



PUPILLAGE AGREEMENT
& PUPILLAGE OFFER LETTER

The Barrister Group

dated

[Insert date]

(The “Written Pupillage Agreement”)

PUPILLAGE AGREEMENT

PARTIES:

- (1) *[Insert full name]* of *[insert home address]* (the “**Pupil Barrister**”)

- (2) **EUROPEAN ADMINISTRATION LTD** trading as **THE BARRISTER GROUP**, and **TBG ADR** whose company number is 4207276 and whose registered office is at Equity House, Blackbrook Park Avenue, Taunton, TA1 2PX (“**The Barrister Group**”).

BACKGROUND:

- (A) The Pupil Barrister is authorised by the Bar Standards Board (“BSB”) to undertake pupillage in England & Wales and is regulated by the BSB.

- (B) *[The Barrister Group is an Authorised Education and Training Organisation authorised by the BSB to provide pupillage training.]* The Barrister Group also provides clerking and administration services for barristers.

- (C) The Pupil Barrister wishes to undertake pupillage with The Barrister Group and wishes to apply to become a full member of The Barrister Group upon successful completion of their pupillage.

AGREED TERMS:

Definitions

1. In this Services Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Aged Debt**” means all unpaid Fees whether or not recorded in the Database.

“**Agreed Percentage**” means the percentage of Fees received following termination of the Agreement which shall be chargeable to the Pupil Barrister, as set out in the Pupillage Offer Letter.

“**Agreement**” means the agreement comprised by the terms and conditions of this Service Agreement.

“**Barrister’s Data**” means any data in relation to the Pupil Barrister relating to Work.

“**BSB Handbook**” means the Bar Standards Board Handbook as amended from time to time and/or such other document or guidance as may be issued by the Bar Council or the Bar Standards Board relating to the conduct and practice of barristers.

“**Chambers Operating Manual**” means the manual as amended from time to time setting out the services to be provided by The Barrister Group and the procedures to be followed by The Barrister Group and the Pupil Barrister.

“**Charges**” means the charges payable by the Pupil Barrister to The Barrister Group for the provision of the Services as set out in the Pupillage Offer Letter and any Disbursements incurred by The Barrister Group on behalf of the Pupil Barrister.

“**Charges Payment Date**” means the date 14 (fourteen) days from the date of issue of the Invoice.

“**Barrister Connect**” means Barrister Connect Limited.

“**TBG ADR**” means the department of The Barrister Group dealing with mediation and arbitration.

“**Code of Conduct**” means the Code of Conduct of the Bar of England and Wales contained in Part 2 of the BSB Handbook.

“**Commencement Date**” means the date appearing at the top of page 1 of this Agreement.

“**Database**” means the collection of all information, facts, data and material compiled or collected by The Barrister Group in a systematic or methodical way, and whether held on disk, tape or any other medium including without limitation, correspondence, documents, memos, computer discs and all other records, individually accessible by electronic or non-electronic means.

“**Disbursements**” means any third party costs or charges incurred by The Barrister Group on behalf of the Pupil Barrister including, without limitation, in respect of the transfer of the Pupil Barrister’s data either at implementation or termination of the Agreement, library membership or memberships, courier expenses, travel expenses, room hire, refreshments, photocopying and any other expense incurred on behalf of the Barrister, save as expressly included in the Services.

“**Fees**” means fees earned by the Pupil Barrister from Work.

“**Fees Collection Manual**” means the manual as amended from time to time setting out the fees collection services to be provided by The Barrister Group and the fees collection procedures to be followed by The Barrister Group and the Pupil Barrister.

“**Full Member**” means a member of The Barrister Group who is registered with the Bar Standards Board records office in the “Barristers’ Register” as having a primary practice address with The Barrister Group. 01823 247 247

“**Interest**” means interest payable pursuant to Clause 5(b) of this Agreement.

“**Intellectual Property Rights**” means patents, registered designs, design right, copyright, database rights, registered trademarks, unregistered trademarks, applications for registered intellectual property, know-how and other confidential information and all other intellectual property protection wherever in the world enforceable.

“**Invoice**” means any invoice issued by The Barrister Group in respect of Charges and/or Disbursements and/or Interest.

