

**Written Pupillage Agreement**

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We are delighted that you have accepted our offer of pupillage at Devon 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 1 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 (7 December 2018, 26 pages);
* The Bar Qualification Manual: <https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual.html>;
* 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 are accessible electronically on Devon Chambers’ website and the Pupillage Policy has been sent to you by email. 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 apprenticeship.

1. **CONDITIONS PRECEDENT TO THE COMMENCEMENT OF PUPILLAGE**
   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. the official certificates/transcripts of the university examinations referred to in your pupillage application form;
      2. the official transcript of any examination taken or notified between the acceptance of pupillage and its commencement;
      3. clear documentary evidence of your satisfactory completion of the vocational component of Bar Training[[1]](#footnote-1) (alternatively, where relevant, that you have passed the Bar Transfer Test);
      4. clear documentary evidence that:
         1. you are a member of an Inn;
         2. you have registered your pupillage with the BSB; and
         3. your nationality or immigration status allows you to undertake the pupillage. ­
   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.
2. **COMMENCEMENT AND TERM**
   1. Subject to clauses 1 and 11:
      1. you will commence your pupillage on [date];
      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 practising period;and
      3. your pupillage will therefore continue until [date] when it will end without the need for further notice.
3. **SUPERVISION AND TRAINING**
   1. Your pupil supervisor who will supervise you upon the commencement of your pupillage for the 12 month period will be [name] whose contact details are [insert email address and phone number].
   2. The pupillage coordinator during your pupillage year will be Amy Edinborough whose contact details are amy.edinborough@devonchambers.co.uk.
   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.
   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:
      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.
      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 the pupillage. This right is likely to be exercised by Chambers unless there are extenuating circumstances.
      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 practising period your pupillage will end on the date set out in clause 2.1.3 and your pupil supervisor will be unable to notify the BSB that you have demonstrated the required competences. In the event that 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 reflecting the period necessary to demonstrate competence rather than the period of absence).
   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.
   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** 
   1. Chambers’ core business hours are 8.30am to 5.30pm 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.
   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 or injury or on vacation.
   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**
   1. Chambers will conduct your pupillage in a manner which is fair and equitable, including the fair distribution of training opportunities to pupils.
   2. Chambers will ensure that your pupil supervisor will have been appropriately trained in accordance with the BSB’s requirements and will be registered as a pupil supervisor with the BSB.
   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 practising period of your pupillage.
   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 practising certificate necessary for you to practise during your second practising six months of pupillage.
   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.
   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**
   1. You are expected to comply with Chambers’ policies and procedures applicable to pupils, including those listed at Appendix 1 to this agreement.
   2. In accordance with your regulatory obligations, you must ensure that:
      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;
      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;
      3. you comply in full with your professional and regulatory obligations, including those set out in the BSB Handbook;
      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);
      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(s) of Chambers;
      6. prior to starting the practising period of your pupillage, you have[[2]](#footnote-2):
         1. registered with the Information Commissioner’s Office;
         2. been called to the Bar; and
         3. obtained a provisional practising certificate from the BSB.
      7. during the practising period of your pupillage, you do not provide legal services as a barrister without the permission of your pupil supervisor or the Head of Chambers.
   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.
7. **Pupillage award**
   1. Subject to you commencing your pupillage and the other terms of this agreement Chambers will pay you a pupillage award of £17,000 (the “**Award**”).
   2. The Award includes £8,500 of guaranteed earnings during the second six months of your pupillage.
   3. The Award will be paid as follows:
      1. £8,500 will be paid in six equal monthly instalments from October 2020 to March 2021 (inclusive); and
      2. £8,500 amount will be paid in six equal monthly instalments from April 2021 to September 2021.
   4. The instalments of the Award will usually be made by standing order direct into your bank or building society account on or around the last working day of each month.
   5. Chambers’ current policy on earnings for work done for Chambers or members of chambers during pupillage is that Chambers or the member of Chambers for whom the work has been undertaken will pay you for anything which because of its value warrants payment in addition to your pupillage Award.
   6. The person responsible for administering Award payments is Rachael Duchnowski, (Senior Clerk) whose contact details are rachael.duchnowski@devonchambers.co.uk.
   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**
   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.
   2. In the event you have not received the minimum amount in any given month, the difference will be awarded to you for that month by Chambers and “clawed back”, if necessary, in the subsequent months.
   3. Devon Chambers will not charge commission on any earnings received by you during the course of you second six months of pupillage until you have received £8,500. Once you have received £8,500 during, Chambers will charge a nominal commission at half of the rate which is charged to tenants of Chambers at that date.
9. **EXPENSES**

Chambers’ policy on reimbursing expenses for travel and the cost of compulsory courses and examinationsrequired by the BSB during the pupillage year is set out in Chambers’ Pupillage Policy at paragraph 6***.***

1. **TAX AND STATUS**
   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.
   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.
2. **WITHDRAWAL OF AND TERMINATION OF PUPILLAGE**
   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 4 weeks’ written notice to Chambers.
   2. Chambers 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:***.***
      1. you commit a serious breach of the BSB Handbook;
      2. you are guilty of a serious or persistent breach of Chambers’ policies, procedures or codes of conduct applicable to you;
      3. you are guilty of persistent breaches of Chambers’ policies and procedures;
      4. 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);
      5. 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;
      6. during the practising period of your pupillage you cease to hold a valid practising certificate;
      7. 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;
      8. your immigration status means you cease to be eligible to undertake or complete the pupillage.
   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.
   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, Pupillage Coordinator and the Head of Chambers.
   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).
3. **TENANCY**

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

1. **DATA PROTECTION**
   1. Chamberswill 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.
   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.
   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.
2. **GOVERNING LAW**
   1. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.
   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 Amy Edinborough.

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

Signed: ………………………………………………………………………….

Name: ………………………………………………………………………….

Position in chambers: …………………………………………………………………………

Date: ………………………………………………………………………….

I confirm my agreement to the terms set out above.

Signed: ………………………………………………………………………….

Name: ………………………………………………………………………….

Date: ………………………………………………………………………….

**Appendix 1**

**Policies**

The Devon Chambers Management Manual includes all of Chambers’ policies, for example:

* 1. Recruitment Policy
  2. Complaints and Grievance Procedure
  3. Absence from Training Policy
  4. Recuitment Policy
  5. Disciplinary Policy
  6. The Equality and Diversity Policy

**Appendix 2**

**Training Programme**

Please see separate document headed Training Programme.

1. Known as the Bar Professional Training Course until September 2020. [↑](#footnote-ref-1)
2. See BSB’s January 2020 Paper, Footnote 6 [↑](#footnote-ref-2)