a material question of fact if the barrister can do so without jeopardising the lay client's interests;
- (c) under paragraph 608(f) if the barrister can do so without jeopardising the lay client's interests.

~~610. A barrister must not:~~

- ~~(a) cease to act or return instructions without having first explained to the client his reasons for doing so;~~
- ~~(b) return instructions to another barrister without the consent of the client;~~
- ~~(c) return a brief which he has accepted and for which a fixed date has been obtained or (except with the consent of the lay client and where appropriate the Court) break any other engagement to supply legal services in the course of his practice so as to enable him to attend or fulfil an engagement (including a social or non-professional engagement) of any other kind;~~
- ~~(d) except as provided in paragraph 608 return any instructions or withdraw from a case in such a way or in such circumstances that the client may be unable to find other legal assistance in time to prevent prejudice being suffered by the client.~~

610. Except where the circumstances are such that the lay client may be prejudiced because there is insufficient time to find other legal assistance, a barrister may withdraw from a case and return any instructions if:

- (a)
- (b) the barrister's professional conduct is being impugned;
- (c) advice that the barrister has given in accordance with paragraph 607 or 703 has not been heeded;
- (d) the lay client consents;
- (e) despite all reasonable efforts to prevent it, a hearing becomes fixed for a date which coincides with a bona fide holiday entered in the barrister's diary; or
- (f) there is some other substantial reason for doing so.

611. A barrister may withdraw from a case and return any instructions where serious illness, injury, pregnancy or a bereavement or a similar matter make the barrister unfit or unable reasonably to perform the services

required in the instructions, or where the barrister is unavoidably required to attend on jury service.

612. A barrister must not:

- (a) cease to act or return instructions other than where paragraph 610(d) applies without having first clearly explained to the lay or professional client the reasons for doing so;**
- (b) return instructions to another barrister without the consent of the original barrister's lay or professional client;**
- (c) without the consent of the lay client and where appropriate the Court, but subject to paragraph 610(e) and (f) and 611, break any engagement to supply legal services in the course of practice to enable the barrister to attend or fulfil a non-professional engagement of any kind.**

Commentary

7. The following is a commentary on those proposed amendments that are more than merely tidying up or correction of minor errors.

Acceptance of Instructions

8. **605.A.** The Committee considers that the right of the barrister to have a proper fee agreed prior to acceptance of instructions is a necessary consequence of the Cab Rank Rule (rule 602) and that therefore it has to remain in place for so long as that Rule does. But neither the barrister nor those instructing should be able to use the non-agreement of a fee as an instrument of abuse, to the detriment of the lay client or the barrister as the case may be. Accordingly, rule 605.A limits the right of the barrister to refuse instructions for non-agreement of a fee by reference to the passing of the date by which a fee for the services would reasonably be expected to have been agreed.
9. That places the onus on the barrister, if wishing to have a fee agreed before acceptance, to seek to agree a fee at a reasonably early time (rather than at the last minute). It ensures that the lay client will not have his instructions returned at a prejudicially late stage because a fee cannot be agreed. Once the reasonable time for agreeing a fee has passed, the barrister is not deemed to have accepted the instructions as such – this can only be by acceptance in writing or by starting to perform the services requested; but if the barrister returns the instructions later on the ground that no fee has been agreed the barrister will be in breach of the Cab Rank Rule. If the brief is accepted and no prior fee is agreed, the arbitration provisions of the Standard Contractual Terms will apply to determine, after the event, a reasonable fee for the services provided.
10. The Committee considered that it is not possible fairly to draft such a rule by reference to a time running from delivery of the instructions or a time running back from the date on which the services are to be provided. What is, in any given case, a reasonable date by which to have agreed a fee will depend on

all the circumstances, in particular on the matters identified in the rule and in the guidance. This might include the conduct of the solicitor or other intermediary instructing the barrister (e.g. unreasonable delay in negotiating a fee, or desultory negotiations), but the onus should nevertheless remain with the barrister to act timeously if wishing to refuse the instructions on the basis that no fee has been agreed.

11. **606A.1** In conformity with the draft Standard Contractual Terms, acceptance of instructions is only by express communication of acceptance, or by starting to perform the services requested. This is intended to make clear that anything else, such as a provisional booking being entered in the barrister's diary, or an enquiry about a barrister's availability to act, or even the delivery of instructions, does not mean that the barrister is bound to perform any services. The duty (contractual or otherwise) to perform only arises if the instructions have in fact been accepted.
12. **606A.2** In order to ensure that, so far as possible, there is no dispute about whether or not a barrister has accepted instructions, a barrister is under a duty to accept in writing, save where this is not reasonably practicable (e.g. urgent instructions by telephone to apply for an injunction, or request for immediate telephone advice), or where the instructions are oral follow-up instructions in a case where the barrister has already communicated written acceptance. This rule does not purport to qualify the law of contract about oral acceptance of offers; it merely imposes a professional duty on the barrister to document acceptance in the interests of clarity.
13. Accordingly, if a barrister communicates acceptance of new instructions orally, where it would have been practicable to do so in writing, the instructions have been accepted under para 606A.1, and the barrister is under a duty to perform the services; but the barrister is in breach of para 606A.2 for not having documented the acceptance of the instructions.
14. Consideration was given to exempting from the requirement of written acceptance any follow-up instructions, whether oral or in writing. But in view of the prevalence of email correspondence and of the likelihood of substantial further instructions (or a brief) following on from initial instructions, it was considered that all written instructions should be accepted in writing, save where this is not reasonably practicable: see the draft Guidance at Annex 2.

