

Fountain Chambers
Middlesbrough

Updated October 2023

Pupillage Policy

Head of Chambers:	Collette Price
Chair of Pupillage Committee:	James White
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Head of Family Team:	Gill Kane
EDO:	Collette Price

This policy applies to all pupils and pupillage applicants.

Introduction

This document describes Chambers updated policy and procedures in relation to the selection, training and supervision of pupils.

1. General

1. Fountain Chambers is a member of the Pupillage Gateway and applications for pupillage through the Pupillage Gateway website (www.pupillagegateway.com). Due regard will also be given to the Equality Code for the Bar together with Annex A of the Code of Conduct of the Bar of England and Wales.
2. All applications for pupillage will be considered fairly and equitably in line with Chambers' policies.
3. Chambers will consider, on an annual basis, whether to remain part of the Pupillage Gateway scheme or not.

4. In general a pupil shall remain with one pupil supervisor throughout their pupillage, but may be allocated two or more if required and approved by the Pupillage Committee.
5. In this document:
 - (a) “the Committee” shall refer to the Pupillage Committee
 - (b) “the Chairperson” shall refer to the elected Chairperson of the Pupillage Committee
 - (c) “the Supervisor” shall refer to the Pupillage Supervisor or Supervisors.

2. Policy

1. At Chambers’ Annual General Meeting, members shall decide whether any pupillage shall be offered for the following year, subject to there being a suitable candidate.
2. Such a pupillage shall aim to provide training of the highest standard as may be achieved for practice at the Bar. This policy is implemented in accordance with:
 - (a) The Consolidated Regulations of the Honourable Societies of Lincolns Inn, Inner Temple, Middle Temple and Grays Inn.
 - (b) The Code of Conduct of the Bar Council of England and Wales.
 - (c) The General Council of the Bar’s Practice Management Standards and Guidelines.
 - (d) The Equality Code for the Bar.
 - (e) The Professional Statement of Barristers provided by Bar Standards Board.
 - (f) The Guide to Good Practice in Pupillage and the Guidelines for Pupil Supervisors.
 - (g) Any other relevant legislation or practice direction.
 - (h) Such other provisions as Chambers may consider conducive to the providing of pupillage of the highest standard.
3. Any offer of a 12 month pupillage shall comprise six months non-practising and six months practising. Entry into the practising phase shall be conditional upon the satisfactory completion of the non-practising six months.
4. Any application to extend the time for completion of the non-practising six months shall be made to the Pupillage Committee and such a decision shall be in the absolute discretion of that Committee, subject to the contents of paragraph 13.

5. A second six month Pupillage may be offered to an appropriate candidate but it is not likely to be offered in addition to the twelve-month Pupillage referred to in paragraph 2(1). Likewise, a third sixth-month pupillage will be considered in appropriate circumstances.
6. Chambers does not have a policy of allowing people to “squat” but pupils who are unsuccessful in obtaining a tenancy will be allowed a reasonable time before being required to leave Chambers. In such situations, Chambers will use its best endeavours to assist them in finding a suitable tenancy elsewhere.

3. Advertisements of Vacancies

1. Chambers will make every effort to publicise vacancies for funded pupillages as widely as possible and, in particular, ensure that all pupillage vacancies are advertised:
 - (a) on Chambers website;
 - (b) on the Pupillage Gateway website with details of such awards or other financial arrangements as are made for pupils;
 - (c) in accordance with the timetable adopted by Pupillage Gateway; and
 - (d) notified to the Bar Council in such a way as to ensure that the information is at all times kept up to date.
2. Advertisements shall state a closing date by which time applications must be received, or will refer to Chambers’ website where full particulars will be provided.
3. All notices of vacancies will state any minimum education standards, or other qualifications, required for the particular vacancy.

4. Selection Procedure

1. Chambers has a Pupillage Committee consisting of:
 - (a) An elected Chairperson.
 - (b) Such other members as Chambers may appoint having regard to the need for a balanced committee in terms of gender, seniority, age, social and ethnic backgrounds.
 - (c) A minimum of three people, including the Chairperson.

2. It is the responsibility of the Committee to consider all applications and select such number of candidates for interview as it thinks appropriate.
3. In order to select suitable candidates for interview:
 - (a) all members of the Committee shall consider the applications received by the advertised deadline; thereafter
 - (b) convene a meeting to agree which candidates shall progress to a first interview.
4. The minimum requirement for consideration for Pupillage shall be a 2:1 degree, unless there are exceptional circumstances. Applications are also judged by the set objective criteria, attached hereto in Appendix One.
5. Chambers is committed to ensuring that the opportunity to undertake pupillage is open to all with merit and ability, regardless of race, ethnic or national origin, gender, sexual orientation, marital status, civil partnership, age, religion, belief, political persuasion or disability. Chambers will make reasonable adjustments to the application process for disabled applicants.
6. Applicants chosen for interview will be provided, on request, with a copy of this policy document and will also be entitled, on request, to have sight of the relevant provisions contained in the documents referred to in paragraph 2.
7. Chambers reserves the right to select as many, or none, of the applicants for interview, as it considers appropriate.
8. Records of all applicants and documentation relating to selection decisions shall be kept for a period of at least three years. Such records will indicate the manner in which applications were disposed of and, where known, the ethnic origin or sex of each applicant.

5. Interviews

- 1) Interviews will be conducted by the Committee in accordance with the provisions stated in this policy document.

