

The 36 Group Pupillage Manual

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Introduction

The 36 Group Pupillage Manual (“The Pupillage Manual”) consolidates Chambers’ Pupillage processes from advertisement to completion of Pupillage and creates a comprehensive Chambers’ Pupillage policy in line with the Section 1: *Overarching Principles* and the Bar Standards Board Professional Statement for Barristers, Curriculum and Assessment Strategy and Authorisation Framework for AETOs.

The manual does not address Mini-Pupillage which falls within the remit of ESG, specifically the outreach committee, and has its own separate processes and policy documents. However, the Head of ESG, Head of Equality and Diversity and Head of Pupillage work in unison to provide mini-pupillage opportunities and experience.

The Pupillage Committee is not responsible for applications for Tenancy from Pupils, which are made to Heads of Practice Group, but supports Pupils to ensure readiness for Tenancy applications on completion of Pupillage.

The Pupillage Manual is subject to annual review to ensure that it complies with any change to Bar Standards Board requirements, and to ensure that Chambers continues to offer optimal recruitment processes and training for prospective and current Pupils.

This Pupillage Manual and its Appendices replace the following documents:

- Appendix 11 to the Constitution: Pupils, Pupillages and the Pupillage Committee (March 2015).
- The 36 Group Pupillage Contract (October 2016).
- Pupillage Grievance Procedure (09.10.2016).
- Use of Pupils Policy (11.11.2019).
- Pupillage at the 36 Group (21.11.2019).
- Briefing Paper on Pupillage Gateway Applications (11.01.2020).
- Marking Guidance for the Paper Sift (01.02.2020).
- Pupil Appraisal Form (undated).
- Pupillage Manual (August 2020, October 2020, February 2022, November 2022)

Marisa Allman
Head of Pupillage
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Section 1: Overarching Principles

Aims of Pupillage

- 1.1 The policies and procedures set out in The Pupillage Manual aim to ensure that:
- (a) Chambers is attractive to Pupillage candidates.
 - (b) Chambers encourages the widest diversity of applicants.
 - (c) The recruitment process for Pupils is rigorous and fair and offers effective accessibility to the bar.
 - (d) Offers of Pupillage are made to exceptional candidates.
 - (e) Chambers runs an effective Pupillage programme, which delivers the curriculum for Pupillage and enables Pupils to develop and demonstrate the competencies set out in the Professional Statement.
 - (f) Pupils are fully supported in their wellbeing and individual needs.
 - (g) Pupils have the financial support to complete their Pupillage without financial pressure.
 - (h) Pupils are enabled to fulfil their potential and practise at the highest standards.
 - (i) Pupils wish to apply for Tenancy with Chambers at the end of their Pupillage.

Transparency & Accountability

- 1.2 Chambers' Pupillage policies and processes shall be clear and accessible to applicants, prospective applicants, Pupils, and Members of chambers. The Pupillage Manual is published on chambers' website so that it is freely accessible to anyone considering Pupillage with The 36 Group or any other interested party. It is also provided to all Pupils when offered and when commencing pupillage. Any changes to the Pupillage Manual are approved by the Pupillage Committee, and where significant, by the Executive Board.
- 1.3 The Pupillage Manual is formalised to promote the Overarching Principles. No Member of chambers will offer a Pupillage using a recruitment process or funding arrangement not prescribed by The Pupillage Manual.
- 1.4 Members of Chambers can challenge any aspect of The Pupillage Manual by sending a written proposal to the Head(s) of Pupillage and Pupillage Secretary, who will place it before the Pupillage Committee for discussion. If a significant change is proposed, the Pupillage Committee will make a recommendation to the Executive Board, who will

decide whether The Pupillage Manual should be amended in line with the Member’s proposal.

Equality & Diversity and Inclusion

- 1.5 The 36 Group believes that the Bar should be a diverse and inclusive profession which encourages and recruits Pupils from diverse backgrounds and personal circumstances. Chambers seeks to encourage exceptional candidates, and to recruit Pupils and Tenants solely on the basis of excellence, assessed against objective criteria. The Executive Board, Head of Pupillage, Heads of Practice Group, Head of Equality and Diversity and Head of Corporate Social Responsibility work closely together to try to achieve these aims.

- 1.6 All applicants for Pupillage will be considered solely on merit and without regard to the applicant’s sex, gender, marital / civil partnership status, race, colour, disability, ethnic origin, sexual orientation, gender identity or expression, religion, age, pregnancy, or parental leave or other “protected characteristic” within the meaning of the Equality Act 2010. The only exception to this will be where positive action is taken in accordance with section 159 of the Equality Act 2010 (for which, see Section 3: Offers of Pupillage). The selection process will also be carried out without regard to other factors which do not come within the protected characteristics or s.6 the Equality Act but which often create barriers to practise at the Bar such as socio-economic disadvantage, parenthood or neurodiversity. This is a non-exhaustive list and the factors impeding access to the bar are considered annually as part of the review of selection process.