“**Logo**” means mean all words and written descriptions, pictorial or graphical images, motifs or graphics used by or associated with The Barrister Group in any correspondence or promotional material of whatsoever nature.

“**Mandate**” means the standing powers, authorities and instructions given by the Pupil Barrister to The Barrister Group pursuant to the Mandate Form.

“**Mandate Form**” means the form of mandate as amended from time to time setting out the extent of the standing powers, authorities and instructions given by the Pupil Barrister to The Barrister Group to carry out the Services and/or the Additional Services.

“**Pupillage Offer Letter**” means the letter from The Barrister Group to the Pupil Barrister offering to provide the Services in accordance with this Agreement and

setting out the Charges in respect thereof, a copy of which is annexed hereto marked “**Schedule A**”.

“**Pupillage Guide and Handbook**” means the Guide and Handbook which set out how pupillage at The Barrister Group operates which should be reviewed in conjunction with this Agreement, a copy of which is annexed hereto marked “**Schedule B.**”

“**Revised Offer Letter**” means any letter in substitution of the Pupillage Offer Letter.

“**Services**” means training, clerking services, including access to “Chambers 365”, The Barrister Group’s diary and case management software, as more particularly described in: (a) the Chambers Operating Manual; and (b) the Fees Collection Manual.

“**Staff**” means the persons employed by The Barrister Group to provide the Services.

“**Work**” means all work carried out by the Pupil Barrister: (a) involving the provision of legal services or alternative dispute resolution services, whether as mediator, arbitrator or otherwise; and/or (b) not involving the provision of legal services or alternative dispute resolution services, whether as mediator, arbitrator or otherwise, but where the work has nonetheless resulted in the provision of the Services, or any part thereof, and/or where the work has been directly or indirectly introduced to the Pupil Barrister by The Barrister Group, TBG ADR or by Barrister Connect.

Engagement of The Barrister Group (Practising Period of Pupillage)

2. In consideration of payment of the Charges and/or the Disbursements: (a) the Pupil Barrister hereby agrees to engage The Barrister Group, and (b) The Barrister Group agrees to provide the Pupil Barrister with the Services, on the terms of this Agreement from the Commencement Date until termination in accordance with Clauses 8 to 11 of this Agreement.

3. The Barrister Group shall provide the Services to no less a standard than that required by the Pupil Barrister to fulfill the Pupil Barrister's obligations and duties pursuant to the BSB Handbook, shall comply with its obligations as data processor pursuant to the General Data Protection Regulations, and shall at all times act in good faith and in the best interests of the Pupil Barrister subject to any professional or regulatory obligations.

Charges payable by the Pupil Barrister

4. The Pupil Barrister hereby acknowledges and agrees:
 - a) That Charges are:
 - i) Earned by The Barrister Group upon the carrying out of Work;
 - ii) Payable to The Barrister Group following the date of receipt of Fees by The Barrister Group or the Pupil Barrister, whichever is the earlier, upon presentation of an Invoice to the Pupil Barrister by The Barrister Group;

to Clause 5(a) of this Agreement, The Barrister Group shall be entitled to off-set against the sums due and transfer to its own account from the The Barrister Group client account any Fees received.

Further acknowledgments

6. The Pupil Barrister hereby yet further acknowledges and agrees that:
- a) The Barrister Group is a limited company which administers and procures barristers for the provision of Work;
 - b) The Barrister Group acts as the Pupil Barrister's agent in respect of the provision of the Services and the Pupil Barrister is responsible for the actions of any member of Staff acting on the Pupil Barrister's behalf;
 - c) This Agreement does not and shall not be deemed to create any partnership or employment relationship between the Pupil Barrister and The Barrister Group, and the Pupil Barrister shall not enter into or have authority to enter into any engagement or make any representation or warranty of or otherwise bind or oblige The Barrister Group;
 - d) Save that the Barrister's Data shall belong to the Pupil Barrister, all the Intellectual Property Rights subsisting in or relating to The Barrister Group, this Agreement, Chambers 365, the Fees Collection Manual, the Chambers Manual, the Mandate, the Database and the Logo are and shall remain the sole property of The Barrister Group;
 - e) The Barrister Group is under no obligation to provide Work;

