

PUPILLAGE CONTRACT

THIS CONTRACT is made on

BETWEEN

- (1) James Guthrie Q.C. of 3 Hare Court, Temple, London EC4Y 7BJ on behalf of all the members of chambers at 3 Hare Court: and
- (2)

INTRODUCTORY

1. In this Contract, the following terms and definitions are used:

Chambers	The set of Chambers situated at 3 Hare Court, Temple, London EC4Y 7BJ.
The Pupil	The pupil named above
The Head of Chambers	The Head of Chambers named above
Members of Chambers	The members of Chambers from time to time
The Pupil Supervisor	The pupil supervisor allocated by Chambers to the pupil from time to time
The Chairman	The Chairman of the Chambers Pupillage Committee
The Pupillage	The period of pupillage undertaken by the Pupil in Chambers
The non-practising 6 months	The first six month period of the Pupillage
The practising 6 months	The second six month period of the Pupillage
The Policy Documents	Chambers' Equal Opportunities Policy, Chambers' Policy for Selection of Pupils and Tenants, Chambers' Guide to Pupillage at 3 Hare Court and Chambers' Harassment Policy

The Code of Conduct	The Code of Conduct of the Bar of England and Wales 8 th Edition
The Regulations	The Consolidated Regulations of The Inns of Court and The General Council of the Bar
The Guidelines	Pupillage – Guidelines for Chambers and Pupillage Training Organisations issued by The Education and Training Department of the Bar Council
The Pupillage File	The Pupillage File issued by The Education and Training Department of the Bar Council
The Checklist	A Pupillage Checklist approved by the Bar Council for use by the Pupil in Chambers
Termination Date	The date on which this Contract is terminated by effluxion of time or pursuant to the provisions of clauses 32 or 35 below

2. The parties to this Contract have agreed that:-

- (1) The Pupil will be provided with pupillage by Chambers in accordance with the provisions of this Contract;
- (2) Chambers will assume and undertake the obligations and responsibilities towards the Pupil as are set out below;
- (3) The Pupil will assume and undertake the obligations and responsibilities towards Chambers as set out below;
- (4) Chambers' obligations and responsibilities will be carried out by the Pupil's Pupil Supervisor, and/or the Chairman, and/or the Head of Chambers, as may be decided by the Head of Chambers.

DATE OF COMMENCEMENT AND TERM

3. The pupillage will commence on [1st October 2006] and continue for a period of twelve months subject to the provisions for earlier termination set out below.

STRUCTURE OF PUPILLAGE

4. The Pupillage shall be structured as follows:-
- (1) Pupillage will be divided into four periods of 3 months each.
 - (2) During each such period, the Pupil will have a different Pupil Supervisor.
 - (3) Chambers will provide the Pupil with regular appraisals and assessments in accordance with the guidelines for Appraisals and Assessments set out in the Guidelines.
 - (4) The Pupil will automatically be considered for a tenancy (the decision as to which is a matter for Chambers) unless the Pupil notifies the Chairman in writing that the Pupil does not wish to be considered for a tenancy; Chambers will make its tenancy decisions in or before the end of July in each year and will promptly thereafter notify the Pupil of its decision.

FINANCIAL MATTERS

5. During the non-practising 6 months Chambers will pay to the Pupil shortly after the first working day of each month of that 6 month period the sum of:-
- (1) £2,708.33; plus
 - (2) Such further sum as may be necessary to reimburse expenses reasonably incurred by the Pupil on:-
 - (a) Travel for the purposes of the Pupillage during the previous month; and
 - (b) Attendance during the previous month at courses which the Pupil is required to attend at part of the pupillage.
6. During the practising 6 months Chambers will pay to the Pupil a sum as follows:
- (1) £2,708.33 shortly after the first working day of the first month (April);

- (2) £2,708.33 less such amount if any as the Pupil may have received during the previous month from practice as a barrister shortly after the first working day of the second month (May);
 - (3) £2,458.33 less such amount if any as the Pupil may have received during the previous month from practice as a barrister shortly after the first working day of the third, fourth, fifth and sixth months (June, July, August and September);
 - (4) £1,000.00 less such amount if any as the Pupil may have received during the sixth month from practice as a barrister shortly after the last working day of the sixth month (September).
7. For the purposes of clauses 5 and 6 above:
- (1) "month" means calendar month commencing on the same day of the month as that on which the Pupil commenced the non-practising or practising 6 months pupillage as the case may be;
 - (2) travel between home and Chambers and travel for the purposes of the Pupil's own practice as a barrister shall not constitute travel for the purpose of the Pupillage.
8. The sums payable under clauses 5 and 6 above are paid by way of an award and in lieu of payment for any individual item or items of work done for a pupil supervisor or other member of Chambers during the Pupillage. (See paragraph 805 of the Code of Conduct).

