

## LICENSED ACCESS BY PROFESSIONALS

### Introduction

Andrew Rinker accepts instructions from members of other professions and public bodies for advisory, tribunal and arbitration work, subject to various conditions and restrictions, under the Bar Standard Board's Licensed Access Rules. Acceptance of instructions is subject always to the suitability of the work to the barrister's practice and areas of expertise. The bodies from whom such instructions may be accepted are shown on the Bar Standards Board website under the heading Annex F1 - Licensed Access and Recognition "The First Schedule" and "The Second Schedule". In accepting instructions under the the **Licensed Access Rules**, Mr. Rinker does so under the **Licensed Access Terms of Work**.

## CLIENT STANDARDS OF SERVICE FOR LICENSED CLIENTS

Andrew Rinker is committed to providing our clients with the highest quality of service. He welcomes feedback on the quality of his legal services and his administration in order to monitor our quality standards and make improvements where necessary.

His offices at 33 St. James's Square include facilities for client conferences, video conferencing, a mediation suite, web access and access for disabled clients.

### Basis of instruction for Licensed Clients

#### 1. Fees

At the outset of accepting any instructions, we will agree with the client the basis on which fees will be charged. Our policy is to promote transparency at all times with regard to fee structures and on request we can construct estimates of the overall fees likely to be involved. Fees will typically be structured on the following bases:

- Hourly rate – the hourly rate applicable will be agreed taking into account the nature of the case and its complexity, and the experience of the barrister instructed.
- Brief and Refresher Fees – The brief and refresher fees apply where court work is required and will be agreed taking into account the nature of the case and its complexity, and the experience of the barrister instructed, as well as other parameters such as an estimate of the preparation time required and the number of days in court.

#### 2. Standard Terms of Business for Licensed Clients

Unless otherwise agreed, our standard terms of business are to request payment of counsel's fees by the instructing client within thirty (30) days of receipt of a fee note irrespective of whether they have been put in funds by their own client, in accordance with the Bar Standards Board's "Annex G1 - Services to solicitors, withdrawal of credit". You may view a copy of these terms on the Bar Standards Board's website. If a client anticipates that these terms and conditions will present a problem, he/she should discuss the details with the Andrew Rinker at the earliest opportunity.

### 3. Timescales

We will aim to reach agreement with the client as soon as practicable after receipt of written instructions on the timescale within which Andrew Rinker will undertake the relevant work, having regard to the amount of work required and complexity of the case.

Where, due to unforeseen circumstances, there is likely to be a delay in meeting any such agreed timetable, Andrew Rinker will keep the client fully informed of progress.

### 4. Conflicts of Interest

Andrew Rinker routinely checks for potential conflicts of interest on receipt of every instruction received. Clients are therefore kindly requested to inform us of the names of all parties involved in a potential matter. Where a potential conflict is identified, we will immediately inform the client and agree with them the appropriate action to be taken.

### 5. Complaints

If for any reason a client is unhappy with the service they receive, please contact Andrew Rinker to discuss the matter. If the matter cannot be satisfactorily resolved, you can make a formal complaint to our regulator, The Bar Standards Board, 289-293 High Holborn, London WC1V 7HZ, and with the Legal Ombudsman, by telephone on 0300 555 0333, by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by letter to PO Box 6806, Wolverhampton WV1 9WJ.