- f)* The Pupil Barrister is a data controller for case information for Work undertaken during the practicing period and The Barrister Group is a data controller and/or data processor for personal data and case information pursuant to the General Data Protection Regulations, and The Barrister Group may engage sub-contractors to process personal data on behalf of The Barrister Group;
- g)* The Barrister Group shall be entitled to engage such Staff and make such arrangements with third parties as, in The Barrister Group sole discretion, are required to provide the Services;
- h)* The Pupil Barrister shall at no time be a pupil barrister or engaged with any other chambers; and
- i)* The Barrister Group shall be entitled, from time to time, in its sole and absolute discretion, to nominate on behalf of the Pupil Barrister the person or persons required by the Bar Standards Board, the BSB Handbook, the Code of Conduct, and/or the Bar Mutual Indemnity Fund to fulfill the role or roles described in those documents, or by those bodies, as head of chambers, complaints officer, equality and diversity officer, and any other supervisory or regulatory role so requiring nomination.

Obligations of the Pupil Barrister

7. The Pupil Barrister hereby agrees and undertakes at all times throughout the duration of the Agreement:

- a)* That they are authorised to undertake pupillage by the Bar Standards Board;

- b)* To comply with the Pupil Barrister's obligations and duties contained in the BSB Handbook and the Code of Conduct and keep up to date with any changes therein;
- c)* To comply with the Pupil Barrister's obligation to notify and/or register under the UK GRPR/Data Protection Act or equivalent;
- d)* To comply with the Pupil Barrister's obligations under UK GDPR/Data Protection Act;
- e)* To have fully paid up professional indemnity insurance cover in place when appropriate;
- f)* To comply with the requirements, procedures, and policies applicable to the Pupil Barrister as set out in the Chambers Operating Manual;
- g)* That The Barrister Group is hereby authorised to implement the requirements, procedures and policies set out in the Chambers Operating Manual;
- h)* To ensure that the Pupil Barrister is at all times registered with the Bar Standards Board as being registered with a Pupil Supervisor at The Barrister Group;
- i)* To complete the Mandate Form and review it from time to time as the need arises;
- j)* At all times to ensure compliance with the Pupil Barrister's obligations relating to the operation of the Pupil Barrister's diary as set out in that part of

the Chambers Operating Manual dealing with enquiries and bookings, in order to ensure that no Work is booked on behalf of the Pupil Barrister which the Pupil Barrister is unable to undertake;

- k)* Regularly to review the Chambers Operating Manual and the Fees Collection Manual;
- l)* Subject to any professional or regulatory obligation, at all times to act in good faith and in the best interests of The Barrister Group; and
- m)* To be responsible for payment of their own expenses and liabilities, including without limitation, income tax, VAT, professional indemnity insurance, national insurance, DX and professional subscriptions.

Termination

- 8. The Agreement shall continue for the period of pupillage set out in the Pupillage Offer Letter or until termination without cause by either party on one months' written notice.
- 9. The Agreement shall automatically terminate in the event of the death of the Pupil Barrister.
- 10. The Barrister hereby acknowledges and agrees that the Agreement may also be terminated by The Barrister Group with immediate effect by giving written notice to you in any of the following circumstances:
 - a)* In the event of persistent late payment of Charges and/or Disbursements;

- b) In the event of the failure of the Pupil Barrister to comply with any of the obligations set out in Clause 7(a) – (f) of this Agreement;
- c) In the event of the failure of the Pupil Barrister to comply with any of the obligations set out in Clause 7(g) – (m) of this Agreement where, in the reasonable opinion of The Barrister Group, The Barrister Group’s ability to provide the Services is thereby substantially prejudiced or undermined;
- d) Where the Pupil Barrister is declared bankrupt or has reached an agreement with the Pupil Barrister’s creditors due to a failure or inability to pay debts as they fall due; or
- e) In the event that The Barrister Group passes a resolution for winding up or a court makes an order to that effect or is declared insolvent or makes an arrangement or composition with its creditors or a liquidator, receiver, administrator, manager or similar officer is appointed over any of The Barrister Group’s assets.

11. Any notice of termination which is required to be given under the Agreement shall be given in writing and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas) to the address of the other party set out at page 2 of this Agreement (or such other address as may from time to time have been notified in writing to the sending party), and any such notice shall be deemed to have been served: (a) if delivered personally, when left at the said address, or (b), if sent by pre-paid recorded delivery post (except air mail), two days after posting it, and, (c) if sent by air mail, six days after posting it.