OBLIGATIONS AND RESPONSIBILITIES OF CHAMBERS

9. Chambers will provide the Pupil with the Checklist at the commencement of the Pupillage.
10. Chambers will provide the Pupil with all necessary instruction and opportunities:-
 - (1) to complete Part One of the Checklist during the non-practising 6 months;
 - (2) to complete the remaining parts of the Checklist, including where appropriate the opportunities to gain experience of practice; and

- (3) to gain experience of both written and oral advocacy.
11. Chambers will ensure that at all times adequate arrangements are in place:
 - (1) for the supervision and guidance of the Pupil;
 - (2) to ensure that the Chairman and the Pupil Supervisor are aware of the Policy Documents, the Equality and Diversity Code, the Regulations, the Guidelines and the Pupillage File, and the obligations imposed on Chambers and the Pupil Supervisor thereby in respect of Pupillage, and to abide by the same;
 - (3) for the monitoring of the Pupil's progress and the provision of feedback on progress (in accordance with the provisions for the Structure of Pupillage set out in clause 4 above and the guidelines for Appraisals and Assessments set out in the Guidelines);
 - (4) for any grievances or difficulties in connection with the Pupillage to be dealt with efficiently and effectively, and to ensure that the Pupil is made aware of such arrangements.
12. Chambers will:
 - (1) permit the Pupil to attend compulsory training courses prescribed by the Bar Council and pay any fees and expenses incurred by the Pupil in attending such courses;
 - (2) permit the Pupil to take up to ten working days leave in each six month period of Pupillage, such leave to include public holidays and working days when Chambers are closed but are in addition to leave to attend compulsory training courses prescribed by the Bar Council.
13. The Pupil Supervisor will:
 - (1) comply with Part V of the Regulations;
 - (2) take all reasonable steps to provide the Pupil with adequate tuition, supervision and experience in accordance with the requirements set out in this Contract;

- (3) have regard to the Policy Documents, the Code of Conduct, the Regulations, the Guidelines and the Pupillage File, and the obligations imposed on the Pupil Supervisor thereby in respect of Pupillage, and will abide by the same;
14. In the event that the Pupil Supervisor allocated to the Pupil either leaves Chambers or will be absent from Chambers for any extended period of time, Chambers will take all reasonable steps to ensure that an alternative Pupil Supervisor is allocated to the Pupil as soon as may be practicable.
15. In the event that Chambers is dissolved or otherwise brought to an end, Chambers will use its best endeavours to assist the Pupil in finding an alternative pupillage in another set of chambers, but without any obligation on Chambers to ensure that the Pupil secures such alternative pupillage.
16. Chambers will ensure there is a fair system for the distribution of work amongst pupils in the Chambers, and will review the distribution of work to pupils not less than every two months to ensure male and female pupils of all ethnic groups are given a fair and equal access to all opportunities that are offered to pupils in Chambers, provided that nothing in this clause or this contract obliges Chambers to distribute work to pupils.
17. Chambers reserves the right to increase or decrease the number of pupils in Chambers at any time, save that
- (1) this provision does not give Chambers the right to terminate the Pupillage save in accordance with the provisions for termination set out in this Contract; and
- (2) the Pupil's rights to Pupillage in accordance with the provisions of this Contract must not be affected by any such increase or decrease..
18. Chambers will ensure that Pupils are not discriminated against on the grounds of race, colour, ethnic or national origin, nationality, citizenship, sex, sexual orientation, age, marital status, disability, religion or political persuasion. Chambers will abide by Chambers' Equal Opportunities Policy and will have regard to the recommendations in the Equality and Diversity Code.

19. For the purpose of clauses 16, 17 and 18 above, "pupils" includes pupils in the first six months or in the second six months and also those who have completed 12 months of pupillage ("third six pupils"); and "work" means briefs or instructions to pupils.
20. Chambers will not unreasonably withhold any required signature on any form required by the Pupil to be submitted to the Bar Council including any required Certificate of Satisfactory Completion of Pupillage.