- 2) Where possible, interviews shall always be conducted in person in Chambers. Where this is not possible, the Committee reserves the right to hold interviews via video conferencing or other remote means.
- 3) Chambers shall select successful pupils following at least two rounds of interviews.
- 4) Should a candidate be known in an ongoing and/or significant personal and/or professional capacity to any member of the Committee or interview panel, the candidate will not be assessed / interviewed by that member of the Committee or interview panel.
 - a) This does not include:
 - i) A candidate shadowing a member of the panel on a mini-pupillage
 - ii) Limited professional interactions (ie one off instruction or assistance)
 - iii) Limited interactions at networking events etc
 - b) This is likely to include:
 - i) A candidate being mentored by a member of the panel whether informally or through an organised arrangement
 - ii) A candidate regularly instructing or assisting a member of the panel in their professional capacity
 - c) It is the responsibility of the panel members to raise any knowledge they have of candidates as soon as they become aware
 - i) Any disagreement regarding whether a panel member knows a candidate in an “ongoing and/or significant personal and/or professional capacity” shall be determined by vote by the Committee.
 - ii) The Head of the Committee shall have the deciding vote in the event of a tie
 - iii) Any reasons for a panel member assessing / interviewing or not in the event of a disagreement shall be recorded by the Committee
 - d) If a member of the Committee or interview panel has verifiable information about the candidate that is either likely to be relevant to the candidate’s application or relevant to the candidates obligations under the **BSB Handbook**

- i) That information will be shared with the remainder of the interview panel following the initial sift but prior to the interview
 - ii) That information will be shared with the candidate to allow them to comment upon the information.
- 5) The Committee shall have the power to co-opt other members of Chambers for the purposes of the interview procedure.
- 6) The Committee shall ensure that any applicant for Pupillage shall receive:
 - a) **In the event that the Pupillage Gateway has not been used to advertise a vacancy:** acknowledgement that their application has been received: as soon as possible, but not more than 24 hours, after submission.
 - b) Prompt notification of an unsuccessful application at the following stages:
 - i) Initial sift: not more than 4 weeks after the deadline for applications.
 - ii) First round interview: not more than 7 days after interview.
 - iii) Second round interview: not more than 7 days after first interview.
- 7) Feedback from a candidate's unsuccessful application if the candidate has been successful in reaching an interview stage upon prompt request.
- 8) Candidates will be advised on the structure of the interview on Chambers' website or in advance of an interview, in the event that the structure differs from that which is stated on the website.
- 9) Any application to chambers will be considered by a member of the committee who has consider the Bar Council's Fair Recruitment Guide
- 10) Each member of the committee shall be aware of the contents of this Pupillage Policy. Each recruitment panel will seek to agree a standardised scoring procedure before the start of interviews. It is hoped that this will make the process as fair as possible.

6. *Selection of Candidates for Interview*

- 1) There will be an anonymised & random sample of applications sent out to all members of the Committee, to be marked against the objective criteria.
- 2) A meeting shall be convened by the Committee to discuss the applications and ensure all members of the Committee are using the objective criteria in the same way.
- 3) All applications thereafter shall be divided at random into smaller collectives of even numbers where possible.
- 4) Each collective of applications shall be reviewed by a Panel of at least one member of the Committee, or any other members of Chambers co-opted to assist (the Panel”).
- 5) Each Panel shall review applications for Pupillage submitted to Chambers:
 - a) Having regard to the Bar Council Fair Recruitment Guide;
 - b) in accordance with the objective criteria;
 - c) to progress the strongest candidates to interview.

7. *First round interview*

- 1) The Committee shall convene a meeting to agree the number of candidates selected for First Round Interview which shall be an agreed percentage of the total number of applications received, having regard to:
 - a) The total number of applications received.
 - b) The Committee shall aim, in the first instance, for First Round Interviews to:
 - i) Take place before one panel
 - ii) Take place over 1 day
- 2) Dependent upon the number of candidates selected for first round interview, the candidates shall either:
 - a) Be interviewed by members of the Committee, or any other members of Chambers co-opted to assist (“the Panel”); or
 - b) Be divided at random into smaller groups of even numbers where possible for interview.

- 3) In the event the candidates are divided at random in accordance with paragraph 7.1(b), each group of candidates shall be interviewed by a panel of at least two members of the Committee, or any other members of Chambers co-opted to assist (the Panel”).
- 4) Each Panel will score their candidates against Chambers’ objective criteria, with the aim of progressing at least two for a second round interview. .
- 5) In the event there is any split opinion within a Panel on a candidate, this shall be raised with the Committee for consideration. In the event the Committee cannot reach a unanimous decision, the final decision shall fall to the Chairperson..
- 6) The Chairperson shall notify those successful candidates and arrange second round interviews, and arrange for those unsuccessful candidates to be notified within the deadline as set out at paragraph 5.6(b).
- 7) All interviewees will finance their own attendance for interview. No expenses will be paid.
- 8) First Round Interviews shall generally take place over one day.
- 9) Chambers will use its best endeavors to accommodate requests for interviews to take place at a certain time, but cannot guarantee any request will be accommodated.

8. Second Round Interview

- 1) The Committee shall ensure that those successful candidates are notified with a reasonable period of time to prepare for the second round interview.
- 2) The second round interview shall include a legal exercise relevant to the area of law for the corresponding pupillage being offered; e.g. for a criminal pupillage, the legal exercise could be a bail application.

- 3) This interview panel should comprise all members of the Committee, and/or any co-opted members of chambers if necessary.
- 4) Decisions regarding an applicant's suitability for an offer of Pupillage following interview should be made by the Committee as a whole by majority decision. In the event of an even vote the Chairperson or their nominee will have the casting vote.
- 5) All interviewees will finance their own attendance for interview. No expenses will be paid.
- 6) Second Round Interviews shall generally take place over one day.
- 7) Chambers will use its best endeavors to accommodate requests for interviews to take place at a certain time.
- 8) Requests for alternative dates by candidates shall be considered:
 - a) In wholly exceptional circumstances not known to the Applicant at the time of applying (e.g bereavement, ill health);
 - b) If the dates of unavailability were made clear within the initial application
- 9) Chambers reserves the right:
 - a) To select *none* of the applicants for pupillage if it considers there are no suitable candidates after the final interview.
 - b) To select *more* than the advertised number of pupils should the quality of the candidates at final interview provide such opportunity.