Effect of termination

12. The parties hereby acknowledge and agree that Clauses 4, 5, 6(d), and 14 to 21 inclusive of this Agreement shall survive termination of the Agreement whether in accordance with Clauses 8 to 11 of this Agreement or for any other cause.

13. Upon termination of the Agreement, unless otherwise agreed in writing between the parties:
 - a) The Barrister Group shall retain the right (but not the obligation) to collect the Aged Debt and shall advise the Pupil Barrister accordingly;

 - b) Clause 13(c) of this Agreement shall apply in relation to Fees received following termination of the Agreement;

 - c) The Pupil Barrister shall pay The Barrister Group the Agreed Percentage, as and when Fees are received, whether by The Barrister Group or the Pupil Barrister, following termination of this Agreement, and/or any Disbursements are incurred following termination of this Agreement, and such shall be paid in full upon presentation of an Invoice or Invoices no later than the Charges Payment Date, and

 - d) In the event of late payment under Clause 13(c) of this Agreement, Clause 5(b) and 5(c) of this Agreement shall apply.

Amendments and waiver

14. The parties hereby acknowledge and agree that the Agreement constitutes the entire agreement between them and that no reliance is placed on any oral representation or term not included herein.
15. In no event shall any delay failure or omission on the part of either party in enforcing exercising or pursuing any right, power, privilege, claim or remedy, which is conferred by the Agreement or arises from any breach by the other party of any of its obligations thereunder, be deemed to be or construed as (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, or (ii) operate so as to bar the enforcement or exercise thereof.
16. The terms set out in this Agreement may be amended but only by means of a revised form of this Agreement to be signed by the parties in substitution of the Agreement.

Severability

17. If any term or provision of the Agreement or any part thereof shall be held by any court of competent jurisdiction to be illegal or unenforceable, under any enactment or rule of law, such term or provision shall to that extent be deemed severable and not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

Limitation of liability

18. The Barrister Group's maximum liability to the Pupil Barrister, whether in contract, tort (including negligence) or otherwise, save as excluded or limited as a matter of law, will in no circumstances exceed £1,000.
19. The Barrister Group will not be liable for any loss of actual or anticipated income or profits, loss of work or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

Governing Law

20. The Agreement shall be subject to the Laws of England and Wales.

Mediation

21. In the event of a dispute regarding these terms the parties agree to appoint an independent mediator and to attempt in good faith to settle the dispute, the cost of the mediation being divided equally between the parties.

Signed for and on behalf of *[insert full name of pupil barrister]*:

Signed:

Dated:

**Signed for and on behalf of European Administration Limited t/a The Barrister Group
Barristers.**

Signed:

Dated: *[Insert date]*

Position:

SCHEDULE A “PUPILLAGE OFFER LETTER”

Dear *[insert first name of pupil]*

Thank you for your interest in undertaking pupillage with The Barrister Group.

I am delighted to confirm that we would like to offer you pupillage with The Barrister Group on the basis of the terms set out in this letter and the accompanying services agreement (the “Services Agreement”).

The details are as follows:

- **Pupil Supervisor:** *[Insert name of pupil supervisor]*
- **Tel:** *[Insert telephone number of supervisor]*
- **Email:** *[Insert email address of supervisor]*

- **Pupillage Co-ordinator:** *[Insert name of pupil supervisor]*
- **Tel:** *[Insert telephone number of supervisor]*
- **Email:** *[Insert email address of supervisor]*

1. Hours of work: Your hours will be agreed with your pupil supervisor directly.

(You should be aware that the nature of work as a barrister and pupil barrister means that it can require work to be undertaken outside of what is considered normal office hours and at the weekend. Please discuss your personal situation with your pupil supervisor if you would like any personal circumstances to be taken into consideration. We will make all reasonable adjustments to accommodate your personal circumstances).

You are entitled to 20 days leave plus public holidays in any 365-day period or on a pro-rata basis for increased or reduced pupillage.

- Non-Practising Period Start Date: *[insert start date]*
- Non-Practising Period Duration: *[insert duration]*

- Practising Period Anticipated Start Date: *[insert start date]*
- Practising Period Duration: *[insert duration]*

your pupillage will therefore continue until *[insert end date]* when it will end without the need for further notice unless specific arrangements are made to extend your pupillage.

