



2-3

GRAY'S INN
SQUARE

**PUPILLAGE AT
2-3 GRAY'S INN SQUARE**

POLICIES AND PROCEDURES

Revised 2009

PUPILLAGE IN CHAMBERS - A POLICY STATEMENT

The following statement of principles will apply to the selection of pupils in Chambers and consideration of applications for Tenancy. All pupils will be expected to have read the "Pupillage File" issued annually by the Bar Standards Board which sets out in detail the duties of Pupils and Pupil Supervisors and other matters relevant to Pupil Training.

1. No one will be admitted as a Pupil without being interviewed by a panel formed from members of the Pupillage Committee or such other members of Chambers as may be co-opted with the agreement of the Chairman of the Pupillage Committee. Chambers has an Equality and Diversity Policy which applies to any form of recruitment including pupillages.
2. The offer of funded pupillage will, save for the circumstances described in paragraph 4, only arise as a result of the deliberations of the panel formed to conduct the annual OLPAS-based interviews in the Spring. The level of pupil award for each year will be recommended by the Pupillage Committee and authorised by the Management Board.
3. No pupil shall commence pupillage until he or she has entered into the Pupillage Contract approved by the Management Board
4. Third Six pupillages may be offered in respect of exceptional candidates. Any offer of a Third Six pupillage (which would normally commence in October and run until July in the next year) would normally be unfunded unless the Management Board agrees to additional allocation of funds from the annual budget for this purpose. The Chairman of the Pupillage Committee reviews all applications for Third Six seats and may take soundings as appropriate. The final view on whether to offer any Third Six Pupillages is generally taken at the same time as the decision on whether to offer pupillages under the OLPAS system.
5. If Chambers advertises for Third Six pupils, it shall do so as widely as possible and the Pupillage Selection Process set out in paragraph 1 above will be applied to the selection and interviewing process.
6. If the Management Board, on the recommendation of the Pupillage Committee, agrees to offer an unfunded pupillage, any offer shall be subject to the Management Board authorising an application for waiver from the Bar Council requirements. Further, any such pupil shall be required to enter into the Pupillage Contract with appropriate amendments to reflect the specific arrangements agreed with the Management Board
7. Pupils who wish to be considered for Tenancy of chambers will have their applications considered by the full membership of chambers in Chambers Meeting or as may otherwise be provided by the Chambers Constitution. Applications from a Second or Third Six pupil will be considered initially by the Pupillage Committee, who may decide to recommend to the Management Committee that a Chambers Meeting be convened or ask for their recommendation to be included on the agenda of the next Chambers Meeting.
8. During their pupillage pupils may be asked to undertake work for or to give

assistance to other members of chambers. This is encouraged as it is regarded as beneficial to the pupil in that it enables him or her to experience a wider area of work and at different levels. It also enables more members of chambers to assess the pupil's abilities.

Requests to have work undertaken by a pupil should normally be made to the relevant Pupil Supervisor to secure their prior agreement. Except as set out below, tasking a pupil direct is not permitted. The Clerks Room should not be asked by members to agree to any request for assistance from pupils if the Supervisor is available to give his agreement. If any such request is made to the Clerks it will be passed on to the Supervisor for his agreement.

Pupil Supervisors in considering to such requests will take into account the nature and length of the assistance required and the pupil's work load, availability and the potential benefit of the research to the pupil's training needs.

Members requiring urgent assistance from pupils when it is not possible to obtain the Supervisor's prior agreement, or the agreement of his nominated stand-in, may request the most senior Clerk in the clerk's room at the time whether a pupil is available. If the Clerk, after conferring with a pupil, is satisfied that he or she is available he may ask the pupil to give that assistance.

Members who have had work done by a pupil or have received assistance should complete a pupil feedback form as soon as possible so that the Supervisor is aware of the nature of the assistance given by the pupil.

9. Comments on work done by pupils should be made to the relevant Pupil Supervisor, using the appropriate report form, who will discuss any such comments with the pupil. The pupil should keep a record of any work done for members (other than the Pupil Supervisor), including the date the task was issued and when it was returned. Copies of the report on such work should be forwarded to the Chambers' Director.
10. When preparing their final report Pupil Supervisors should incorporate comments on work done by a pupil for other members, as well as including with the report any particularly good or bad pieces of work which are likely to assist the Chambers Meeting in their deliberations. Pupil Supervisors will be expected to discuss with their pupil any comments on work done and may choose to conduct a formal appraisal process.