OBLIGATIONS AND RESPONSIBILITIES OF THE PUPIL

21. The Pupil will at all times during the Pupillage
 - (1) treat all information about Chambers and clients of the members of Chambers and the affairs of those clients as confidential;
 - (2) arrive at Chambers promptly at 9.00am and remain until 6.00pm or at other such times or such other place as may be directed by the Pupil Supervisor, and apply him or herself full time towards the Pupillage;
 - (3) notify the Pupil Supervisor or the Chairman as soon as may be practicable of any absences (intended or otherwise) from Chambers and the reason for such absence;
 - (4) dress and behave in a manner appropriate to working in Chambers and carrying out the Pupillage;
 - (5) carry out faithfully and diligently any task of an educational nature and any reasonable instructions given by the Pupil Supervisor or the Chairman or any other person to whom responsibility for pupillage matters has been delegated by Chambers;
 - (6) keep a proper record of training received and work done, in the form of a work diary and by completing the Checklist;
 - (7) comply with the requirements of the Bar Council with regard to pupillage;
 - (8) attend all courses, lectures, events, meetings and interviews as may reasonably be required by Chambers and the Bar Council.

22. The Pupil must not generally make use of either Chambers' address or office facilities or equipment for private work and personal business.
23. The Pupil must restrict all personal telephone calls and occasional private business calls (whether by use of a mobile telephone or otherwise) to a reasonable level, and mobile telephones must be switched off or set to "silent" whilst the Pupil is in Chambers; Chambers reserves the right to monitor all telephone calls and faxes made and received at Chambers.
24. The Pupil must not smoke in Chambers.
25. The Pupil must not consume alcohol on Chambers' premises except when participating in a Chambers social event.
26. The Pupil must not possess, use or distribute drugs for non-medical purposes on Chambers' premises.
27. The Pupil will read and follow the obligations imposed on a pupil by the Policy Documents, the Code of Conduct, the Regulations, the Guidelines and the Pupillage File, and in particular
 - (1) The Pupil will register the Pupillage with the Bar Council on the form prescribed in the Regulations, Schedule 14 Part 1(a) and will also submit the supplementary information sheet before or on the day the Pupillage commences.
 - (2) The Pupil will notify the Bar Council of any change during Pupillage in accordance with the requirements prescribed in the Regulations, Schedule 14 Part 2.
 - (3) On completion of the non-practising 6 months, the Pupil will submit to the Bar Council a Certificate of Satisfactory Completion of Pupillage form (in the form prescribed by the Bar Council).
 - (4) On completion of the practising 6 months, the Pupil will submit to the Bar Council a further Certificate of Satisfactory Completion of Pupillage form (in the form prescribed by the Bar Council) together with a copy of the completed Checklist.
 - (5) During the non-practising 6 months, the Pupil may not supply legal services or exercise any right of audience, save that the Pupil may

accept a noting brief with the permission of the Pupil Supervisor or Head of Chambers.

- (6) During the practising 6 months, the Pupil may supply legal services and exercise rights of audience as a barrister, provided the Pupil has the permission of the Pupil Supervisor.
- (7) During any period of external training, the Pupil is not entitled to supply legal services and exercise rights of audience as a barrister.

ABSENCE FROM CHAMBERS

28. If the Pupil expects to be absent from Chambers for any reason (including for the observation of religious holidays which do not coincide with UK Bank or Public Holidays) the Pupil must inform the Pupil Supervisor or the Chairman at least 5 days in advance.
29. In the case of the Pupil being incapable to attend Chambers due to sickness, injury or otherwise the Pupil must contact, or have contacted on his or her behalf, the Pupil Supervisor or the Chairman by telephone before 10.00am or as soon as is reasonably practicable on the first day of absence, and must provide the Pupil Supervisor or the Chairman with a regular update of absences and this must be at least twice a week until the Pupil's return to Chambers.
30. If the Pupil is called for Jury Service, the Pupil must let Chambers know as soon as possible, and produce the summons. The Pupil will be entitled to leave for Jury Service. If on any day during the period of Jury Service the Pupil is released early, the Pupil must make every effort to attend Chambers on that day. If in doubt, the Pupil should telephone the Pupil Supervisor or Chairman for guidance.

TERMINATION

31. This Contract may be terminated:
 - (1) At any time by agreement in writing between the Head of Chambers and the Pupil
 - (2) At any time in writing by the Head of Chambers:
 - (a) If the Pupil becomes of unsound mind, a patient for the purpose of any statute relating to mental health or if a

petition is presented or any order is made or any notice is issued convening a meeting for the purpose of passing a resolution for the Pupil's bankruptcy or if the Pupil becomes bankrupt or makes any composition or enters into any Deed of Arrangement with the Pupil's creditors generally;

- (b) If the Pupil is unable to perform the obligations and duties imposed by this Contract by reason of ill health or injury for 13 weeks or more (whether consecutive or not) in any period of the pupillage;
 - (c) If the Pupil is convicted of a criminal offence other than one which in the opinion of Chambers does not affect his or her position as a Pupil in Chambers, bearing in mind the nature of the Pupil's obligations and the duties imposed by this Contract;
 - (d) If the Pupil is guilty of any gross misconduct;
 - (e) If the Pupil is guilty of any misconduct provided that at least one formal written warning about performance has been given prior to the termination.
- (3) By 1 month's notice given by the Pupil.

32. Examples of behaviour which Chambers considers or may consider to be gross misconduct include:-

- (1) theft of Chambers' property or fraud;
- (2) dishonesty;
- (3) sexual or racial harassment, or discrimination;
- (4) fighting or assault on another person, or any form of physical violence;
- (5) falsification of Chambers' records or documentation;
- (6) malicious damage to Chambers' property or to other employees' or members of Chambers' property on Chambers' premises;
- (7) gross neglect of the obligations and duties imposed by this Contract;

- (8) serious rudeness, bullying or intimidatory conduct;
- (9) gross breach of safety requirements likely to endanger other people or the Pupil;
- (10) being unfit for Pupillage owing to the influence of alcohol or drugs;
- (11) conviction of a criminal offence or gross misconduct which might result in the reputation of Chambers being adversely and seriously affected;
- (12) gross negligence which causes unacceptable loss, damage or injury;
- (13) disclosure of confidential information without lawful excuse;
- (14) misuse of the Chambers' name or property.

This list is neither exclusive nor exhaustive, and there may be other offences of a similar gravity which would constitute gross misconduct.

33. Examples of misconduct may include, without limitation:-

- (1) bad time keeping;
- (2) unauthorised absence;
- (3) removal of or damage to Chambers' property;
- (4) a breach or repeated minor breaches of this Contract;
- (5) abusive behaviour;
- (6) failure to observe a reasonable request or instruction or for insubordination;
- (7) interference with Chambers' computer equipment or computer system;
- (8) conduct outside Chambers which adversely affects the performance of the Pupillage.

This list is neither exclusive nor exhaustive, and there may be other offences of a similar gravity which would constitute misconduct.

34. This Contract will be terminated by the dissolution of Chambers.
35. In the event of termination of this Contract;
- (1) From the Termination Date the Pupil ceases to be entitled to any further payment from Chambers under the provisions set out under clauses 5 and 6 above
 - (2) The Pupil will repay to Chambers within 28 days of the Termination Date any payments made by Chambers under clauses 5 and 6 above, if any, in respect of any period of the Pupillage after the Termination Date, save where the Contract is terminated as a result of the dissolution of Chambers under clause 34 above.

LIMITATION OF LIABILITY

36. The liability of the Head of Chambers, if any, for damages for breach or termination of this Contract, howsoever and whensoever such liability might arise, shall be limited to the amount of the pupillage award calculated in accordance with clauses 5 and 6 above which would or should (as the case may be) have been paid to the Pupil but for the breach or termination of this Contract but which at the date of such breach or the Termination Date has not yet been paid.

GENERAL PROVISIONS

37. This Contract shall be subject to English law.
38. Any failure, delay or forbearance by Chambers in exercising any of its rights, powers or privilege under this Contract shall not constitute a waiver of that right, power or privilege or acquiescence to the relevant course of conduct nor shall a previous failure, delay or forbearance on the part of Chambers including a partial exercise affect its right to exercise all such rights, powers and privileges in the future.

NOTICE

39. Any notice in respect of any matter in this Contract must be in writing and given either personally or by first class post addressed to either party at the address set out in this Contract.

40. Where a notice is posted, it shall be deemed served 2 working days after posting.

DISPUTES

41. Any dispute about this Contract or the conduct of either party in relation to it may be referred to the Chairman or a member of Chambers delegated by the Chairman who must deal with it within 2 weeks of referral.
42. Wherever possible, the parties to any dispute will seek its resolution through the Chambers grievance procedures as set out in Chambers' Guide to Pupillage and Harassment Policy, copies of which will be provided to the Pupil on or before the execution of this Contract.
43. In the event of the dispute being outside the scope of the Chambers grievance procedures and not being resolved within 2 weeks of referral, the dispute may be referred by either party to the Bar Council or such person as it may appoint.

SIGNED etc.