2. This offer of pupillage is made on the following understanding that:
- a. we will promptly provide you with all necessary assistance in complying with your regulatory obligations;
 - b. you are covered for all legal services supplied to the public arising directly out of your pupillage arrangement by the insurance of your named pupil supervisor;
 - c. during your non-practising period, so long as you are satisfied that you are not acting in the capacity of a data controller, you are covered by your supervisor's Data Protection Registration. During your practising period, you must register as a data controller with the ICO; and
 - d. you:
 - a. have successfully completed the academic and vocational training requirements;
 - b. are a member of an inn;
 - c. have immigration visas where relevant; and
 - d. have registered the pupillage with the BSB
 - e. You will undertake a homeworker risk assessment we provide ahead of your induction and that you undertake to rectify any matters arising from such assessment.

3. Documents required prior to pupillage

Prior to starting your pupillage you must provide clear documentary evidence that:

- a. you have satisfactorily completed academic and vocational training components;
- b. are a member of an Inn;
- c. have obtained immigration visas where necessary; and
- d. have registered your pupillage with the BSB.

Additional provisions

4. This agreement (together with the Pupillage Guide and Handbook at Schedule B) contains the key terms of your pupillage that are required by the BSB to be included in the agreement, including the duties of The Barrister Group and your duties as a pupil. Those duties are derived from a number of documents produced by the BSB which are cross-referenced in this agreement; namely:
- The BSB Handbook, Part 4 (Bar Qualification Rules: 8 pages);
 - The Authorisation Framework (7 December 2018, 26 pages);
 - The Bar Qualification Manual:
<https://www.barstandardsboard.org.uk/trainingqualification/bar-qualification-manual.html>;
 - The Professional Statement for Barristers (September 2016, 36 pages); and
 - The Pupillage Funding Rules (BSB Handbook Rules C113- C118).
5. These documents (as updated from time to time) supplement this agreement and you are expected to familiarise yourself with them. In the event of any conflict between the terms of this agreement and the rules in the BSB Handbook, the latter shall prevail.

Wellbeing at the Bar & In Chambers:

6. The Barrister Group is committed to equality, diversity, transparency, best practice and work life balance. You are entitled to learn and practice in a highly professional environment. Should you have any concern at any point, we would ask you to speak to your pupil supervisor in the first instance or to the Pupillage Co-ordinator if you feel unable to raise a concern directly with your supervisor. If your concern relates to the Pupillage Co-ordinator, you may raise your concern with the Head of Chambers.
7. All Chambers' policies are located on the Barrister Intranet, in the Operations Manual and includes, amongst other relevant policies those which are annexed or linked to below:
 - The Barrister Group Pupillage Guide and Handbook – Schedule B
 - Working hours, holidays, and sickness
 - Pupillage misconduct and grievances
 - TBG Internal complaints procedure – Schedule C
 - Link to our: [Harassment Policy](#)
 - Link to our: [Reasonable Adjustments Policy](#)
 - Link to: [Details about the accessibility of our offices](#)
 - Link to our: [member recruitment process](#)

The Clerking Team:

8. Full contact details for the clerking team can be [found on our website](#) and our 24/7 helpline is available at 01823 247 247 in an emergency. The clerks' direct email addresses and DDI telephone numbers are also available on their individual pages. The clerking team will be in contact with you soon after your start date.

Pupillage Award Guarantee:

9. During the pupillage period, The Barrister Group will ensure that the pupil receives the minimum remuneration as prescribed by The Bar Standards Board (BSB) from time to time. The minimum remuneration shall be made up of monies received by the pupil from work undertaken during pupillage and to the extent that such monies received by the pupil are insufficient to meet the minimum remuneration requirement, shall be topped up to the prescribed minimum by the Pupillage Academy (“the Top-Up”). In the event that the pupil's receipts during the pupillage period exceed the prescribed minimum remuneration, The Barrister Group shall be entitled to reclaim the Top Up or part thereof to the extent of the excess of receipts.
10. The Bar Standards Board (BSB) has set the rate for 2024 with the minimum pupillage awards at £23,078 per annum for pupillages in London and £21,060 per annum for pupillages outside London. The award for pupillages which last for less than or more than 12 months will be paid on a pro-rata basis.