9. Roles and duties of Pupils and Supervisors

- 1) Pupils shall be expected to comply with Part V of the Consolidated Regulations of the Honourable Societies of Lincolns Inn, Inner temple, Middle Temple and Grays Inn and any other provisions relating to the appropriate requirements as to behaviour and education during Pupillage. This shall include satisfactory completion of any courses specified by the Bar Council.
- 2) Pupils will be expected to enter into a pupillage contract with Chambers. An example of the contract is attached hereto at Appendix 2.

- 3) Unreasonable refusal to enter into such contract will result in the offer of pupillage being withdrawn.
- 4) Under the Working Time Regulations, pupils are entitled to two weeks holiday in each six months as of right. Such holiday will be equally divided between the non-practising and practising six months. In addition pupils are entitled to take the usual public holidays in England and Wales. The full week shall include bank holidays in the period between Christmas and New Year. The Supervisor and Chairperson shall be notified of any period of holiday as soon as practicable and where possible one month in advance.
- 5) Any Pupil who wishes to take additional holiday should notify their Supervisor(s) of any such request at least one month in advance. Any such request shall be within the Supervisor's discretion, subject to the contents of paragraph 13.
- 6) Any additional holiday allowed pursuant to paragraph 9.5 will be required to be made up at the end of the pupillage period, and will necessitate (pursuant to Bar Standards Board Regulations) prior approval from the Bar Standards Board to extend pupillage for that period.
- 7) Pupils shall not use or disclose to any person either during or at any time after their pupillage any confidential information about the business or affairs of Chambers, or about any other matters which may come to their knowledge in the course of their pupillage.
- 8) This restriction does not apply to use or disclosure that has been authorised by Chambers or is required by law.
- 9) Supervisors will be approved and registered and will provide the appropriate training in accordance with the provisions of Annex A of the Code of Conduct of the Bar of England and Wales and any other relevant provisions mentioned herein.
- 10) If a Supervisor is a specialist in a particular field, they will ensure that the Pupil receives appropriate training in other fields by arranging for them to spend time with other members of Chambers who specialise in other such fields. The original Supervisor shall maintain overall responsibility for the Pupil and will conduct the bulk of the Pupil's training.

11) Supervisors shall, *inter alia*:

- a) ensure that, if they are away from Chambers for any reason, arrangements are made with other members of Chambers for the supervision of the Pupil;
- b) hold reviews of progress with the Pupil;
- c) co-ordinate, where appropriate, what work is carried out by their Pupil for other members of Chambers;
- d) ensure that the Pupil is exposed to and adequately instructed in the conduct of all matters and procedures as required;
- e) allow the Pupil to read their papers (except where confidentiality issues arise), pleadings and documents and be prepared to discuss them;
- f) arrange for Pupils to have contact with and do work for other members of Chambers if/when appropriate;
- g) ensure that the Pupil can observe them and other members of Chambers in Court, remotely or in person;
- h) guide the Pupil in respect of the Code of Conduct and etiquette at the Bar, including dress code;
- i) answer questions and give guidance to Pupils when appropriate;
- j) endeavour to restrict the performance of administrative duties by the pupil to a reasonable minimum;
- k) be a primary port of call for the Pupil's grievances;
- l) provide constructive feedback on written and other work completed by the Pupil on an *ad hoc* basis;
- m) formally appraise the pupil at the end of six months of pupillage and meet with the pupil to discuss successes and opportunity areas.

12) When a pupil is undertaking work on their own account, the Supervisor will (so far as reasonably practicable):

- a) supervise and help the pupil in matters in which they have been instructed/briefed;
- b) advise the pupil on practical matters such as VAT and Data Protection registration, working with the clerks, fee collection, Chambers' expenses, devilling, client care procedures and continuing expectations of their Supervisor's work.

13) At the end of pupillage, the Supervisor will (so far as reasonably practicable):

- a) advise on the tenancy prospects at Chambers;
- b) where appropriate, offer career guidance;
- c) sign the requisite Certificates at the end of the period of pupillage (assuming that it is proper so to do).

14) At the commencement of Pupillage each Pupil shall be assigned a member of the Committee to act as a mentor. Every pupil's progress shall be reviewed and feedback provided:

- a) at an initial meeting between the Pupil, the Supervisor and the mentor (if appropriate), such meetings to be held within the first month of pupillage, and to be organised at least one week in advance;
- b) thereafter at regular meetings between the Pupil, the Supervisor and the mentor (if appropriate), at monthly intervals, and to be organised at least one week in advance;

10. Distribution of Work Among Pupils

- 1) The clerks in Chambers will try to promote a working pupil by providing them with briefs commensurate with their capabilities and experience. The Supervisor will advise the clerks on this issue if required.
- 2) If a brief is delivered in the name of the pupil, it is expected they shall undertake the same unless it is considered to be beyond their capability. In the event of their being more than one working pupil in Chambers at any one time, available non-allocated work will be distributed as fairly as possible between those pupils.
- 3) The clerks will take into account the worth, frequency and nature of the individual briefs, and distribute available work accordingly. Seniority may be taken into account particularly if all other factors are equal.
- 4) Distribution of work among pupils will not breach the provisions of Annex A of the Code of Conduct of the Bar of England and Wales or the Equality Code for the Bar.