A pupil who has a complaint about work done, fairness of procedures or other matters of concern arising from pupilage should initially raise the matter with their Pupil Supervisor or the Chambers' Director. In the event that the complaint involves the Pupil Supervisor or the matter is beyond his/her power to resolve, the problem should be referred to the Pupillage Committee or, where appropriate, pursued within the terms of Chambers' Equality and Diversity or Anti-Harassment policies which contain complaint and grievance procedures.

Pupillage details for 2-3 Gray's Inn Square

Pupillages available annually:

Two pupillages are normally offered for first and second sixes

Third sixes may be offered in exceptional circumstances: on application or in response to advertisement

Content

The 12 month pupillage is normally divided into three periods, each of four months' duration. The pupil shares his or her pupil supervisor's room and works closely with that person. The Bar Council produces checklists which help ensure that a comprehensive training is received. The checklist in any case will depend upon the pupil's preference and the identity of the pupil supervisor. It will be one or more of:

- the common law checklist;
- the planning and local government checklist;
- the administrative law checklist.

We organise advocacy training sessions in which pupils pit their skills against one another or a junior member before a 'Judge'. Several members of chambers are involved in the advocacy training programmes organised by their Inn of Court.

Pupils are likely to be in court on their own account during their second six, although the amount of work will vary. We consider working for FRU and other pro bono schemes to be a rewarding and instructive experience and pupils are encouraged to participate in them.

Chambers is a member of OLPAS and participates in the "Summer" round

If an applicant considers that he/she is exempt from following OLPAS procedures, applications should be made in writing to Clare Parry with a CV and covering letter. The basis upon which exemption is claimed should be set out in the letter and it should be indicated whether the Bar Council has confirmed that status: if necessary Chambers will make its own enquiries.

Main practice areas

Civil Litigation	Compulsory Purchase and Compensation
Employment	Environment
Housing	Immigration and Asylum
Licensing	Local Government
Planning	Property
Public Law and Judicial Review	Regulatory Crime / Crime

PUPILLAGE CONTRACT

THIS CONTRACT is made on

BETWEEN Mark Lowe QC (Head of Chambers) on behalf of the Members 2 – 3
Gray's Inn Square as constituted from time to time (“Chambers”)
and
(name of pupil) (“**you**”)

1. The purpose of this contract is to set out the principal duties and responsibilities of Chambers and you in accordance with the Code of Conduct, Consolidated Regulations and guidance issued from time to time by the Bar Standards Board or the Bar Council.
2. Chambers agrees to provide training to you in accordance with the requirements of the Bar Standards Board or the Bar Council.
3. You agree to be trained by Chambers.
4. Chambers will appoint appropriate pupil supervisors in accordance with the schedule of seats adopted within Chambers, viz three seats of four months duration. Each pupil supervisor will ensure that training is given to you in accordance with the requirements of the Bar Standards Board and the Bar Council.

DATE OF COMMENCEMENT AND FIXED TERM

5. This contract begins on 1st October 200X and continues for twelve months, subject to the provisions for earlier termination.

UNDERTAKINGS OF CHAMBERS

Award

6. Chambers will :
 - a) make an award of twenty five thousand pounds (£25,000) for the full twelve months. This will be payable in ten equal monthly instalments, commencing in October 200X; this amount will be paid monthly on or around the 23rd of the month and is paid gross.
 - b) the award includes reasonable travelling expenses. If you are required to travel on Chambers' business outside of the Greater London area, Chambers will reimburse you for reasonable expenses incurred on such travel provided this is agreed in advance with your pupil supervisor