Your pupillage is based on the *[insert circuit based on location of pupil supervisor]* Circuit and the London rate *[does/does not]* apply.

The Barrister Group will provide this award on a monthly pro-rata basis for the duration of your pupillage. In the non-practicing period, this award will be paid in arrears monthly by transfer into your bank account on or around the first working day of the month by our accounts team. During your practicing period, The Barrister Group will add any Top Up to your earnings on a pro-rata per month on the basis that your earned income (pre-clerks fees) is less than the guaranteed minimum amount; this amount will be paid as soon after the first working day as possible. Please raise any questions with the Pupillage Co-ordinator if you are unsure about any aspect of your award and chambers fees where your income exceeds your award.

11. Other than as set out above in relation to the work carried out during your practicing period, you are receiving a pupillage award in lieu of payment for any individual item of work.
12. These agreed funding arrangements do not apply where you are doing a period of pupillage at another AETO or you cease to be a pupil at The Barrister Group for whatever reason.

Expenses and Course Fees:

13. The Barrister Group will pay reasonable expenses, where agreed in advance and all compulsory course fees during your pupillage. Reasonable expenses will be those necessary for completion of your pupillage save where you are being paid fees for work. Expenses should be claimed on a monthly basis by submitting an expense form to the accounts team.
14. In addition to payment of the compulsory course fees, the first resit will be funded from the practising certificate fee. The second will be funded by The Barrister Group. Any subsequent re-sits must be paid for by the pupil unless otherwise agreed with The Barrister Group in writing.

National Insurance, Income Tax & VAT:

15. As a self-employed Barrister, you are responsible for all national insurance and taxes payable to HMRC including personal income tax and VAT when you reach the threshold or register voluntarily. We strongly advise you to take advice from an accountant at the appropriate time.

I.T. & Digital Library Resources:

16. The Pupillage Academy will provide you with the following resources:
 - Microsoft Outlook

- Microsoft Word
- Microsoft Excel
- Microsoft Teams
- Microsoft Exchange
- Microsoft OneDrive
- Microsoft Sharepoint
- Chambers 365 Case Management System
- Lexis Nexis Digital Library – Full access to all products
- Bookkeeping Software
- I.T. Support Desk
- Intranet
- The Barrister Group Operations Manual
- Internal training webinars
- Marketing and social media support with a legal marketing expert
- Individual profile on The Barrister Group website which you can update 24/7
- Practice management sessions
- Public Access course-fully funded
- Advice on Practice Management Standards

Pupil's Duties:

17. You are expected to comply with The Barrister Group's policies including those listed and linked in this agreement or its schedules and those contained in the Chambers Operating Manual.
18. Throughout pupillage, you are required to keep adequate training records as this will assist your final assessment against the competencies in the Professional Statement.
19. Throughout pupillage, you must ensure that any necessary reduction or waivers from the BSB have been granted and the BSB is properly notified of any material changes to the pupillage.
20. During the non-practising period, you will not provide legal services as a barrister. The exception is doing a noting brief with the permission of your Pupil Supervisor or Head of Chambers.
21. Prior to starting the practising period, you must register with the Information Commissioners Office as a Data Controller, have been called to the Bar and obtained a provisional practising certificate from the BSB.
22. During the practising period, you will not provide legal services as a barrister without permission of your Pupil Supervisor or Head of Chambers.

Training Programme

23. Given that each individual will have different training and assessment needs, the specifics of your Training Plan will be agreed during your first meeting with the supervisor. Full details of the processes and approach are set out in the Pupillage Guide and Handbook which is contained at Schedule B which you should read in full.

24. If you would like to get a head start on your pupillage, a useful exercise is for you to assess yourself against the competences contained in the Professional Statement; the BSB considers that such self-reflection forms an integral part of pupillage as well as your career as a barrister.
25. It is a requirement of the Pupillage Agreement that your pupillage cannot commence until such time as you have passed all appropriate examinations permitting you to undertake pupillage.
26. During the pupillage if you do not pass any compulsory courses which are required prior to commencing the practising period, you will not be able to commence your practising period until such time as these compulsory courses have been passed. The Barrister Group will decide in consultation with you and your Pupil Supervisor as to whether your funded pupillage will be extended.