11. Remuneration

- 1) In accordance with the Bar Council Guidelines Chambers will fund each 12 month pupillage commencing September 2024 shall be £40,000.00

- 2) Pupillage commencing from Autumn 2024 shall be funded as follows:
- a) during the non-practising six-months Chambers will pay, at the end of each month:
 - i) £15,000.00 in six monthly instalments from the month in which pupillages commences;
 - ii) plus such further sum as is necessary to reimburse expenses reasonably incurred on:
 - (1) travel for the purposes of pupillage;
 - (a) Pupils will not be reimbursed for expenses relating to travel to Teesside
 - (b) Mileage shall be paid at 45p per mile and shall be reimbursed from either chambers or the pupil's home address to the destination, whichever is closer.
 - (2) attendance at compulsory and recommended courses where attendance is required may be as part of pupillage except for any costs and fees associated with re-sitting any examination .
 - b) during the practising six-months Chambers will pay, at the end of each month:
 - i) £25,000.00 will be paid in six monthly instalments commencing in the seventh month of pupillage;
 - ii) plus such further sum as is necessary to reimburse expenses reasonably incurred on:
 - (1) travel for the purposes of pupillage;
 - (a) Pupils will not be reimbursed for expenses relating to travel to Teesside
 - (b) Mileage shall be paid at 45p per mile and shall be reimbursed from either chambers or the pupils home address to the destination, whichever is closer.
 - (2) attendance at compulsory and recommended courses where attendance is required as part of pupillage except for any costs and fees associated with re-sitting any examination;
 - (3) less any amount which the pupil receives during that month from practice as a barrister;
 - (4) less any amount the pupil has received during the preceding months of the practising period, save to the extent that the amount paid to the pupil in respect of any such month was less than the total sums provided for above - pupils shall not be left in a position where their income would be less than £4167.00 + reasonable expenses in any one month during the practicing six-months
- 3) The Chairperson shall be responsible for ensuring that the pupil receives the appropriate payment each month.

- 4) Invoices or receipts in relation to expenses should be submitted to the clerks, copying in the pupil supervisor. These can be submitted on a weekly or monthly basis.
- 5) Pupils are not required to contribute to Chambers' expenses during a pupillage.
- 6) If a pupil experiences severe financial hardship they may apply for an advance to the Treasurer, details of which can be obtained from their Supervisor or the Chairperson.

12. Tenancy Selection

- 1) A pupillage is not to be regarded as indicating the availability of a tenancy at the end thereof. Chambers will select tenants according to the needs of Chambers from time to time.
- 2) If pupils wish to be considered for tenancy an application for tenancy should be submitted in writing to the Head of Chambers. Such applications will be considered in accordance with the Equality Code for the Bar and all other provisions ensuring fairness in the selection process.
- 3) Subject to an application for tenancy being received, Chambers will endeavour to inform a pupil if they are to be offered a tenancy or otherwise two months before the end of pupillage, or as soon thereafter as possible. Tenants are selected at a Chambers' meeting in accordance with the provisions of Chambers' Articles of Association.

13. Complaints and Grievance Procedure

- 1) If a pupil has a complaint they should first make that complaint to their Supervisor who will investigate the same and use their best endeavours to remedy any problem justifiably identified. Such a complaint can be made orally or in writing but the Supervisor will make a written record of the precise details of the complaint.
- 2) In the event of a pupil not being satisfied with the manner in which their Supervisor deals with any complaint, or the complaint concerns the Supervisor in question, they may refer the complaint to:
 - a) a member of the Committee;
 - b) a member of the Equality and Diversity Committee; or

- c) the Head of Chambers.
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- 3) Such a complaint can be made orally or in writing. Irrespective of the form in which it is received an electronic record of the complaint will be logged, the matter investigated and, where possible, dealt with to the satisfaction of the pupil. The Head of Chambers may refer the matter for decision by the Management Committee or by a full Chambers' meeting, if they consider it appropriate.
 - 4) The results of any investigation should be notified to the pupil concerned in writing.
 - 5) In the event of the pupil not being satisfied with the way in which a complaint is dealt with, the pupil may refer the complaint to:
 - a) The appropriate person or committee, identified in the Equality and Diversity policy.
 - b) The Leader of the North-Eastern Circuit, Professional Conduct and Complaints Committee of the Bar Council or such other person or body as they think fit.

14. Miscellaneous

- 1) Chambers constantly reviews all matters and procedures which might result in the improvement of the service it provides and, accordingly, the contents of this document may be subject to amendment and updating. Any interested parties will be given notice of any such change.
- 2) Any enquiries relating to the contents of this document, or request for further copies, should be addressed to the Chairperson of the Pupillage Committee or their nominee.

Appendix One to the Pupillage Policy

OBJECTIVE CRITERIA

In accordance with Bar Council fair recruitment resources, we will be assessing candidates against a number of objective selection criteria. These will be:

- a. Academic Achievement
- b. Commitment to a career at the bar
- c. Interest in chosen area of practice
- d. Commitment to practice in Middlesbrough
- e. Advocacy Skills
- f. Effective communication

We will be marking against the selection criteria on a sliding scale of “not met”, “met” & “exceeds”

We will attribute a score to each of these

- a. not met = 0
- b. met =3
- c. exceeds =5

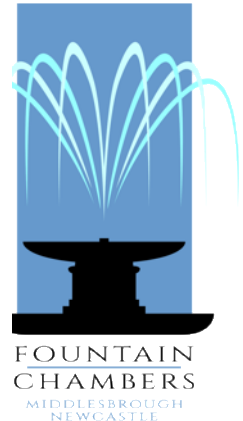
Example Pupillage Contract

Pupil

Pupil's address:

Pupil's Email:

Date



Written Pupillage Agreement

We are delighted that you have accepted our offer of pupillage at Fountain Chambers (“Chambers”).

Chambers is an Authorised Education and Training Organisation authorised by the Bar Standards Board (the “BSB”) to provide pupillage training.

With effect from 1st May 2020 it is a mandatory requirement of the BSB that a written pupillage agreement should be signed by Chambers and pupils upon commencement of pupillage. This is that agreement.

This agreement contains the key terms of your pupillage that are required by the BSB to be included in the agreement, including the duties of Chambers 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 (7th December 2018: 26 pages)
- The Professional Statement for Barristers (September 2016: 36 pages); and
- The Pupillage Funding Rules (BSB Handbook Rules C113-C118).

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.

A list of the written policies which Chambers is required by the BSB to provide to pupils upon commencement of pupillage is set out in Appendix 1 to this agreement. Copies will be provided to you upon the commencement of your pupillage. Some are accessible electronically on the website. In particular, Chambers' Pupillage Policy provides further detail of some of the matters addressed in this agreement as well as other practical information relevant to the operation of Chambers and your pupillage. We encourage you to read it.

Your training programme is set out at Appendix 2 to this agreement.

As Chambers is not a legal entity this pupillage agreement will be entered in to by the Head of Chambers on behalf of Chambers. All subsequent references in this agreement to "Chambers" shall be deemed to include a reference to the Head of Chambers.

Chambers offers a pupillage at the self-employed Bar. This agreement does not create an employment relationship between the pupil and Chambers and is not a contract for services or of an apprenticeship.

1. CONDITIONS PRECEDENT TO THE COMMENCEMENT OF PUPILLAGE

1.1 The BSB requires Chambers to obtain documentary evidence from you of the satisfactory achievement of the academic and vocational stages of your training and certain other matters prior to the commencement of pupillage. Accordingly, the commencement of your pupillage is subject to you providing Chambers with the following before the first day of your pupillage.

1.1.1 the official certificates / transcripts of the university examinations referred to in your pupillage application form;

1.1.2 the official transcript of any examination taken or notified between the acceptance of pupillage and its commencement;

1.1.3 clear documentary evidence of your satisfactory completion of the vocational component of Bar Training (alternatively, where relevant, that you have passed the Bar Transfer Test);

1.1.4 clear documentary evidence that:

1.1.4.1 you are a member of an Inn

1.1.4.2 you have registered your pupillage with the BSB; and

1.1.4.3 your nationality or immigration status allows you to undertake the pupillage.

1.2 If prior to the anticipated commencement date of your pupillage you fail to pass the vocational component of Bar training (or, where applicable, you fail to pass the Bar Transfer Test) your offer of pupillage will be automatically withdrawn.

1.3 If prior to the anticipated commencement date of your pupillage you fail to achieve at least an overall grade of competent on the vocational component of Bar training, Chambers is entitled in its sole and absolute discretion to withdraw the offer of pupillage. This right is likely to be exercised by Chambers unless there are extenuating circumstances.

2. COMMENCEMENT AND TERM

2.1 Subject to clauses 1 and 11:

2.1.1 you will commence your pupillage on **date**.

2.1.2 your pupillage will be for a total of 12 months consisting of a first six month non-practising period and a second six month practicing period, *and*

2.1.3 your pupillage will therefore continue until when it will end on **date** without the need for further notice.

3. SUPERVISION AND TRAINING

3.1 Your pupillage supervisor who will supervise you during your pupillage is **name**

3.2 The Chair of Pupillage is James White, whose contact details are James.White@fountainchambers.co.uk.

3.3 Sometimes it is necessary to vary the supervision arrangements during the pupillage, including to take account of a supervisor's changing commitments or the type of training they are able to offer you during the year. Accordingly, Chambers may vary the details set out in this clause at any time and will notify you of any changes. Both you and Chambers are required to ensure that the BSB is promptly notified of such changes.

- 3.4 The BSB requires that pupils are assessed during pupillage against the competences in the BSB's Professional Statement (Bar Qualification Manual Part 2 C5). Accordingly:
- 3.4.1 At the end of your pupillage, subject to satisfactory completion of a final assessment against the competences in the BSB's Professional Statement, your pupil supervisor will give the required notification to the BSB.
- 3.4.2 In the event that you do not pass an assessment against the competences of the BSB's Professional Statement at the end of the non-practising period Chambers will have the right to terminate your pupillage. This right is likely to be exercised by Chambers unless there are extenuating circumstances. Chambers may also consider extending the non-practising six month period. Such a decision shall be made by your Pupil Supervisor in the first instance and if you are not satisfied with the decision then an appeal shall lie to the Head of Chambers (who may both discuss the matter with other members of Chambers).
- 3.4.3 In the event that you do not pass a final assessment against the competences of the BSB's Professional Statement at the end of the practicing period your pupillage will end on the date set out in clause 1 and your pupil supervisor will be unable to notify the BSB that you have demonstrated the required competences. In the event Chambers considers that your failure to demonstrate the required competence is the result of absence from training due to sickness or other extenuating circumstances, Chambers may in its absolute discretion consider whether an extension or deferral of pupillage might be appropriate to enable you to complete your training (with the duration of any permitted extension reflect the period necessary to demonstrate competence rather than the period of absence).
- 3.5 A written description of Chambers' Training Programme which is designed to enable you to meet the competences in the BSB's Professional Statement is reproduced at Appendix 2 to this agreement.
- 3.6 If you cease to be a pupil in Chambers for whatever reason, Chambers will provide you, on request, with copies of your training records that apply to the period of pupillage completed in Chambers which record the extent to which you have demonstrated the achievement of the competences set out in the BSB's Professional Statement during your period of training in Chambers.

4. EXPECTED TIME COMMITMENT

- 4.1 Chambers' core business hours are 8.45am to 5.15pm Monday to Friday (inclusive). There are no fixed training hours, but to get the most out of your pupillage you are expected to be available for education and training for a minimum of 40 hours each week.
- 4.2 We expect that you will spend at least eight hours a day undertaking education and training, a majority of which will be during Chambers' core business hours, save for periods when you are unable to work due to illness, injury or holiday.
- 4.3 You may on occasion be invited to attend evening or weekend events relevant to your education and training at your option.

5. WHAT YOU CAN EXPECT FROM CHAMBERS

- 5.1 Chambers will conduct your pupillage in a manner which is fair and equitable, including the fair distribution of training opportunities to each pupil. Chambers' policy on work distribution is set out in the Chambers' Pupillage Policy.
- 5.2 Chambers will ensure that your pupil supervisor has been appropriately trained in accordance with the BSB's requirements and will be registered as a pupil supervisor with the BSB.
- 5.3 Chambers will ensure that you are covered by the insurance of your pupil supervisor for any legal services supplied to the public in the practicing period of your pupillage.
- 5.4 Chambers will ensure that you are promptly provided with any necessary assistance you may need from Chambers or your pupil supervisor to comply with your own regulatory obligations relating to your pupillage, including registering your pupillage with the BSB, applying for any necessary waivers, and obtaining the provisional practicing certificate necessary for you to practice during your second practicing six months of pupillage.
- 5.5 Chambers will promptly notify the BSB during your pupillage of any material changes to the pupillage, including any change in the date of commencement or expected

completion of your pupillage and changes of pupil supervisors. You personally are also required by the BSB to see that the BSB is promptly notified of such changes.

5.6 Chambers will provide or make available to you copies of the written policies set out in Appendix 1 to this agreement.

6. WHAT IS EXPECTED OF YOU

6.1 You are expected to comply with Chambers' policies and procedures applicable to pupils, including those listed at Appendix 1 to this agreement.

6.2 In accordance with your regulatory obligations, you must ensure that:

6.2.1 prior to the start of your pupillage you provide Chambers with clear documentary evidence of the matters set out at paragraph 1:1 above;

6.2.2 you keep adequate training records throughout your pupillage, in particular to assist your pupil supervisor with your final assessment against the competences in the BSB's Professional Statement;

6.2.3 you comply in full with your professional and regulatory obligations, including those set out in the BSB Handbook;

6.2.4 at all material times throughout your pupillage you have been granted and maintain any necessary waivers by the BSB and that any material changes to pupillage are notified to the BSB promptly (material changes include changes of pupil supervisor, and changes in the date of commencement or date of expected completion of your pupillage);

6.2.5 you do not provide legal services as a barrister during the non-practising period of your pupillage. The exception is doing a noting brief (taking notes during a trial) which you are permitted to do with the permission of your pupil supervisor or the Head of Chambers;

6.2.6 prior to starting the practicing period of your pupillage, you have;

6.2.6.1 registered with the Information Commissioners' Office;

6.2.6.2 been called to the Bar, and

6.2.6.3 obtained a provisional practising certificate from the BSB.

- 6.3 You warrant that your nationality or immigration status allows you to undertake the pupillage and you undertake to immediately notify Chambers if at any time you cease to be eligible to undertake the pupillage.
- 6.4 If you are unable to attend Chambers / court due to illness in your first six months, you will be required to inform your pupil supervisor prior to 8.45a.m. on the day you are unable to attend. If you are not able to contact your supervisor then you should contact who-ever your pupil supervisor has delegated or, if they are not available, then the Chair of the Pupillage Committee.
- 6.5 If you are unable to attend Chambers / court due to illness in your second six months, you will be required to inform your pupil supervisor prior to 8.45am on the day you are unable to attend, as well as a clerk dealing with your diary. If you are not able to contact your supervisor then you should contact who-ever your pupil supervisor has delegated or, if they are not available, then the Chair of the Pupillage Committee.

7. PUPILLAGE AWARD

- 7.1 Subject to you commencing your pupillage and the other terms of this agreement Chambers will pay you a pupillage award of £40,000.00(the “Award”).
- 7.2 The Award includes £25,000.00of guaranteed earnings during the second six months of your pupillage.
- 7.3 The Award will be paid as follows:
- 7.3.1 £15,000.00 will be paid in six monthly instalments from **date to date**.
- 7.3.2 £25,000.00 will be paid in six monthly instalments from **date to date** (subject to paragraph 8 below).
- 7.4 The instalments of the Award will normally be made by standing order direct into your bank or building society on or around the last working day of each month, in arrears.
- 7.5 Chambers’ current policy for work done for Chambers or members of Chambers during pupillage is that Chambers will pay you for anything which, because of its value, warrants payment in addition to your pupillage Award.

- 7.6 The person responsible for administering Award payments is James White
- 7.7 The Award will be reduced *pro rata* in the event that you do not complete the full 12 months pupillage for whatever reason and no further monthly payments will be made.

8. EARNINGS DURING YOUR PRACTISING PERIOD

- 8.1 Any earnings which you receive for paid work undertaken for clients for whom you are instructed to act during your second practising six months of pupillage count towards the guaranteed earnings element of your award.
- 8.2 Any earnings in respect of work done during your second six months of pupillage will be exempt from Chambers' expenses regardless of when they are received.

9. EXPENSES

- 9.1 Chambers' policy on reimbursing expenses for travel and the costs of compulsory courses and examination required by the BSB during the pupillage year is set out in the Chambers' Pupillage Policy. Such expenses can be submitted weekly.

10. TAX AND STATUS

- 10.1 Your pupillage is at the self-employed Bar. Neither the pupillage nor anything in this agreement shall render you an employee, worker, apprentice, agent or partner of Chambers or any member or tenant of Chambers.
- 10.2 You will be personally responsible for any income tax, National Insurance contributions (or equivalent) and VAT (where applicable) in respect of any payments paid to you under or in connection with this agreement or your pupillage. Chambers will not pay or administer tax, or National Insurance payments on your behalf.

11. WITHDRAWAL OF AND TERMINATION OF PUPILLAGE

- 11.1 You may withdraw from pupillage prior to its commencement or bring the pupillage to an early termination during your pupillage year on giving not less than 1 month's written notice to Chambers.

- 11.2 Chambers is entitled to withdraw the pupillage prior to its commencement and to terminate the pupillage during your pupillage year with immediate effect if:
- 11.2.1 you commit a serious breach of the **BSB Handbook**;
 - 11.2.2 you are guilty of a serious or persistent breach of Chambers' policies, procedures or codes of conduct applicable to you;
 - 11.2.3 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);
 - 11.2.4 you fail to meet the minimum attendance or other regulatory requirements of the **BSB** for commencing or completing the non-practising or practicing periods of your pupillage training;
 - 11.2.5 during the practicing period of your pupillage you cease to hold a valid practicing certificate;
 - 11.2.6 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;
 - 11.2.7 your immigration status means you cease to be eligible to undertake or complete the pupillage.
- 11.3 Chambers may also withdraw or terminate your pupillage in the event that it ceases to be authorised by the **BSB** as an Authorised Education and Training Organisation or there is another regulatory, financial or practical impediment to Chambers continuing to provide your pupillage training.
- 11.4 If, during your pupillage, Chambers ceases to be able or authorised to take pupils, Chambers will promptly notify the **BSB**. In that event, Chambers will use its best endeavours to assist you to identify another set of chambers where you can complete your training (Authorisation Framework and Bar Qualification Manual Part 2 C3). In this event, the members of Chambers responsible for assisting you are your pupil supervisor and the Head of Chambers.
- 11.5 At any time on the request of Chambers and in any event on the termination of your pupillage howsoever arising, you shall return any property belonging to Chambers or any

member or tenant of Chambers to Chambers or such member or tenant of Chambers (as appropriate).

12. TENANCY

12.1 There is no guarantee of a tenancy in Chambers at the end of your pupillage. All pupils will be considered on their merits for any tenancy.

13. DATA PROTECTION

13.1 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.

13.2 You must comply with the data protection policy of Chambers and any tenant or 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.

13.3 You agree to enter into any data processing agreement that Chambers or any tenant or member of Chambers may reasonably require from time to time during your pupillage.

14. MISCELLANEOUS

1. This agreement supersedes any previous agreements between you and Chambers and sets out the entire agreement and understanding between you and Chambers in connection with the pupillage. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

2. Any variation of the terms of this agreement must be made in writing and signed by you and Chambers.

3. The termination of this agreement shall not affect any rights accrued as at the date of termination.

15. ARBITRATION

15.1 If any dispute shall arise out of or in relation to this agreement or as to the validity, construction, effect, operation or termination of this agreement, to the extent permitted by law the dispute shall be referred and finally determined by arbitration under the provisions of the Arbitration Act 1996 by a single arbitrator appointed by the parties or, failing agreement within 14 days of notice by the party requesting the appointment of an arbitrator, by the President for the time being of the Chartered Institute of Arbitrators. The decision of such arbitrator shall be final and binding.

15.2 The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties to such arbitration unless otherwise required by law or directed by the arbitrator in his award. Each party to the claim or dispute shall pay its own legal fees unless the arbitrator otherwise determines.

16. GOVERNING LAW

16.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

16.2. Save as provided in clause 15.1 each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Please confirm your agreement to these terms by signing and returning this agreement to **James White** by email within the next 14 days.

On behalf of Fountain Chambers, I confirm my agreement to the terms set out above.

Signed:
Name: Collette Price
Position: Head of Chambers
Date:

I confirm my agreement to the terms set out above.

Signed:

Name:

Date:

Appendix 1 to the Pupillage Agreement
Policies to be provided upon commencement of pupillage

- 1) Pupillage Policy
- 2) Absence from training policy
- 3) Complaints Policy
- 4) Grievance Policy
- 5) Equality & Diversity Policy
- 6) Harassment & Bullying Policy
- 7) Disciplinary Policy
- 8) Recruitment Policy

Appendix 2 to the Pupillage Agreement

Fountain Chambers' Training Programme

1. Supervisors will be approved and registered and will provide the appropriate training in accordance with the provisions of Annex A of the Code of Conduct at the Bar of England and Wales and any other relevant provisions mentioned herein.
2. They shall maintain overall responsibility for the Pupil and will conduct the bulk of the Pupil's training.

Supervision arrangements

3. *In the first six months of pupillage:* ensure that the Pupil can observe them and other members of Chambers in court, remotely or in person; arrange for Pupils to have contact with and do work for other members of Chambers if/when appropriate; allow the Pupil to read their papers (except where confidentiality issues arise), pleadings and documents and be prepared to discuss them; co-ordinate, where appropriate, what work is carried out by their Pupil for other members of Chambers; ensure that the Pupil is exposed to and adequately instructed in the conduct of all matters and procedures as required.
4. *In the second six months of pupillage:* formally appraise the pupil at the end of six months of pupillage and meet with the pupil to discuss successes and opportunity areas.
5. *Generally:* guide the Pupil in respect of the Code of Conduct and etiquette at the Bar, including dress code; answer questions and give guidance to Pupils when appropriate; endeavour to restrict the performance of administrative duties by the pupil to a reasonable minimum; be a primary port of call for the Pupil's grievances; provide constructive feedback on written and other work completed by the Pupil on an *ad hoc* basis; hold reviews of progress with the Pupil.
6. When a pupil is undertaking work on their own account, the Supervisor will (so far as reasonably practicable):
 - (a) supervise and help the pupil in matters in which they have been instructed/briefed;

- (b) advise the pupil on practical matters such as VAT and Data Protection registration, working with the clerks, fee collection, Chambers' expenses, devilling, client care procedures and continuing expectations of their Supervisor's work.
- 7. Assessment of competencies as set out in the **BSB Professional Statement: Supervisors** shall implore a range of methods they deem appropriate to ensure they are satisfied that their respective pupil can demonstrate the the Professional Statement Competences which are broadly summarised as:
 - (i) Barristers' distinctive characteristics;
 - (ii) Barristers' distinctive characteristics;
 - (iii) Personal values and standards;
 - (iv) Working with others; and
 - (v) Management of practice.
- 8. Pupils will sit in on conferences and negotiations and will develop their skills in this regard, largely through observation and discussion with the pupil supervisor. They will also develop writing and drafting skills through feedback on a written example of work.
- 9. At the commencement of Pupillage each Pupil shall be assigned a member of the Committee to act as a mentor. Every pupil's progress shall be reviewed and feedback provided on a 6-weekly basis at a meeting which shall include the Pupil, the Supervisor, the mentor (where appropriate) and a member of the Equality and Diversity Committee.
- 10. At the end of pupillage, the Supervisor will (so far as reasonably practicable):
 - (a) advise on the tenancy prospects at Chambers;
 - (b) where appropriate, offer career guidance;
 - (c) sign the requisite Certificates at the end of the period of pupillage (assuming that it is proper so to do).

Compulsory Courses

11. Pupils who commenced Bar Training from 2020 onwards **or** who completed the Bar Transfer Test (BTT) from August 2021 onwards must take the pupillage stage examination in Professional Ethics from the BSB. Pupils who are transferring qualified Lawyers (TQL) are not required to take the examination only if they have been given a waiver by the Bar Standards Board.
12. If the Pupil has been given a waiver from the Bar Standards Board, confirmation of that waiver must be provided to Chambers in written form.
13. Pupils are required to complete and pass the compulsory examination in Professional Ethics (where they are required to sit the examination, as set out in paragraph 11 and 12). If a pupil does not pass the examination during pupillage, Chambers cannot sign off their pupillage at the conclusion of 12 months.
14. If a pupil does not pass the ethics examination during their 12 month pupillage period, a meeting will be held between the pupillage committee, Head of Chambers and Head of the relevant team. The meeting will determine whether the pupillage will be extended to allow a further opportunity to sit the examination. The meeting will consider the pupils work throughout pupillage as a whole and determine whether it is suitable to extend the pupillage.
15. If a pupil fails the Professional Ethics examination and if a decision is taken not to extend the pupillage period, it is within Chambers' discretion to conclude pupillage without the pupil being signed off. In these circumstances the pupil will not have satisfactorily completed pupillage and will not meet the criteria for tenancy.
16. Pupils are solely responsible for meeting the cost of the Professional Ethics examination if such a fee is charged for their re-sit.
17. All Pupils must ensure they complete the New Practitioner Course (NPP) within 3 years of commencing Pupillage, to be arranged through the Inns of Court unless an extension is agreed by the Bar Standards Board . If the course is not completed they must bring this to the attention of the Head of Chambers.

18. Pupils are required to attend and pass the compulsory Pupils Advocacy Course administered by the Inns of Court during the non-practising period of pupillage ('first six'). Supervisors will ensure that Pupils are given sufficient time to be fully prepared for this course. The Advocacy Course must be satisfactorily completed in the non-practising period of pupillage. If the course is not satisfactorily completed, the non-practising period of pupillage can be extended.
19. In the event that a pupil fails to satisfactorily complete the Advocacy Training Course at the first or second attempt, a Stage 3 procedure will be invoked at the request of an Inn or Circuit. This is administered on behalf of the BSB by the Inns of Court College of Advocacy (ICCA). Details of that procedure can be found on the ICCA website.
20. In the event that a pupil is unable to commence and/or is absent from training for an extended period of time by reason of sickness or any other reason, or the training is otherwise disrupted for some unforeseen reason (including the prolonged absence of a pupil supervisor from Chambers and/or the lack of sufficiently qualified pupil supervisors in Chambers), such that (a) Chambers cannot reasonably and fairly make a tenancy decision in respect of that pupil pursuant to the usual timetable set out below and/or (b) there is a risk that one or more of the competences in the Professional Statement will not be met by the scheduled conclusion of pupillage, the Committee shall as soon as is reasonably practicable and in its absolute discretion consider whether to:
 - (a) Defer the pupillage; and / or
 - (b) Defer the making of the tenancy decision; and/or
 - (c) Extend the period of pupillage; and/or
 - (d) Take such other steps as the Committee shall consider necessary so as to enable the pupil fairly to complete their training (with the duration of any permitted deferral or extension reflecting the period necessary to enable the pupil to demonstrate competence rather than the period of absence).
21. In determining whether to take any of the steps identified in paragraph 15 above and, if so, which ones, the Committee shall be entitled (but not obliged) to consult with the Supervisor of the pupil in question and with the pupil.

22. In the event that pupillage is extended pursuant to paragraph 6.3 above, the Committee shall also consider in its absolute discretion whether or not the Award should be increased so as to cover the period of the extension.