- c) should your pupillage be terminated for any reason before the end of twelve months you will not be entitled to receive any monthly installments of your award which would fall due for payment after the date of termination
 - d) any fees earned by you in your second six months of pupillage (ie for the period 1 April to 30 September) will be paid to you and Chambers will not expect any contribution from you. Chambers will take all reasonable steps to ensure you are given access to a variety of suitable work during this period.
 - e) Chambers guarantees that in respect of your second six months of pupillage you will receive not less than ten thousand pounds (£10,000) in addition to the balance due of the award. It will pay you any monies necessary to make up this sum after taking into account any fees earned by you as set out in your Work Done Report for the period 1 April and 30 September. The sum due to you, if any, shall be determined and paid as soon as practicably possible after 30 September.
7. Chambers may delegate all or some of its responsibilities under this contract to a member of Chambers including the member of Chambers who is your pupil supervisor. Chambers will inform you of the name or names of those to whom responsibilities have been delegated.
8. Chambers will provide you with an approved Pupillage Checklist at the commencement of your pupillage and:
- a) provide you with the necessary instruction and opportunities to complete Part One during the non-practising period of pupillage;
 - b) provide you with the opportunity to complete the remaining parts including, where appropriate, the opportunities to gain experience of practice;
 - c) provide you with the opportunity to gain experience of both written and oral advocacy.
9. Chambers will:
- a) ensure that adequate arrangements are made for your supervision and guidance ;
 - b) make suitable arrangements to monitor your progress and provide feedback on progress;
 - c) ensure that there is a fair system for the distribution of work amongst pupils;
 - d) ensure that there are adequate arrangements for dealing with grievances and other difficulties in respect of your pupillage and that these are made known to you.
10. Chambers will:
- a) permit you leave to attend compulsory training courses prescribed by the Bar Council;
 - b) at its discretion pay any fees and expenses incurred by you in attending relevant compulsory training courses prescribed by the Bar Council
 - c) permit you to take ten days' leave in each six month period of pupillage, such leave to include public holidays and days when Chambers is closed but be in addition to leave to attend compulsory courses

UNDERTAKINGS BY YOU

11. You will:
- a) carry out faithfully and diligently any task of an educational or training nature or reasonable instructions given by the pupil supervisor or other person to whom responsibility for pupillage matters has been delegated by Chambers.
 - b) treat all information about Chambers and clients of its members and those clients' affairs as wholly confidential;
 - c) keep a proper record of training received and work done;
 - d) comply with the requirements of the Bar Standards Board or Bar Council;
 - e) attend courses and interviews as required by Chambers and the Bar Council
 - f) be available to attend Chambers on a daily basis, except during your leave period(s). Chambers is open from 8.30 – 18.30 on week days

DISPUTES

12. Any dispute about this contract or the conduct of either party in relation to it may be referred to your pupil supervisor or the Chairman of the Pupillage committee or the Chambers' Director who must deal with it within two weeks of referral.
13. Wherever possible the parties to any dispute should seek its resolution through the Chambers' grievance procedures. Copies of this, as varied from time to time, can be found at DocBank. Any such document found there does not form part of this contract.
14. In the event of the matter being outside the scope of the Chambers grievance procedure and/or is not resolved within two weeks of referral, the matter may be referred by either party to the Bar Council or such person as it may appoint.

APPLICABLE LAW

15. This contract shall be subject to English Law.

NOTICE

16. Any notice in respect of matters in this contract must be in writing and given either personally or by post addressed to either party at the address set out in this contract. Where notice is posted, it shall be deemed served two working days after posting.

TERMINATION

17. This contract may be terminated by:
- a) Agreement between the Chambers and you
 - b) Chambers in the event of:
 - i. Serious misconduct by you ;

- ii. Poor performance by you provided that at least one formal written warning about your performance has been given prior to the termination.
 - c) One month's notice in writing given by you.
18. This contract will be terminated by the dissolution of Chambers. However, Chambers will make all reasonable endeavours to ensure that you transfer with a suitable pupil supervisor in another set of Chambers to allow you to complete your training.

Signed by:

..... (Head of Chambers)

.....(You)

Date.

PUPIL SUPERVISOR'S CHECKLIST

PURPOSE

An overview of the roles and responsibilities based on our internal procedures and those of the Bar Council, based on *Guidelines for Chambers and Pupillage Training Organisations*.

YOUR ROLES AND RESPONSIBILITIES

You may act as a Pupil Supervisor if:

- you are currently registered as a Pupil Supervisor
- you have practiced for the two years immediately preceding the date on which the pupillage commences
- you have been in qualifying Chambers for last two years
- you can only take one pupil at a time
- you must ensure you are aware of the requirements of the Bar's *Code on Equality and Diversity* and that they are acted on in practice in Chambers
- you must ensure your pupil is aware that there is a Grievance Procedure and that they can invoke its terms.

You should ensure your pupils:

- receives adequate induction in to the working of Chambers
- complete the necessary advocacy training
- use and complete the relevant checklist(s)
- receive feedback at relevant intervals, both orally and in writing
- receive sufficient opportunity to attend court
- are provided with adequate instruction in preparation of pleadings
- attends your conferences and you should provide papers in advance
- are available to assist other members of Chambers, as appropriate. You should encourage feedback on any work done in this way
- are aware of their obligations and responsibilities under Bar Code of Conduct
- have fair and equal access to work and all other opportunities provided to pupils by Chambers

You have to provide as required by the Bar Council:

- relevant feedback forms
- relevant certificates