Termination

27. If either party wishes to withdraw during pupillage, then a notice period of not less than 1 month must be given to the other party.
28. Full details of the process which will occur in relation to transfer of pupillage can be found in the Pupil Handbook at Schedule B.
29. The Barrister Group is entitled to withdraw the pupillage prior to its commencement and to terminate the pupillage during your pupillage year with immediate effect at any time if:
 - you commit a serious breach of the BSB Handbook;
 - you are guilty of a serious or persistent breach of Chambers' policies, procedures or codes of conduct applicable to you;
 - you are convicted of a criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
 - you fail to meet the minimum attendance or other regulatory requirements of the BSB for commencing or completing the non-practising or practising periods of your pupillage training; during the practising period of your pupillage you cease to hold a valid practising certificate; your actions or omissions (whether or not in the course of the pupillage) bring or are such as to risk bringing the name or reputation of Chambers or its members into disrepute or to prejudice the interest of Chambers; or
 - your immigration status means you cease to be eligible to undertake or complete the pupillage.

Data Protection

30. Chambers will collect and process your personal data in accordance with the applicable laws and the relevant data privacy statement of Chambers in force from time to time.

31. You must comply with the data protection policy of Chambers and any member of Chambers with whom you are working and all applicable data protection laws and associated codes of practice (in each case in force from time to time) at all times when processing personal data in connection with your pupillage or that otherwise comes into your possession in the course of your pupillage.
32. You agree to enter into any data processing agreement that Chambers or member of Chambers may reasonably require from time to time during your pupillage.

Next Steps:

33. This letter, referred to in the Services Agreement as the “Pupillage Offer Letter”, is an offer to provide the training and services described above and sets out the charges payable by you for the provision thereof, together with details of the pupillage award guarantee.
34. Upon acceptance of this agreement, The Barrister Group will provide you with the **Services**, as defined in The Barrister Group Services Agreement for full membership, in consideration of which, you will pay The Barrister Group the Charges set out below:
35. **[xx]% of Fees received**, payable by way of direct debit but subject to the pupillage award guarantee for the duration of your pupillage.
36. The Charges are payable by the **Charges Payment Date**, as defined in, and in accordance with, the Services Agreement.
37. If you agree this offer of pupillage, please do the following:
 - (a) raise any issue of concern with the Pupillage Co-Ordinator or your Pupil Supervisor **BEFORE** you sign and return this letter;
 - (b) sign and return this letter;
 - (c) sign (and initial each page) and return a copy of the Service Agreement;
 - (d) provide the documents listed under the paragraph 3 “Documents required prior to pupillage” section above;
 - (e) provide up to date copies of your provisional practising certificate when available, your full practicing certificate, your data protection registration certificate and your professional indemnity insurance to be placed on our file at the point when they become appropriate; and
 - (f) familiarise yourself with the Chambers Operating Manual, found in the Intranet as soon as you have access. You will find all of our chambers’ policies contained within the Intranet, Operations Manual.

Upon receipt of the documents and information set out in paragraph 3, your pupillage can be confirmed.



hello@thebarristergroup.co.uk
thebarristergroup.co.uk
01823 247 247

CONFIRMATION OF INTENTION TO TAKE UP PUPILAGE WITH THE BARRISTER GROUP AND INSTRUCTIONS TO APPOINT THE BARRISTER GROUP AS AGENT.

I hereby confirm that I meet all of the current criteria to allow me to take up this offer of pupillage with The Barrister Group Pupillage Academy and I agree to instruct The Barrister Group to act as my agent and to provide the training and services in accordance with the Services Agreement. I agree to carry out the duties required of a pupil as required by the BSB.

I hereby confirm that I have read and agreed The Barrister Group Service Agreement and satisfy (and will continue to satisfy) all of the obligations imposed on me as set out in the Service Agreement.

YOU MAY TERMINATE THIS AGREEMENT AT ANY BEFORE THE COMMENCEMENT DATE AND YOU MUST NOTIFY THE BARRISTER GROUP OF ANY MATERIAL CHANGE IN YOUR CIRCUMSTANCES THAT MAY AFFECT YOUR ABILITY TO COMPLETE YOUR PUPILAGE WITH US.

Signed by:

Name (“the Pupil Barrister”):

Dated: