

John Antell barrister



www.johnantell.co.uk

My Terms

Sep 2026

1. If you ask me to do a piece of work, and I agree to do so, I will personally do that piece of work. I am a self-employed barrister and am not employed by a firm of solicitors, although I practise with other barristers from a set of Chambers. A set of Chambers is a practice where a collection of independent self-employed barristers share premises and administrative services. I am regulated by the Bar Standards Board.
2. As I carry out all my professional work personally, there may be times when I am not available to you. For example, if I am in court/tribunal for a day or for several days in a row, I may be totally unavailable to all other clients during that time. But when planning my professional commitments I ensure, so far as it is possible to do, that I am able to complete on time each piece of work I have agreed to do.
3. It is possible that there might be times when my professional commitments clash. For the kind of work I do in my legal practice, it is unlikely that this will happen, but nevertheless I want to make you aware of what to expect in this situation, just in case. If I identify a possible clash of commitments and I am unable to work on your case I or my clerk will do our best to:
 - (1) Warn you as soon as possible and ask you how you would prefer to continue. As a result, it would be helpful if you would give me a telephone number on which I will always be able to contact you.
 - (2) Suggest the name of another barrister within my Chambers (of a suitable level of seniority and expertise), who is willing to accept your

case under the same terms as we agreed. You would then need to decide whether you want to instruct that barrister. Another barrister will not carry out work for you unless and until you have agreed to this.

- (3) Help you find a barrister from other Chambers if there is not a suitable barrister within my Chambers, or if you prefer to find a barrister in other Chambers.
- (4) Discuss with you the costs of using another barrister.

The work I carry out

- 4. If you ask me to carry out a piece of work, whether legal advice, drafting, or representation at a hearing, I will send you (by email) a Client Care Letter if I am willing to accept your instructions. The Client Care Letter will refer to these Terms and state my fee for the piece of work, and I will not carry out that piece of work unless and until you pay the fee.
- 5. If you ask me for a discrete piece of advice, and I can respond without having to take too much time to consider the matter, I may, instead, decide to accept your instructions and provide that discrete piece of advice free of charge on these Terms.
- 6. If a subsequent piece of work is needed on a matter, and I am available to do the extra work, there will need to be another Client Care Letter. Exceptionally if the new piece of work you ask for is a discrete piece of advice or drafting, and if I have all necessary information, and if it will not take me too long to do, I may decide that it would be disproportionate to send a Client Care Letter quoting a fee and instead I may accept your instructions on these Terms and proceed to do the piece of work free of charge, so that the first response you receive from me is actually the completed advice or drafting itself. If I am going to do this, I will do it within 18 hours of your request. But, aside that exceptional possibility, if you ask me to carry out a new piece of work - advice, drafting, or representation at a hearing, I aim to respond within 24 hours by either:
 - (a) Asking for more information, if I need more information before quoting, or;
 - (b) Offering, by sending you a Client Care Letter, to do the defined piece of work, in a stated timescale, for a stated fee - to be paid before I start work, or;
 - (c) Explaining that I am not able to do the work in time for your needs.
- 7. There is always the possibility of technical problems with email so if you have not had a response to your request for a quote for new work within 24 hours (Saturdays, Sundays, and public holidays in England excepted) you can contact

my clerk (my clerk's phone and email contact details are shown on every invoice/receipt) to check on my status. You can contact my clerk without waiting the full 24 hours if the matter is urgent.

The range of work I can carry out

8. Barristers advise on the law, draft documents for clients to use, and appear on behalf of their client before courts and other tribunals or organisations. Barristers do not handle client money or undertake the organisation or management of a case proceeding through a court or other tribunal.
9. Here are some examples of work I can carry out.
 - (1) I can draft letters on your behalf.
 - (2) I can appear on your behalf to argue your case at a court or other tribunal.
 - (3) If a witness statement is needed from you, I can draft it from what you tell me. I may also be able to help finalise a witness statement from another person based on the information that person has provided.
 - (4) I can advise you on the need for expert evidence and on the choice of a suitable expert. Expert evidence is evidence about a professional, scientific or technical matter provided by an individual with expertise in that area.
 - (5) I can draft formal court/tribunal documents for you. However, I cannot serve such documents on other parties or file them at the court/tribunal office on your behalf. You will need to take responsibility for serving formal court/tribunal documents on other parties and filing them at court/tribunal. Serving court/tribunal documents is the process by which papers relating to a case are put before the court or tribunal and the parties, e.g. individuals or organisations, involved in the case. This usually signals the start of formal proceedings.
 - (6) I cannot go on the court/tribunal record or provide my address to the court/tribunal as the 'address for service' of documents (that is, the address which you are required to provide to the court/tribunal for receipt by you of formal court/tribunal documents sent by the court/tribunal or by other parties). You will be listed on the court/tribunal record as a litigant in person. You will need to provide your own address as the 'address for service' of documents sent to you by the court/tribunal and by other parties.

10. As you are instructing me without a solicitor, you must be sure that you are able to do whatever is necessary for those matters that I cannot deal with.

Circumstances when I may not be able to act for you

11. As a barrister, I must follow the Code of Conduct in the BSB Handbook which is available on the BSB's website www.barstandardsboard.org.uk
12. That Code of Conduct requires me to consider whether a solicitor needs to be instructed in your own interests. If there comes a point at which I consider you need a solicitor I will no longer be able to act for you without the involvement of a solicitor. If I foresee that situation arising, I will give you as much notice as possible.

Legal Aid

13. It is possible that you may be eligible for public funding or "legal aid" as it is usually referred to. However, as a barrister I cannot do legal aid work unless I have been instructed by a solicitor. If you want to talk to someone in more detail about getting legal aid, you should contact a solicitor who does legal aid work. They will be able to advise you about legal aid arrangements relating to civil cases e.g. where you are in dispute with another individual or organization, and criminal cases e.g. where a crime may have been committed.
14. You can find out more information on the www.gov.uk website:
www.gov.uk/legal-aid
15. If you wish to be assessed for legal aid for a civil case you can contact Civil Legal Advice. This is a service which provides advice about family, debt, benefits, housing, education or employment problems. You can call them on: 0845 345 4345. You can also use their online legal aid calculator. This is a tool which allows you to check whether you can get legal aid for your case, if it is a civil case. This tool allows you to get online advice and can help you find a legal adviser near you:
www.gov.uk/check-legal-aid
16. If you do not qualify for legal aid, you might like to consider whether you have any insurance policies that might cover your legal fees, or if the fees may be paid by someone else, for example a trade union.
17. I can advise and represent you if:
 - you make an informed decision not to seek public funding;
 - you make a public funding application, e.g. you have applied to get legal aid to help fund your case, that is rejected;

- you do not wish to take up an offer of public funding (perhaps because you consider that the level of contribution you will be required to make is too much).
18. In asking me to carry out any work under these Terms you confirm that you have been informed that you may be eligible for public funding and where you can find further information. You are choosing to instruct me without the benefit of any public funding that may be available to you.

Cancellation

19. Your statutory right to cancel during a 14 day cancellation period (if any) is set out in the Client Care Letter which refers to these Terms. If you have a statutory right to cancel you may exercise that right by filling in the model cancellation form attached to these Terms and sending it to the contact address indicated on the form. But use of the form is not obligatory and you may exercise any right to cancel by informing me of your decision to cancel by a clear statement (e.g. a letter sent by post or an email to the contact address).
20. If you make an express request for work to start before the end of the 14 day cancellation period, you lose any right to cancel once the services have been fully performed, or at the end of the cancellation period, whichever occurs first.
21. Payment of the fee constitutes an express request for work to start, so do not pay the fee for a piece of work unless and until you are sure you want me to do that piece of work.

Documents and consent to process personal data

22. You and I agree that:
- (1) You will not send me any paper documents but provide PDF or other computer copies only. You agree that you will never, under any circumstances, send me any **original** electronic media or other original items, but only copies of documents and any recordings by email.
 - (2) Likewise I will not send you paper copies of any documents I draft but will send them to you only in electronic form. You agree that you will at all times maintain an email address and check for emails at least once per business day (more frequently during crucial periods). You will have access to the Internet.
 - (3) I am entitled to keep copies of any documents you give me for my own professional records for at least seven years in accordance with Rule C129 of the BSB Handbook.

- (4) In asking me to carry out any work under these terms you confirm that you have given me your consent to process your personal data for the purpose of carrying out your instructions. You have a right to withdraw consent, but if you do so I will not be able to carry out your instructions.

General obligations

23. The information which you give me will be received in professional confidence. This means that I must maintain the confidentiality of any information you have shared with me and can only tell others about it if you give your consent for me to do so (which I would obtain if and when needed). The only exception is that statutory and other legal requirements may mean that I have to disclose (i.e. reveal) your information to governmental or other regulatory authorities, e.g. organisations, whose rules I must meet, without your consent and without telling you that I have made the disclosure. Statutory and legal requirements are rules or regulations that an individual must, by law, follow.
24. The contracts entered into on these Terms will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts. Jurisdiction means the power and authority of a court or tribunal to determine the outcome of a case and impose sanctions or penalties on those involved.

Limit on Liability

25. In the unlikely event that I make a serious mistake in the work I carry out which amounts to negligence, and which results in you suffering a loss, you might bring a claim against me for compensation. I would propose that we agree a limit on any liability which I may have, of £2,000,000 including interest and costs. If you would like the limit to be more than £2,000,000 then I would be prepared to discuss that although I may have to increase my fee if the limit of liability is higher. If you want to discuss a higher limit you must do so before you confirm your acceptance of any agreement incorporating these Terms which include the clause below.
26. You agree that my total liability to you arising out of or in any way in connection with the performance or contemplated performance of any agreement incorporating these Terms, or of any other further services which I may carry out (whether under direct access or on the instructions of a solicitor or other intermediary) howsoever that liability arises (including but not limited to claims in contract and tort including without limitation the tort of negligence) shall not exceed £2,000,000 (including interest and costs) for each and every claim provided that all claims (including claims made by you in connection with this agreement or by you in connection with other work, or by other persons) which arise from or are attributable to the same act or omission or a series or group of related acts or omissions or a series or group of similar acts or omissions or the

same originating clause, shall be regarded as one claim. Nothing in this clause shall exclude or limit liability for (1) fraud or fraudulent misrepresentation, (2) death caused by negligence, or (3) personal injury caused by negligence.

Complaints

27. I hope you will be happy with the professional services I provide. However, if you are not satisfied, you should first refer the matter either to me or to my Chambers in line with my Chambers' complaints procedure. If you would like a copy of the complaints procedure, please ask me.
28. If you are not happy with my reply or my Chambers' reply then you can contact the Legal Ombudsman. The Legal Ombudsman is a free, impartial and independent service set up by the Government which deals with complaints about the service you have received. You must complain to the Ombudsman within six months of receiving a final response to your complaint from myself or from my Chambers (provided the response specifically notifies you of your right to complain to the Ombudsman and of the six month time limit). A complaint to the Ombudsman must also be made not more than one year after the act or omission complained about or not more than one year from the date when you should reasonably have known that there were grounds for complaint. For further details about how to make a complaint to the Legal Ombudsman, please contact the Legal Ombudsman directly at:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Email: enquiries@legalombudsman.org.uk

Phone: 0300 555 0333

Website: www.legalombudsman.org.uk

Model Cancellation form

To John Antell, Ashley Building, Middle Temple Lane, London EC4Y 9BT
- email mail@johnantell.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of
the following service

Ordered on

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.