Introduction to paragraphs 608-612 – Return of Instructions.

15. This is the section of Chapter 6 relating to return of accepted instructions. The existing Code includes: at paragraph 608 the circumstances in which the instructions must be returned (with some qualifications), at para 609 the circumstances in which a barrister may withdraw from a case, but this is subject to para 610, which contains a mixture of restrictions and qualifications that in some cases are subject to exceptions in para 608. The existing drafting is considered to be unclear, unsatisfactory and somewhat circular. The Committee proposes to rationalise this in the new paras 608-612, as well as introducing some new provisions, as described below.
16. **608** In the interests of tidiness, the qualifications of existing paras 608(a) and 608(f) have been taken out and put into para 609. The old para 609(a) has been relocated to para 608(g), since it seemed to the Committee that if a

barrister's instructions are withdrawn (as opposed to the case of an absconding defendant) the barrister *must*, not *may*, withdraw. The case where a court requests a barrister to continue to assist the court, notwithstanding the withdrawal of the barrister's instructions, is not really an exception to this: the barrister is then assisting the court to do justice, so far as can be properly done, not acting on the instructions or exclusively on behalf of the lay client.

17. **609** Here, the exceptions to the duty of the barrister to withdraw are set out together. Importantly, para 609(a) includes the requirement to act with proper regard to relevant guidance issued by the Bar Standards Board on dealing with conflicting briefs/instructions before returning one of the briefs on the ground of professional embarrassment. Draft general guidance is at Annex 2. The Committee considered and rejected the idea that a fixed rule as to priority of competing briefs should be included in the Code, and instead considered that some element of flexibility was needed in order to ensure that the least prejudice and/or injustice was caused by withdrawal from one or more cases.
18. **610** This is based on paras 609 and 610(d) of the existing Code, though the old 609(a) has been relocated to 608(g), and paras 610(d) and (e) are new. 610(d) seemed to the Committee to need stating, and the Committee thought that it should be subject to the prejudice qualification in para 610 rather than an absolute right – ie. the barrister should not withdraw just because the client has agreed to the barrister doing so (as opposed to having withdrawn the instructions) if that would leave the lay client in the position of being prejudiced at a late stage. Sometimes lay clients may agree things that are not in their best interests without fully understanding the position that they are in. New para 610(e) was one of the most controversial elements of the Paper (in which a broad priority for holiday commitments was suggested in the interests of diversity in the profession). The Committee has opted for the compromise position that greater respect should be given to bona fide holiday arrangements made before a hearing date is fixed provided that (1) all reasonable efforts have been made to list the hearing for a date that does not clash and (2) the withdrawal is not so late as to cause prejudice to the lay client. This is intended to deal with the problem with long trial windows, and does not apply where the fixture is booked first.
19. **611** This is a new provision, and seemed to the Committee to be required to give a greater right to withdraw, beyond the old para 609(d) (which was qualified), in the case of serious illness, injury and bereavement, etc, that make the barrister unfit or unable reasonably to perform the agreed services. This was uncontroversial in the responses to the Paper. The Committee considers that where a barrister cannot reasonably be extricated from attending on jury service, the barrister should not be required to break the law in order to appear in court for the client, and so unavoidable jury service has been added as a ground for withdrawal.
20. **612** This contains slightly amended versions of the previous para 610(a), (b) and part of (c), and makes clear that a professional engagement cannot be broken in favour of any kind of non-professional engagement unless (1) the client and where appropriate the Court gives its consent, or (2) the bona fide holiday provision is engaged, or (3) there is some other substantial reason for doing so and it can be done without causing prejudice by late withdrawal. Virtually all respondents agreed that a general clause of this nature was required and could not be more restrictively drafted.

Consultation

21. The Committee accordingly invites consultees to indicate their agreement or disagreement with the terms of the proposed amendments and the draft Guidance at Annex 2. Comments should be sent to Toby Frost at the Bar Standards Board, 289-293 High Holborn, London WC1V 7HZ, DX: 240 LDE or email TFrost@BarStandardsBoard.org.uk, by the **22 July, 2008**. The BSB may wish to cite individual responses in its report of the consultation. If you do not wish your response to be identified in the report or published on the website, you should make this clear in your reply.

ANNEX 1

ACCEPTANCE OF INSTRUCTIONS

CONSULTATION PAPER

ISSUED BY THE RULES COMMITTEE OF THE BAR STANDARDS BOARD

Introduction

1. The Rules Committee of the Bar Standards Board wishes to consult the Bar, the Inns, solicitors and other professional clients, and lay consumers and other interested groups in relation to some particularly important, proposed changes to the Bar's Code of Conduct.
2. The changes relate to the circumstances in which a barrister is deemed to have accepted a brief or other instructions to do work, what professional obligations and duties follow from that acceptance, and in what circumstances the brief or instructions may or must be returned without the work having been completed.
3. The reasons why changes to the Code of Conduct are contemplated in these respects are principally that –
 - (a) The Code is drafted on the basis that most work performed by barristers hitherto is done on the standard, non-contractual Terms of Work on which Barristers offer their Services to Solicitors 1988, as amended (Annexe G1 to the Code). Standard Contractual Terms do also exist (Annexe G2), but these are little used in practice³. There is likely soon to be a significant change in practice with new, standard contractual terms becoming the usual basis on which non-publicly funded instructions are accepted by a barrister. The Code needs amending to reflect this impending change in practice.
 - (b) The current provisions of the Code have given rise to difficulties of interpretation in Disciplinary Tribunals, with calls for clarification from chairmen of such tribunals. There does appear to be uncertainty as to whether a brief has been accepted for the

³ Barristers have been permitted to contract with solicitors since 1991 and with lay clients since 2004. The Bar Council issued standard contractual terms in 2001.

purposes of the Code if written instructions have not been received, or if a fee has not been agreed, and in what circumstances a barrister is entitled to withdraw from a case where a date has been fixed for a hearing, or otherwise.

4. In response to these matters, a working sub-group of the Rules Committee, including lay representation as well as representation from clerks and the civil and criminal sides of the profession, has recommended that changes be made to update and clarify the Code.
5. Responses to the Paper are invited by **1st December 2006** and should be sent to Oliver Hanmer at the Bar Standards Board, 289-293 High Holborn, London WC1V 7HZ or by e-mail to oliverhanmer@barcouncil.org.uk. It would be particularly helpful if you would provide answers to the specific questions set out in bold type in this paper, or as many of them as you wish or are able to answer; but any other comments or evidence you wish to give relating to the acceptance of instructions by barristers will be gratefully received and considered by the Rules Committee.

The Current Provisions of the Code

6. The relevant provisions of the Code are found at rules 601 to 610 in Part VI (annexe 1). They essentially deal with the following matters:
 - (a) **the cab rank principle, obliging a barrister to accept instructions, and the exceptions to it (rules 601, 602, 604, 605);**
 - (b) **circumstances in which a barrister must not accept instructions on account of actual or likely professional embarrassment of one kind or another (rule 603);**
 - (c) **a barrister's duty to review and keep under review the way in which the lay client's interests are best served in terms of representation (rules 606, 607) – a category that overlaps acceptance of instructions and withdrawal;**
 - (d) **circumstances in which a barrister may or must cease to act (rules 608, 609, 610)**

The current provisions are lengthy and detailed. You are referred to annexe 1.

7. The concept of acceptance of instructions is used in the Code to define not only what work a barrister must in principle accept, but also the point in time at which the barrister becomes subject to a professional duty to do the work. The cab rank rule, and the exceptions to it, define when such instructions may or must be

accepted or refused. The obligations under the Code that apply once the instructions are accepted really supply an equivalent framework to a set of contractual terms defining the obligation to provide the services in question.

8. Much publicly funded work will continue to be done on non-contractual terms (although increasingly contracts for services are found in the publicly funded sector). The working group considered whether separate rules should be drawn for contractual and non-contractual work but were of the view that this was neither necessary nor desirable. The Code therefore needs to continue to provide a clear distinction, in a non-contractual environment, between discussions and provisional bookings on the one hand and a professional duty to perform the services on the other. At the same time, it needs to apply in the “new” contractual world in which the substantial majority of (or perhaps in time all) privately funded work will be done by the Bar. Where a barrister and a solicitor (or other professional or public access client) make a contract, it is self-evidently the making of the contract that should define the time when a duty to perform the services arises.
9. The new Standard Contractual Terms on which Barristers Offer their Services to Solicitors are in course of negotiation between the Bar Council and the Law Society. The current draft is at annexe 2. It can be seen that the contract requires the barrister to do the work in accordance with the Code of Conduct, and so the circumstances in which a barrister can return a brief or instructions will continue to be defined by the Code. The standard terms do not require any fee or rate of remuneration to have been agreed: they contain provisions for arbitration in the event of work having been done without prior agreement on a fee, or of a dispute between the parties as to what fee is payable.
10. It is proposed that the cab rank rule will apply to all work offered on the Standard Contractual Terms, but that it will not apply to work offered on different terms or on a non-contractual basis. It can therefore be seen that the change in practice will be significant, however the Standard Contractual Terms are intended to be clear and as fair to both parties as the current non-contractual terms are. The Standard Contractual Terms will be a direct replacement for the non-contractual terms when the Law Society ceases to support the Withdrawal of Credit and Joint Tribunal scheme that currently underpins the non-contractual terms of work.

Approach to Reform

11. The working group debated whether, in the new contractual world, it was possible to do away altogether with the concept of acceptance of instructions. It was considered that this was not possible, owing to the large number of publicly-funded cases that are not yet

contracted for, and the possibility (unless there is a further amendment to the Code) of parties in a privately funded case agreeing to proceed without any contract in place. There still needs to be identified a point in time at which a barrister is under a professional duty to provide the services requested and to make himself available for that purpose.

12. In debating the possible changes to the Code, the working group considered that any amendment should be approached on the following basis:

(1) One should not be limited to interpreting or clarifying the Code as drafted, but should try to construct a new set of unambiguous provisions, particularly in view of the impending change in the basis of instructions for most work in non-publicly funded cases.

(2) Acceptance of instructions should be as clear and as simple a concept as possible, easily understood by consumers.

(3) Acceptance should be clearly distinguished in principle from any kind of provisional booking or reservation made by a solicitor or other accessor with a barrister's clerk, so that there is no room for uncertainty in this regard.

(4) Acceptance must fit in with the making of contracts on the new standard terms or other contractual terms and at the same reflect good practice in publicly funded and other non-contractual cases.

(5) There should be clearly defined, appropriate circumstances in which a barrister, even though he has accepted instructions, is entitled to return them, covering (perhaps) a lot of the ground that at present complicates the issue of acceptance, such as conflicts of interests, competence, agreement on an appropriate fee and in particular what happens when a brief is accepted for a non-fixed date and a competing professional engagement arises, or a holiday is booked, before the date is fixed.

Question 1: do you agree that this is a sensible approach to amending the Code in the interests of clarity and modernity?

Question 2: if you do not agree, what approach do you consider would be preferable?

Acceptance of Instructions

13. In terms of acceptance of instructions, it was thought important –

(1) to stipulate what if any matters had to be done before there could be acceptance, otherwise the duties that go with having accepted a brief or instructions would be confusing or even inappropriate;

(2) to provide clear identification in principle of the point in time at which acceptance supplants anything less formal and non-binding done before that stage;

(3) wherever possible to ensure that there is clear evidence of acceptance having occurred.

14. The working group believes that the following strikes an appropriate balance between clarity and protection of the client on the one hand and excessive formality and inflexibility on the other:

(1) There must be a delivery of written instructions to the barrister (which could be by email), describing the nature and extent of the services required and the circumstances in which they are required, save in cases where the services are required so urgently that it is impracticable to deliver such written instructions prior to the barrister starting to provide the services required (including the preparation of such services). In such a case, personal oral communication of the instructions by the solicitor or licensed or public access client to the barrister is required.

(2) There must be a prior conflicts check carried out by the barrister and/or his clerk to ensure that his acceptance of instructions will not cause him professional embarrassment within the meaning of existing rule 603(d), (e) or (f), and where necessary compliance with any steps required by the money-laundering regulations.

(3) The barrister must have satisfied himself that he is available to perform the services on or by any specified fixed date(s) and that he will have adequate time and opportunity to prepare them (existing rules 603(b), 604(a)), that he is not bound to refuse the instructions for the reasons given in existing rule 603(a) or (h) (so far as he knows as a result of reading or hearing the instructions) or 603 (c) or (g), and that he does not wish to refuse the instructions for any other reason in rules 604 or 605 (so far as he knows as a result of reading or hearing the instructions).

(4) There must be a written acceptance of the instructions by the barrister (or on his behalf) subject to the Code (which could be by email), save in cases where the services are required so urgently that either no written instructions have been delivered or it is impracticable to deliver a written acceptance of the instructions prior to the barrister starting to provide any of the services required (including the preparation of such services). The acceptance must identify the terms on which the instructions have been accepted,

including the basis of remuneration, and may be in the form of a written contract.

(5) In circumstances of extreme urgency specified in (4) above, the instructions are accepted by the barrister's starting to perform the services required (including the preparation of such services). Oral communications with the barrister's clerk will not constitute either delivery of instructions or acceptance of them.

15. The main differences from the current provisions of the Code are:
- (a) the requirement for written instructions and written acceptance, save in cases of exceptional urgency;
 - (b) the express requirement for conflicts and money laundering checks to have been carried out before acceptance;
 - (c) the barrister's assessment of his competence and sufficient experience to take on the case are expressly provisional, based on the amount of information communicated in the written or oral instructions;
 - (d) the assessment of the need for an intermediary between the barrister and the lay client and/or a junior or other barrister are similarly expressly provisional;
 - (e) there is no need for an appropriate fee to have been agreed before acceptance of the instructions – the effect of this is that a barrister cannot insist on a fee being agreed before the instructions are accepted, though of course a fee may be so agreed. The quid pro quo for this relaxation is the right of the barrister to return the instructions or brief if a proper fee is not agreed by a reasonable time prior to the time when performance of the services is required (see further para 27 below).
 - (f) There must however be agreement as to the basis on which the barrister is to be remunerated, i.e. whether the case is publicly- or privately-funded, contractual or non-contractual, or under a conditional fee agreement or pro bono.

Question 3: do you consider that the proposed changes would work satisfactorily in practice?

Question 4: if you do not, why do you consider that any of the changes would not be practicable?

Question 5: what other or different changes would you like to see made?

16. It follows from the principles established above that any discussion between a clerk and a solicitor or licensed or public accessor as to services to be provided, or any booking being entered in a barrister's diary by his clerk or agreed by the barrister himself, must be regarded as provisional only and not enforceable as such. It is essential to have a clearly understood distinction between a barrister being bound to do a case and not being bound to do so. The barrister is not under an obligation to provide the services until written instructions have been delivered and accepted in writing (save in cases of exceptional urgency).
17. It is recognised, however, that in practical terms a solicitor or other accessor needs to identify a barrister's availability before (sometimes a considerable time before) the instructions in writing can (or need to) be delivered. In many cases a provisional booking needs to be relied upon in the short term in the interests of the consumer. The working group accordingly considered that a possible solution was as follows.
18. Once a provisional booking or reservation had been confirmed as such to the barrister or his clerk in writing, the barrister should be under a duty not to cancel the booking, or to accept other instructions in its place, without giving the solicitor or accessor reasonable notice and a reasonable opportunity to deliver written instructions. If such written instructions were then not delivered within the reasonable time identified by the barrister or his clerk, the barrister would be free to cancel the booking.

Question 6: do you consider that this suggested protection is (a) necessary and (b) adequately protects the interests of the lay client of the barrister?

Question 7: if not adequate, what further provision or other means of making a reservation effective would you suggest?

Return of Instructions

19. In terms of return of instructions, the working group considered that it was equally important to have unambiguously defined the circumstances in which instructions may or must be returned even if they have been accepted. It considers that there clearly are (and have always been accepted to be) circumstances in which it is in the consumer's best interests for a barrister to withdraw even though he has agreed to act, and even if he has contracted to provide the services.
20. The existing provisions of the Code define the circumstances in which a barrister should not continue to act, but in some cases

these are concerned principally with the acceptance of instructions rather than with withdrawal from a case. When a barrister starts work on a case, it may become clear to him that he does not have sufficient expertise to continue to work in the client's best interests, or that he will not have sufficient time to do what is necessary by the stipulated date. Provided that the circumstances in question were not known to him at the time of acceptance of the instructions, he should be required to return the instructions at any later time if he reasonably considers that it is in the client's best interests to do so. Obviously this will not be the case shortly before a trial is due to start, or shortly before a critical deadline for a piece of written advice or a conference.

21. The working group considered that it was possible and appropriate to distinguish between different types of cases in the following categories:
 - (1) where the barrister **must** return the instructions;
 - (2) where the barrister **must** return the instructions provided that he can do so without jeopardising the client's interests;
 - (3) where the barrister **may** return the instructions provided that he can do so without jeopardising the client's interests;
 - (4) where the barrister **may** return the instructions.
22. Such distinctions are drawn to some extent by the existing provisions of the Code. It was considered important to specify, in relation to each current provision of the Code, into which of the categories set out above the provision properly falls.
23. Of the various circumstances in which it may or must be appropriate for a barrister to withdraw, two particular cases (which have caused difficulty in Disciplinary Tribunals) should be mentioned:
 - (a) where a brief is accepted for a hearing on a date that has yet to be fixed, and by the time that the date is fixed the barrister has accepted another professional engagement;
 - (b) where a brief is accepted for a hearing on a date that has yet to be fixed, and by the time that the date is fixed the barrister has a holiday or other non-professional engagement in his diary.
24. The working group were unanimously of the view that it was unreasonable to expect a barrister to keep himself free during a (sometimes lengthy) period of possible dates ("a trial window") for a trial that had not yet been fixed. Although, in the privately-funded arena, fees could be negotiated on a basis that would compensate for this to some extent (though this drives up cost to the consumer), in the criminal field, where the majority of work is done in court on fixed graduated fees, a barrister whose trial cracked at a late stage could be left with virtually no remuneration for a 2-week or longer

period of time if the whole trial window had to be kept free for the case.

25. The reality is that, both in civil and criminal cases, the court staff and barristers' clerks do liaise about trial dates with a view to accommodating all parties' diaries wherever possible reasonably to do so. The balance of fairness between barrister and consumer in the modern world nevertheless requires that a barrister should be able to withdraw from a case accepted before the hearing date is fixed if the date, when fixed, unavoidably clashes with another professional engagement that the barrister has by then accepted and which is in his professional diary.
26. The working group also considered that the same consideration should apply in principle, in the interests of encouraging diversity in the profession, where prior to a hearing date becoming fixed the barrister has entered a bona fide holiday in his diary. The case is rather more difficult, however, in that instructions are sometimes accepted at a time when the trial window for a case is known, and sometimes before the window has been identified. There ought therefore, if possible, to be a difference in approach if the barrister has arranged a holiday during a known trial window from the position where a holiday is arranged before any such window (or if not a window, the trial date itself).
27. As stated in para 15(e) above, the working group considered that the essential quid pro quo for the inability of the barrister to insist on an agreed fee (or rate of charging) before acceptance of the instructions was that if no appropriate fee (or rate) had been agreed by the time that the barrister reasonably wished to start to prepare for or had to perform the services required, the barrister should have an absolute right to withdraw. If this were not so, an unscrupulous accessor could simply allow time to elapse and leave the barrister to arbitrate for whatever fee a tribunal considered reasonable.

Question 8: do you agree that a barrister should be entitled to return instructions where a trial date subsequently fixed conflicts with another professional engagement that the barrister has accepted in the meantime?

Question 9: if not, do you consider that a barrister should be entitled to return the instructions subsequently accepted, or that the barrister must not accept any potentially conflicting instructions after having accepted the first brief?

Question 10: should a distinction be drawn between instructions that are accepted where there is a known and relatively short trial window (e.g. a week for a 2-day case) already in existence and a case where

there is either no trial window in place or the window is much longer (e.g. a 2-month window for a 1-week case)?

Question 11: if your answer to question 10 is that a distinction should be drawn, how would you seek to define the difference?

Question 12: do you agree that a barrister's bona fide holiday, entered in his professional diary, should have priority over a later fixing of a trial date, so that the barrister is entitled to return the brief?

Question 13: if so, should this principle only apply where a trial window is unknown at the time of acceptance of the instructions or if the trial window is of a certain length, or regardless?

Question 14: do you agree that, if an appropriate fee does not have to be agreed before acceptance of instructions, the barrister should be entitled to withdraw if no appropriate fee has been agreed a reasonable time before the services are required?

28. The working group's proposals, by reference to the existing provisions of the Code and the matters discussed above, are as follows:

A barrister **must** return the instructions if –

- (1) After acceptance of the instructions a date for delivery of the services becomes fixed (e.g. a trial date) on which the barrister already has a professional engagement or a holiday booked in his professional diary that (in the case of a professional engagement) cannot reasonably be moved and which (in either case) will preclude him from providing the services.
- (2) Before the start of a fixed date hearing for which the barrister is booked it becomes apparent that there is a real risk of the barrister not being available on that date owing to another hearing in court overrunning.
- (3) After acceptance any of the circumstances in rule 603(c), (e) or (f) or 608(b), (c), (d), or (e) come into existence or appear.

A barrister **must** return the instructions if he can do so without jeopardising the lay client's interests if –

- (4) After acceptance any of the circumstances in rule 603(a), (b), (d) or (h) or 608(f) come into existence.

A barrister **may** return the instructions if he can do so without jeopardising the lay client's interests if –

(5) Any of the circumstances specified in rule 609 (omitting the reference to rule 610) apply.

(6) Any of the circumstances in rules 604 and 605 that were not reasonably apparent from the written or oral instructions appear subsequently.

A barrister **may** return the instructions if –

(7) A proper fee within the meaning of rule 604(b) has not been agreed and is not agreed by a reasonable time prior to delivery of the services.

29. The main differences from the current provisions of the Code are:

(a) The suggested introduction of a duty to give priority to fixed dates over trial windows or non-fixed dates;

(b) the suggestion that bona fide holidays should, at least in certain circumstances, be equated with fixed date professional engagements;

(c) qualifying the duty to withdraw in more circumstances (e.g. 603(a), (b) and (h)) by the proviso that it must only be done if the lay client's interests will not be jeopardised;

(d) entitling a barrister to withdraw if an appropriate fee is not agreed in good time before the provision of the services.

Question 15: do you agree that the four categories of circumstances are appropriate and practicable? If not, why not?

Question 16: do you agree with this categorisation of the various reasons for returning instructions? If not, why not?

Question 17: are there any other reasons that you consider should be provided for?

Question 18: should there be a further “sweep up” class of case like 609(d) in which the barrister may return the instructions if it is reasonable to do so, to cover matters such as appointment to the Bench, interviews or judicial training courses? If so, should this class be subject to the proviso that it may only be invoked if the instructions can be returned without jeopardising the lay client's interests?

Question 19: should there be express provision for a right for the barrister to withdraw if illness, injury or bereavement make him unfit or unable reasonably to perform the services required?

Rules Committee
1st September 2006

ANNEX 2

Draft guidance on acceptance and return of instructions

Introduction

1. This Guidance is of general application and relates to the way in which instructions should be accepted by a barrister and the circumstances in which a barrister, having accepted instructions, may or should return the instructions or withdraw from a case. At present, the Guidance relates to self-employed barristers and not employed barristers, though its application will be kept under review as changes in the business structures used by practising barristers occur in consequence of the Legal Services Act 2007.
2. This Guidance is intended to be consistent with other guidance previously given in relation to matters such as the “Cab Rank Rule” and with the Practice Management Guidelines. This Guidance is not intended to override any more specific guidance given elsewhere, whether by the Bar Council before January 1, 2006 or by the Bar Standards Board since that date, in particular advice on the acceptance of instructions covered by the Graduated Fee Scheme, the Very High Cost Case contract scheme and the Very High Cost Case Panel scheme, and the Service Standard on Returned Briefs agreed with the CPS. The more specific guidance given by such documents is intended to prevail in the case of any inconsistency with the more general guidance in this document.
3. This Guidance is not to be read as a substitute for the rules in Chapter 6 of the Code of Conduct, nor as covering all of the rules in that Chapter. It is intended to be guidance on the application of some of the rules and in particular the changes to that part of the Code introduced in 2008.

Acceptance of Instructions

4. Save in the two exceptional cases described below, a barrister must communicate any acceptance of instructions in writing (Code, rule 606A.2). It is regarded as important that there be a written record of the basis on which and the time at which the instructions are formally accepted. Acceptance (which is not the same as acknowledgment of receipt of papers) should only take place once a barrister has had the opportunity to consider the instructions to ensure that he is competent to undertake them and that any other commitments will enable this to be done within the time specified or (if none is specified) within a reasonable time. In addition, a barrister should ensure that appropriate searches are carried out promptly and before acceptance to check for any conflicts of interest or duties and to comply with the money laundering regulations. Save in a publicly-funded matter, a barrister may require a proper fee to be agreed before he accepts the instructions (Code of Conduct, rule 604(b),(d)).
5. Where, as a result of a court order and not as a result of the barrister’s other professional engagements, instructions are delivered very shortly before a hearing, the barrister may not decline the instructions on the basis of an

insufficiency of time available for preparing the case: see R v. Ulcay [2008] 1 All ER 547.

6. A barrister does not accept instructions within the meaning of the Code by doing nothing. Instructions are only accepted by express acceptance in writing (which may be in the form of a contract in writing) or by starting to perform any of the services comprised or requested in the instructions (Code, rule 606A.1). Compliance with the Public Access Rules is deemed to be acceptance of instructions given pursuant to those Rules.
7. But if a barrister unreasonably delays in all the circumstances of the case in seeking to agree a fee, it will not be possible to decline to accept the instructions on the basis that a fee has not been agreed (Code, rule 605A). This will be a breach of the Cab-Rank Rule unless there is some other reason why the barrister is entitled to decline the instructions.
8. If, therefore, a barrister wishes to have a fee agreed before accepting the instructions, the onus is on the barrister to seek to do so (or to refuse the instructions) before the date is passed by when a fee should reasonably have been agreed. What is reasonable in any given case depends on all the circumstances, including in particular the date on which the instructions were delivered, the nature of the case, the date on which performance of the services comprised or requested in the instructions is required, the nature of those services, and the conduct of the person sending the instructions. Note that the test is at what time a fee should reasonably have been agreed or the instructions declined, not a reasonable time from receipt of the instructions. So if instructions are delivered very late, the barrister is not automatically out of time for requiring a fee to be agreed. If, on the other hand, instructions are delivered 5 days before a trial and the barrister does nothing to seek to agree a fee until the day before the trial, the barrister may by then be out of time: a refusal of the instructions the day before the trial would be highly prejudicial to the lay client's interests.
9. The two exceptional cases in which communication of acceptance in writing are not required are as follows:
 - (a) Where it is not reasonably practicable to accept the instructions in writing before performance of the services comprised or requested in the instructions. Given the availability of email as a means of communication in most cases, the cases falling within this category are likely to be limited, such as the case where services require to be performed with great urgency. Subject to the next category of exceptional case, it is not a general exception to the requirement for written acceptance that the instructions are given orally.
 - (b) Where the instructions in question are oral instructions that are further, or supplementary, to instructions that the barrister has already accepted in writing. This is because such oral instructions are likely, by their nature, to be clarificatory of the instructions already accepted in writing, or a minor addition to such instructions. Further or supplementary instructions that are delivered in writing do not form an exception to the requirement for written acceptance. Neither, as such, do instructions that are originally delivered orally, although if the instructions are urgent, or requiring of an immediate oral response such that it is not reasonably practicable to accept them in writing first,

they may well fall within category (a) above and be an exception as such.

10. It is important, in the light of the guidance given above, that barristers ensure that their clerks are aware of, and have appropriate practices and protocols in place to comply with, the amendments to the Code of Conduct in relation to acceptance of instructions.

Return of Accepted Instructions

11. The return of accepted instructions (which for the purposes of this Guidance includes withdrawal from a case) is not the same thing as declining instructions that have never been formally accepted: see above. The Guidance that follows applies equally to instructions accepted under the Public Access Rules.
12. There are a limited number of instances where it will be appropriate or proper or permissible for instructions received and accepted to be returned. Paragraphs 608 to 612 of the Code of Conduct set out the position of the barrister in this regard.
13. In some circumstances, such as where there is a conflict of interests or duties, or a failure by the lay client to authorise the barrister to make a disclosure required by law, the barrister *must* cease to act and return the instructions or brief. In this category are cases where the barrister is professionally embarrassed within the meaning of rule 603 of the Code. But withdrawal on the ground of professional embarrassment is qualified in some cases (see rule 609). In particular, where a barrister has another conflicting professional engagement, the instructions can only be returned if the barrister has acted with proper regard to this Guidance.
14. Despite appropriate care, it sometimes happens that a barrister becomes “double-booked” to appear in court at the same time in different cases. This may happen because an existing case unavoidably continues beyond the date on which it was expected to end, or because a trial date becomes fixed for a date on which a barrister has already accepted another brief. In such cases, and as soon as the conflict or a real risk of such a conflict becomes known, the barrister must act to protect the best interests of the lay clients, so far as the barrister is able to do so. A barrister must therefore inform the professional client as soon as there is a real risk that the current case will overrun such that the barrister will be unable to represent the lay client in the later case.
15. In some cases instructions will be accepted to appear in a case where no date for the hearing or the trial has been fixed. In most of these cases, the barrister and the barrister’s clerk will be able to ensure that the date that is later fixed for the hearing or trial is one when the barrister is available. Inevitably there will be rare exceptions where the date that is subsequently fixed does clash with an existing commitment of the barrister. In such circumstances, the right approach of the barrister depends on whether the conflicting commitment is another court hearing or other professional engagement, or a holiday or other non-professional engagement.
16. If the conflicting commitment is another court hearing, the barrister must consider and decide whether withdrawing from one case or the other is most

likely to affect the interests of the lay client and the interests of justice more generally. The barrister should always withdraw from the case in which those interests are least likely to be adversely affected by withdrawal. Important factors to bear in mind are: the length of time that the barrister has been involved in each case; which of the two cases would be easier for another barrister to take up and prepare for the hearing date and accordingly the risk of an adjournment of either case; any particular interests or sensitivities involved in either case, e.g. the seriousness of the case, or where the defendant or an important witness is a minor; and the degree of reliance that any participant in the case has come to place on the barrister's personal involvement or any particular specialist knowledge or language skills required to undertake the case. It is not necessarily the case that the case first booked should be given priority, though in many cases this may be a material factor. If prejudice to the interests of the lay clients and of justice, or of the lay client in one case and the interests of justice in another, appears equally balanced, the barrister should then give priority to the first engagement.

17. If the conflicting commitment is another professional engagement, the barrister must give priority to the court hearing.
18. If the conflicting commitment is a bona fide holiday already entered in the barrister's diary at the time that the hearing date is fixed, the barrister may withdraw from the case if but only if (a) all reasonable efforts have been made to avoid the conflict of dates and (b) the lay client will be able to obtain suitable representation elsewhere in time to avoid suffering prejudice at the hearing. All reasonable efforts would include all reasonable attempts to avoid the conflict occurring in the first place and then to change the listing of the hearing once the conflict is known.
19. A barrister may withdraw from a case where there is some other substantial reason for doing so. What is a substantial reason will depend on the individual facts of the case, but the reason would have to be both a good reason and a matter of importance, such as a judicial or QC appointment interview that cannot, despite all reasonable endeavours, be moved to another date. In all such cases, however, the barrister may only withdraw if the lay client will be able to obtain suitable representation elsewhere in time to avoid suffering prejudice at the hearing.
20. It is the duty of the barrister seeking to withdraw to assist the lay or professional client to find suitable alternative representation, but the barrister must not return the brief to another barrister without the express agreement of the lay or professional client. In considering whether other suitable representation can be found, it should be of a comparable (though not necessarily equal) standard and standing to the barrister who is seeking to withdraw. If such a substitute cannot be found in time, the barrister instructed may not withdraw from the case.

Annex 3

List of consultees

Bar Standards Board Committees/Panels

Consumer Panel
Complaints Committee
Education and Training Committee
Qualifications Committee
Quality Assurance Committee
Diversity Sub-group

Bar organisations

Chairman of the Bar
All members of the Bar Council
Access to the Bar Committee
Alternative Dispute Resolution Committee
Bar Human Rights Committee
Employed Barristers' Committee
Equality and Diversity Committee
European Committee
Fees Collection Committee
Information Technology Committee
International Relations Committee
Law Reform Committee
Legal Services Committee
Professional Practice Committee
Public Affairs Committee
Remuneration Committee
Training for the Bar Committee
Young Barristers' Committee

All Circuit Leaders
All Heads of Chambers
All Chairs of Specialist Bar Associations

Inns of Court

Association of Women Barristers

Other bodies

Advocacy Training Council
Architects Registration Board
Association of District Judges
Association of Muslim Lawyers
Attorney General
Bar Council of Northern Ireland
Bar Mutual Indemnity Fund
Chancellor of the High Court

Chartered Association of Certified Accountants
Chartered Institute of Patent Attorneys
Chartered Institute of Taxation
Chartered Insurance Institute
Council of HM Circuit Judges
Council of the Inns of Court
Council for Licensed Conveyancers
Citizens' Advice
Crown Prosecution Service
Department for Business, Enterprise and Regulatory Reform
Faculty of Advocates
Faculty of Actuaries
Federation of Small Businesses
Institute of Barristers' Clerks
Institute of Chartered Accountants of England and Wales
Institute of Chartered Secretaries and Administrators
Institute of Legal Executives
Institute of Paralegals
Institute of Trade Mark Attorneys
Justices Clerks Society
Law Centres Federation
The Law Society
Legal Action Group
Legal Complaints Service
Legal Practice Management Association
Legal Services Consultative Panel
Legal Services Commission
Legal Services Ombudsman
Lord Chief Justice
Master of the Rolls
Ministry of Justice
National Consumer Council
Office of Fair Trading
Office of the Immigration Services Commissioner
President of the Family Division
President of the Queen's Bench Division
Revenue and Customs Prosecutions Office
Royal Institute of British Architects
Society of Asian Lawyers
Society of Black Lawyers
Solicitor General
Solicitors Regulation Authority
Which?