- 1.7 In the case of all applicants for Pupillage with a disability within the meaning of section 6 of the Equality Act, the Pupillage Committee will make all reasonable adjustments to the application process and will consider the merits of the application after having made the reasonable adjustments. Applicants will be consulted on the making of any such reasonable adjustments and are welcome to contribute their views as to what, in their case, would constitute a reasonable adjustment or adjustments. The making of reasonable adjustments will be subject to review during the entire process of application as deemed necessary to ensure compliance with Chambers’ duties under the Equality Act. In the case of all pupils with a disability within the meaning of section 6 of the Equality Act, the Pupillage Committee will carry out all reasonable adjustments required to Chambers’ working practices to allow the candidate to undertake the work related to pupillage. Any Pupil or applicant for Pupillage wishing to discuss or request reasonable adjustments should contact the Head of Pupillage.

- 1.8 Any applicant declaring a disability which falls within the meaning of section 6 of the Equality Act 2010 and who meets the minimum threshold for offering interviews for pupillage in the Practice Group applied to will be offered an interview, subject to meeting the threshold for interview and limits placed on total numbers of interviews each year.
- 1.9 In the case of all applicants for Pupillage or who have requested adjustments, adaptations or flexibility in the application process because of their particular needs, whether those are related to disability (within or outside the meaning of section 6 of the Equality Act), health, religion, childcare responsibilities or other mitigating factor/s, the Pupillage Committee and Executive Board will work with the candidate to identify and implement the reasonable adjustments which will allow that candidate to participate in the selection process fully and fairly without discrimination or disadvantage.
- 1.10 All applicants for pupillage and are encouraged to discuss reasonable adjustments or anything else relating to a disability and/or mitigating circumstances as early as possible in the application process. These discussions will take place in strict confidence with the Head of Pupillage who does not have any involvement in marking applications, interview or pupil selection and whose role will be to ensure that all reasonable adjustments are made or mitigating circumstances considered where appropriate, or both.
- 1.11 This Pupillage Policy and any other information related to Chambers' pupillage process can be made available in accessible formats upon request.
- 1.12 Chambers' Pupillage programme will be flexible so as to take into account Pupils' personal circumstances, promote an accessible, diverse and inclusive legal profession, and best support Pupils to develop and demonstrate the Professional Statement Competencies.

Review

- 1.13 The Pupillage Committee will monitor and review The Pupillage Manual on an annual basis and will report to the Executive Board with any recommendations for amendment. It may be amended more frequently if areas are identified where the Manual would benefit from alternation or improvement.

Compliance

1.14 Chambers' Pupillage policy and procedures will be compliant with the following Bar Standards Board documents:

- (a) The Handbook, including the Code of Conduct.
- (b) The Bar Qualification Manual.
- (c) The Professional Statement for Barristers, incorporating the Threshold Standard and Competencies.
- (d) The Authorisation Framework for the Approval of Education and Training Organisations.
- (e) The Curriculum and Assessment Strategy.

Section 2: The Pupillage Committee

2.1 The Pupillage Committee will manage and implement Chambers' Pupillage Manual and processes, with a view to achieving the aims set out in Section 1: *Overarching Principles*.

2.2 The Pupillage Committee will be comprised of:

- (a) The Chief Operating Officer.
- (b) The Head(s) of Pupillage (appointed by the Executive Board).
- (c) The Pupillage Secretary (appointed by the Executive Board).
- (d) One Pupillage Officer from each Practice Group (appointed by the Head(s) of Pupillage).

In addition, Heads of Practice Group and Pupil Supervisors may be invited to attend Pupillage Committee meetings where matters relevant to them are being discussed. All members of the Pupillage Committee and Heads of Practice Group will receive copies of minutes of Pupillage Committee meetings.

2.3 There will be a register of all members of the Pupillage Committee, their roles and teams (*Appendix 5*) which will be accessible by all Members of Chambers, Pupils, Probationary Tenants and Staff at all times.

2.4 The Chief Operating Officer will:

- (a) Manage information and documentation on Chambers' website with support from other Committee members.
- (b) Liaise with the Bar Council in respect of Pupillage issues.

- (c) Manage information uploaded to, and applications downloaded from, the Pupillage Gateway.
- (d) Induct Pupils into Chambers.
- (e) Maintain all relevant records.
- (f) Collate Equality & Diversity data from the Pupillage process.
- (g) Facilitate Fair Recruitment training and Equality and Diversity Training for all Members of Chambers involved in the recruitment process for Pupils
- (h) Raise within EB meetings / Finance Committee meetings any matters arising from Pupillage Committee meetings requiring input from the EB or Finance Committee as appropriate.
- (i) Support the Pupillage Committee with practical and administrative matters such as practical arrangements for interview.

2.5 The Head(s) of Pupillage will:

- (a) Be responsible for compliance with Chambers' obligations as a PTP, or AETO once authorised.
- (b) Make or submit any applications for changes to BSB Authorisation
- (c) Oversee, and ensure compliance with, Chambers' Pupillage Manual
- (d) Lead the annual review of Chambers' Pupillage recruitment process and Pupillage Manual
- (e) Liaise with Pupillage Officers and Heads of Practice Group to review the Pupillage selection process within each Practice Group insofar as there is team autonomy.
- (f) Support the Pupillage Interview process.
- (g) Support the Pupillage Secretary with the drafting of documentation
- (h) Chair Pupillage Committee meetings
- (i) Liaise with the Head of Equality and Diversity, Head of ESG, Heads of Practice Group and Head of Training;
- (j) Liaise with Pupillage Officers, Pupil supervisors and Heads of Practice Group as required regarding Pupil progress and wellbeing;
- (k) Approve the allocation of Pupil Supervisor(s) to Pupils;
- (l) Review assessment and appraisal of Pupils;
- (m) Liaise with Pupillage candidates, those offered Pupillage and Pupils regarding any reasonable adjustments they may need during the selection process, in preparation for Pupillage or during Pupillage;
- (n) Resolve any disputes regarding Use of Pupils in accordance with the Pupillage Manual;

- (o) Resolve any complaint or grievance raised in accordance with the Pupillage Manual;
- (p) Ensure continuity of training for all Pupils in the event of the non-availability of their allocated Pupil Supervisors or closure of chambers.

2.6 The Pupillage Secretary will:

- (a) Ensure the Pupillage Committee is aware of regulatory requirements, Chambers' policies and relevant deadlines, and bring any outstanding or forthcoming tasks to the attention of the Committee;
- (b) Arrange regular meetings of the Pupillage Committee and prepare the agenda and minutes of each meeting for circulation among the Pupillage Committee, Heads of Practice Group and Pupil Supervisors;
- (c) Organise in-Chambers and online Pupillage events, and attendance at events like the Bar Council Pupillage Fair;
- (d) Support the timely completion of Pupillage Appraisal, Authorisation to Practice and notifications of Change of Supervisor by Pupils and Pupil Supervisors
- (e) Check the credentials of new Pupils and the disciplinary records of Pupil Supervisors.

2.7 The Pupillage Officers will:

- (a) Attend the annual Bar Council Pupillage Fair and any in-Chambers or online Pupillage events;
- (b) Attend Pupillage Committee meetings;
- (c) Contribute to the Annual Review of the Pupillage Manual and processes;
- (d) Coordinate with their Head of Practice Group and the Head of Pupillage to prepare the Mark Schemes for their Practice Group, interview process including questions and work based examples to be set for candidates;
- (e) Organise the Pupillage application paper sift and interviews for their Practice Group;
- (f) Invite candidates to Interview and prepare interview materials;
- (g) Ensure Pupils have a 'Chambers Buddy' in accordance with the Pupillage Manual;
- (h) Liaise with Pupil Supervisors regarding Pupil progress and wellbeing and bring any issues which require the input of the Pupillage Committee or the Head of Pupillage to their attention;
- (i) Support the and delivery of the training programme for their Pupils;
- (j) Collate reports for Tenancy applications and liaise with Heads of Practice Group regarding the arrangements for Tenancy applications and interviews.

- 2.8 The role of Pupil Supervisors is set out in Section 4(e) : *Pupil Supervisors*. In summary, they will:
- (a) Have overall responsibility for the professional development and welfare of their Pupil;
 - (b) Deliver training to enable their Pupil to meet the Professional Statement Competencies in accordance with the Curriculum and Assessment Strategy;
 - (c) Provide Pupils with all necessary assistance in complying with their regulatory obligations;
 - (d) Confirm with the BSB when the non-practising and practising periods of Pupillage have been satisfactorily completed.

Section 3: Recruitment of Pupils

(a) Fair Recruitment

- 3.1 It is the objective of the Pupillage Committee to ensure that the process for recruitment of Pupils is as fair as possible and adheres to The Bar Council Guidance on Fair Recruitment.
- 3.2 Any Member of Chambers or Staff Member involved in the recruitment of Pupils is required to undertake Fair Recruitment training not less than every 3 years. It shall be the responsibility of the Chief Operating Officer to arrange opportunities for such training each year, and the responsibility of Pupillage Officers to identify those who will be involved in the recruitment process and that they have received Fair Recruitment training. The Pupillage Secretary will keep a register of members of chambers who have undertaken Fair Recruitment training.
- 3.3 It is an expectation of the Heads of Chambers that all Members of Chambers will offer support with the Pupillage recruitment process where requested to do so by their Head of Practice Group. The Head of each Practice Group will authorise a roster each year identifying which roles are to be carried out by which barristers in their Practice Group.
- 3.4 Training will cover the following areas:
- (a) Fair and effective selection and avoiding unconscious bias.
 - (b) Attraction and advertising.
 - (c) Application processes.

- (d) Shortlisting skills.
- (e) Interviewing skills.
- (f) Assessment and making a selection decision.
- (g) Monitoring and evaluation.
- (h) Disability and reasonable adjustments.

(b) Advertisement

- 3.5 The number of Pupillages to be advertised and offered each year will be at the discretion of the individual Heads of each Practice Group. Pupillages will be specialist and allocated to one of Chambers' Practice Groups: Crime, Family, Public & Human Rights or Stone.
- 3.6 All Pupillages will be advertised and recruited via the Bar Council's Pupillage Gateway.
- 3.7 Pupillage advertisements will clearly set out:
- (a) The number of Pupillages available for each Practice Group;
 - (b) The specialism (Practice Group) of the Pupillage advertised;
 - (c) The Pupillage award, including expenses and other costs of training that Chambers covers or does not cover;
 - (d) The main geographical areas to which Pupils are likely to be required to travel during Pupillage;
 - (e) Whether Chambers will offer any travel expenses for candidates to attend interview and in what circumstances;
 - (f) That further information about Pupillage is available on Chambers' website;
 - (g) Chambers' Selection Criteria for Pupils.
- 3.8 Chambers will publish The Pupillage Manual and its Appendices on its website, so that prospective Pupils are able to understand:
- (a) The application process and the criteria that Chambers uses to assess applicants.
 - (b) The Pupillage training programme and what to expect from Pupillage.
 - (c) Prospects at the end of Pupillage and the process for applying for Tenancy.
 - (d) Expectations around income and earnings potential during pupillage.
 - (e) The practical impact of Chambers' Equality and Diversity policies.

(c) Events

- 3.9 In order to raise the profile of Chambers' Pupillages and to encourage applications from the widest diversity of applicants, the Head of Pupillage, Pupillage Secretary and Pupillage Officers will:
- (a) Attend events such as the Bar Council's annual Pupillage Fair.
 - (b) Organise and promote in-Chambers events such as an annual Pupillage Open Evening.
 - (c) Organise and promote online events such as Pupillage Q&As.
 - (d) Support the initiatives for Mini-Pupillage organised by the Outreach Committee.
 - (e) Engage with external groups whose objectives are to increase accessibility to the bar and encourage applications from under-represented groups.
 - (f) Liaise with the Outreach Committee to identify outreach work, for example with under-represented educational establishments.

(d) Selection Criteria

- 3.10 All Pupils will be selected in accordance with objective Selection Criteria which are applicable to all applicants and which have been developed by the Pupillage Committee to ensure that Chambers' Pupillage Recruitment Process is as fair and rigorous as possible and meets the objectives of the Pupillage Manual and The Bar Council's Fair Recruitment Guide. The Selection Criteria at the current time is *Appendix 1*. The Selection Criteria are reviewed annually to ensure that they remain optimal. All applicants will be assessed against all of the criteria.
- 3.11 The Selection Criteria will be assessed both during the paper sift and in interview. Each Practice Group shall have autonomy to decide which of the Selection Criteria are assessed during the paper sift, and which of the Selection Criteria are assessed in each interview round.
- 3.12 The Pupillage Officers and Heads of Practice Group will be responsible for developing individual Mark Schemes for the sifting stage of the application process and the interview stage of the application process, and which enable the Selection Criteria to be tested against each applicant for Pupillage according to the particular needs of the Practice Group. There is Practice Group autonomy to reflect the particular expectations of that practice area within the Mark Scheme for their Practice Group. This is so that the Applicants are assessed against the Selection Criteria in a way which reflects the different emphasis that there may be on particular skills and abilities for different

Practice Groups. This autonomy includes Practice Groups being permitted to devise and include work samples at the sifting and interview stage.

- 3.13 After the paper sift there will be two rounds of interviews. Pupillage Officers and Heads of Practice Group will also have autonomy in devising interview questions and practical exercises which they consider best assess candidates against the Selection Criteria, taking into account the different emphasis that there may be on particular skills for different Practice Groups.
- 3.14 All Mark Schemes and interview questions and exercises will endeavour to ensure the recruitment process is as fair as possible.
- 3.15 A copy of the Mark Schemes and Interview Exercises for each Practice Group shall be provided to the Pupillage Secretary and Head of Pupillage.

(e) The Paper Sift

- 3.16 The Gateway will be requested to redact applicants' names, schools and universities from their applications during the paper sift and allocate each application a unique reference number (URN). Anonymised applications will be sent to the Pupillage Officer for each Practice Group.
- 3.17 The Pupillage Officer for each Practice Group together with their Head of Practice Group and Head of Pupillage will be responsible for reviewing the sifting Mark Scheme for that Practice Group annually.
- 3.18 Pupillage Officers will appoint appropriate sifters within their teams, having consulted and obtained the approval of their Head of Practice Group. They will endeavour to assemble the most diverse group of sifters practicable from within the membership of their Practice Group, in terms of both protected characteristics and levels of call.
- 3.19 Pupillage Officers will allocate the sifters and send the applications which they are to mark, the Selection Criteria, and the Mark Scheme for that Practice Group. There is Practice Group autonomy as to how many applications are marked by more than one sifter, or as to other moderation techniques.

- 3.20 Prior to the commencement of sifting, the Pupillage Officer will convene a calibration meeting to ensure that there is consistency of marking. All sifters must attend a calibration meeting.
- 3.21 Applications will be marked by sifters by the date identified by the Pupillage Officer in accordance with the Selection Criteria and applicable Mark Scheme.
- 3.22 Pupillage Officers will collate the marked applications and review them for any indication that certain applications require moderation. Pupillage Officers may require any of the applications to be marked again, or other moderation technique. They will raise any significant issues with the sifters and Head(s) of Pupillage.

(f) Invitations to Interview

- 3.23 Pupillage Officers, subject to consultation with and approval by the Head of their Practice Group, will decide on the number of applicants to be invited to interview and will decide on the candidates to be invited to interview. They will send the list of successful Unique Reference Numbers (URNs) to the Chief Operating Officer and Head of Pupillage.
- 3.24 Where a candidate has declared a disability falling within section 6 of the Equality Act within their application they will be offered an interview, provided that they meet the minimum threshold for offering an interview for the Practice Group applied to. Pupillage Officers and Heads of Practice Groups shall be responsible for setting the minimum threshold for offering an interview each year for their Practice Group. This guarantee is subject to limits placed on total numbers of interviews each year. If the number of candidates who have declared a disability meeting the threshold for interview exceeds the limits placed on total numbers of interviews, and if they would not have been offered an interview but for their disability, those candidates declaring disabilities scoring highest in the application process will be offered an interview.
- 3.25 The Pupillage Officer will notify applicants who are being offered a first or second round interview in writing and this will be confirmed via the Pupillage Gateway. Successful applicants will be notified of a first round interview not less than 14 days before the interview date.
- 3.26 Invitations to interview will provide clear information regarding;
- a) The practical arrangements for interview and points of contact;

- b) How to request reasonable adjustments or flexibility in interview arrangements if required;
- c) The Selection Criteria which will be assessed at that interview;
- d) Details of any practical assessments or other task based assessments which the candidate will be asked to complete;
- e) Any other relevant information.

3.27 Interview scheduling will be as flexible as possible to requests from applicants in relation to interview times, taking into account any other interviews the applicant may have at other Chambers, their travel needs, religious observance or other personal circumstances.

3.28 All reasonable adjustments will be made to the interview process in respect of applicants with a disability. Applicants can request reasonable adjustments by contacting the Head of Pupillage.

3.29 Any applicants not selected for first round interview will be notified via the Pupillage Gateway.

3.30 Any applicants not selected for second round interview will be notified in writing by the Pupillage Officer and offered feedback. The Pupillage Gateway will also be updated.

3.31 Any applicants not offered Pupillage after a second round interview will be notified in writing by the Pupillage Officer and offered feedback. The Pupillage Gateway will also be updated.

(g) Interview panels.

The Pupillage Officers, subject to consultation with and approval by the Head of their Practice Group, will decide how many interviewers are required for each round. They will endeavour to assemble the most diverse interviewing panels practicable from within the membership of their Practice Group, in terms of both protected characteristics and levels of call.

3.32 Save in exceptional circumstances, there shall be no all male or all female panel of interviewers.

- 3.33 Save in exceptional circumstances, a candidate must never be interviewed by an interview panel which is exclusively white.
- 3.34 Any concerns regarding the composition of interview panels must be referred to the Head of Pupillage.
- 3.35 The Pupillage Committee and Practice Groups must also take account of the need not to overburden members of chambers who are people of colour with additional responsibilities in connection with the Pupillage Selection process when organising sifting and interviews. Any concerns about this should be raised with the Head of Pupillage and Head of the relevant Practice Group.
- 3.36 Where Members of Chambers are attending interviews from outside London, a request may be made to the Finance Committee for their travel expenses to be reimbursed.

(h)Preparation for Interviews

- 3.37 The Pupillage Officers will draft the interview questions and any additional instructions to interviewees, the interview marking guidance for their Practice Group and mark sheets. These must be approved by the Head(s) of Pupillage and relevant Heads of Practice Groups.
- 3.38 The Pupillage Officers will draw up timetables for their Practice Group's interviews (allowing time for preparation and consideration) and will prepare electronic interview packs for the interviewers containing:
- (a) A timetable of interviewees.
 - (b) A copy of the interview questions and interview marking guidance.
 - (c) Unredacted copies of the applications for each applicant being interviewed.
 - (d) Electronic marking sheets for each candidate.
- 3.39 The Pupillage Officer will ensure that prior to first or second round interviews commencing there is a discussion of the interview panel(s) with the Pupillage Officer about the application of the Mark Scheme to ensure consistency.
- 3.40** Interview dates will be confirmed on the Chambers website by no later than 1 January each year.

(i)Interviews

- 3.41 Interviews may take place in person or remotely as appropriate. Where interviews are taking place in person, a candidate may request that an interview takes place remotely, and all reasonable requests will be considered. The interviewing Practice Group shall take steps to ensure that candidates who are interviewed remotely are not disadvantaged by the remote nature of the interview.
- 3.42 Pupillage Officers will be present to coordinate the interviews for their Practice Group. The Head(s) of Pupillage will be present, or available if taking place remotely, to oversee the interviews as a whole and to assist with any issues that arise.
- 3.43 On the day of the interview, Pupillage Officers will provide candidates with any assessment materials which form part of the interview process, and which are not being provided in advance of the interview, and ensure that they have a quiet space and fair allocation of time in which to consider them.
- 3.44 For each interview taking place in person, the applicant will be collected from the reception area by an interviewer and accompanied out of the building by an interviewer.
- 3.45 If there is an interview to take place via video conferencing, appropriate technical support will be offered to ensure that the remote interview is effective.
- 3.46 All candidates for each Practice Group will be asked the same interview questions and asked to complete the same practical or written assessments or exercises.
- 3.47 Save in exceptional circumstances, all second round interviewees shall be interviewed by the same panel from the relevant Practice Group.
- 3.48 After each interview candidate the panel will convene a discussion to agree the mark for that candidate. At the conclusion of first round interviews the interview panel(s) and Pupillage Officer for that Practice Group will discuss and agree an order of merit of candidates interviewed in accordance with the interview mark scheme.
- 3.49 Heads of Practice Group in consultation with the Pupillage Officer for their practice group, will decide on the number of applicants to be invited to second-round interview and decide on the applicants to be offered the same.

3.50 At the conclusion of second round interviews, the Pupillage Officer and second round interview panel will discuss and agree the order of merit of candidates interviewed in accordance with the interview mark scheme.

(j) Offers of Pupillage

3.51 Heads of Practice Group in consultation with the Pupillage Officer for their Practice Group will decide on which of the applicant(s) (if any) shall be offered Pupillage and whether any of the applicants are to be offered reserve places and in what order. Heads of Practice Group or Head of Pupillage should make any pupillage offers save in exceptional circumstances.

3.52 The Pupillage Officer will assist their Head of Practice Group by providing the second round interview panel's assessments and recommendations, including the panel's order of merit of the interviewed candidates, and will indicate any such order of merit to their Head of Practice Group. In the absence of any such recommendations from the interview panel, the Pupillage Officers will provide their own views as to the same.

3.53 In making their proposal, Pupillage Officers will have regard to Section 159 of the Equality Act 2010, which permits positive action in the following circumstances:

159 Positive action: recruitment and promotion

(1) This section applies if a person (P) reasonably thinks that—

(a) persons who share a protected characteristic suffer a disadvantage connected to the characteristic, or

(b) participation in an activity by persons who share a protected characteristic is disproportionately low.

(2) Part 5 [of the Act] (work) does not prohibit P from taking action within subsection

(3) with the aim of enabling or encouraging persons who share the protected characteristic to—

(a) overcome or minimise that disadvantage, or

(b) participate in that activity.

(3) That action is treating a person (A) more favourably in connection with recruitment or promotion than another person (B) because A has the protected characteristic but B does not.

(4) But subsection (2) applies only if—

(a) A is as qualified as B to be recruited or promoted,

(b) P does not have a policy of treating persons who share the protected characteristic more favourably in connection with recruitment or promotion than persons who do not share it, and

(c) taking the action in question is a proportionate means of achieving the aim referred to in subsection (2).

(5) “Recruitment” means a process for deciding whether to— [...] (e) offer a person a Pupillage or tenancy in barristers' chambers, [...]

(6) This section does not enable P to do anything that is prohibited by or under an enactment other than this Act.

3.54 On the date and time specified by the Pupillage Gateway timetable, the Pupillage Gateway will be updated to confirm to candidates whether they have been offered Pupillage or are in reserve. Heads of Practice Group or Head(s) of pupillage will also contact candidates to make any offers of pupillage. A member of the Pupillage Committee may also contact successful candidates or those in reserve directly by telephone and/or email at their discretion on or after the relevant date and time.

3.55 The terms on which a Pupil is offered Pupillage will be in accordance with The Pupillage Manual and the Pupillage Agreement (*Appendix 2*). Upon making an offer of Pupillage, Chambers will send the prospective Pupil the Pupillage Agreement and Pupillage Manual then in operation, so that Chambers’ terms and funding arrangements are clear to them before they accept the offer of Pupillage. It shall be made clear that there may be changes to the Pupillage Manual prior to the commencement of Pupillage.

3.56 Reserve applicants will be notified that they have been placed on the reserve list and will be updated with any changes in their application status at the earliest opportunity.

3.57 Where any requests for feedback are received following second round interviews Pupillage Officers will respond to the applicants within 14 days.

(k) Waivers and additional pupillages

- 3.58 Chambers may occasionally decide to offer additional pupillages to those advertised if a practice group identifies an additional vacancy. Additional pupillages must be approved by the Executive Board before being offered. Additional pupillages may only be offered with a view to tenancy, and only to those persons who have been through the recruitment process described in this manual and met the standard for an offer of pupillage. This includes candidates for pupillage who have the benefit of a waiver.
- 3.59 Where an offer of pupillage is made to a candidate with the benefit of a waiver allowing Chambers to provide a pupillage for less than 12 months, the candidate may elect to undertake the full 12 month pupillage. Where a candidate is offered pupillage who has the benefit of a waiver and requests a reduced pupillage period, the length of pupillage to be undertaken by the pupil will be at Chambers' discretion. Where a reduced period of pupillage is undertaken the pupillage award will be reduced pro-rata.

(I) Review of Recruitment Process

- 3.60 The Chief Operating Officer will collate Equality & Diversity data from the selection process and send it to the Pupillage Committee.
- 3.61 Before the Bar Council timetable for the next round of Pupillage applications begins, the Pupillage Committee will review this section of The Pupillage Manual and the marking guidance for the paper sift and interviews, taking into account the Equality & Diversity data from the last selection process, and with a view to promoting the aims set out in Section 1: *Overarching Principles*.

Section 4: Pupillage

(a) Commencing Pupillage

Commencement and Registration Information

- 4.1 Before the commencement of Pupillage, the relevant Pupillage Officers will meet the Pupils to discuss their areas of interest within their Practice Groups and any areas of Chambers' other work that would best complement those areas of interest. The Pupil Supervisors shall strive to accommodate the Pupil's wishes so far as is practicable, but subject to the extent

that those wishes are consistent with the strategy of the specialist practice group providing the Pupillage.

The Head(s) of Pupillage, after consultation with the relevant Heads of Practice Groups, will appoint members of Chambers to act as Pupil Supervisors. Practice Managers will be notified by their Head of Practice Group as to the Pupil Supervisors.

4.2 No later than 28 days before the commencement of Pupillage, the Pupillage Secretary will provide Pupils with:

- (a) The commencement date of their Pupillage.
- (b) The date of their Chambers induction.

4.3 No later than 21 days before the commencement of Pupillage, the Pupillage officer for each Practice Group will provide Pupils with the names of their first Pupil Supervisor and Chambers Buddy.

Registering Pupillage with the BSB

4.4 Two weeks before starting Pupillage, Pupils will apply to the BSB for registration of their Pupillage by submitting an application in the form prescribed by the BSB. Pupils must provide the name of their Pupil Supervisor and the commencement date. The BSB will confirm registration by email. Pupils will send the confirmation of registration to the Pupillage Secretary before the commencement of their Pupillage.

4.5 If any of the information provided in an application for registration of a Pupillage changes before the Pupillage has been completed, the Pupil must promptly notify the BSB in writing of the change using the prescribed form.

Credentials Checking

4.6 Chambers will exercise appropriate due diligence in checking credentials and reporting any fraudulent and/or dishonest activity to the BSB and Inns of Court as appropriate.

4.7 No later than one month before the commencement of Pupillage, the Chief Operating Officer will ensure that a member of administrative staff will request the following

information from Pupils, which must be satisfactorily provided before the commencement of Pupillage:

- (a) The official certificates/transcripts of the university examinations referred to in the Pupil's Pupillage application form.
- (b) The official transcript of any examination taken or notified between the acceptance of Pupillage and its commencement.
- (c) Clear documentary evidence of the Pupil's satisfactory completion of the vocational component of Bar Training (known as the Bar Professional Training Course until September 2020) within the last 5 years, or that they have obtained dispensation from the BSB to complete the Pupillage outside of the usual 5 years.
- (d) Clear documentary evidence that the Pupil is a member of an Inn of Court.
- (e) Clear documentary evidence that the Pupil's nationality or immigration status allows them to undertake the Pupillage.

4.8 A member of administrative staff will also check that Pupils have been Called to the Bar, or that they have registered with their Inn of Court to be Called to the Bar before the practising period of Pupillage ("second six"). If Pupils have not been Called they can use the term "Pupil", but are not permitted to use the title "Pupil Barrister" until they have been Called.

(a) Induction

4.9 Before or upon the commencement of Pupillage, Pupils will be inducted into Chambers by the Chief Operating Officer or other appropriate member of the Pupillage Committee. Pupils will be shown Chambers' premises, introduced to Chambers' structure and procedures, set up with IT and printing accounts as appropriate, Login details for web based legal research tools, and introduced to the clerks and administrative staff.

4.10 Pupils are afforded free and comprehensive access to legal research engines – currently Westlaw and LexisNexis – throughout their Pupillage.

4.11 During induction, Pupils will be required to sign the Pupillage Agreement (*Appendix 2*) and confidentiality agreement (*Appendix 6*) and will be provided with copies of:

- (a) Their Practice Group's written training programme;
- (b) Those Chambers' policies which address bullying and harassment;
- (c) The most up-to-date Pupillage Manual and Appendices;
- (d) The Training Programme;

- (e) The Reasonable Adjustments policy;
- (f) The Parental Leave policy;
- (g) The Equality and Diversity Policy.

(b) Non-Practising Stage (“First Six”)

4.12 Pupils in their first six will not exercise any reserved legal activities, including rights of audience. Pupils will not accept any client instructions, except for noting briefs where they have the permission of their Pupil Supervisor or Head of Chambers. Short-term secondments to relevant client/work generating organisations or law firms shall also be encouraged, within the confines of the BSB rules but subject to the needs of Chambers and the appropriate professional development of the Pupil. Any proposed secondment shall be discussed with the Pupil’s Pupil Supervisor in the first instance. Any secondment should be undertaken only if it is in the Pupil’s best interests to do so.

4.13 Pupils will use the title “Pupil” (before Call to the Bar) or “Pupil Barrister” (after Call) and will not refer to themselves as a “Barrister”. This requirement applies to all circumstances in which the Pupil is named and not simply with regards to formal advices, pleadings or other written work. A Pupil putting or sharing any documents into the public domain, such as articles, books or seminar materials, must describe themselves as “[Name], [Pupil/Pupil Barrister], 36 [Crime/Family/Stone/Public & Human Rights]”.

4.14 During their first six Pupils will have the opportunity to discuss in more detail with their Practice Manager or Senior Clerk the type of work they can expect to undertake in their second six, and expectations around income.

Completion of First Six

4.15 To satisfactorily complete their first six, Pupils will have:

- (a) Met the competencies that need to be met to the threshold standard before a Pupil can apply for a Provisional Practising Certificate, as set out in pages 30-41 of the BSB Curriculum and Assessment Strategy.
- (b) Satisfactorily completed the relevant compulsory courses specified by the BSB (see Part 2C (C5) of the Bar Qualification Manual).
- (c) Been Called to the Bar.

4.16 Upon the satisfactory completion of first six, the Pupil Supervisor will complete the Non-Practising Period Completion Form. If the Pupil Supervisor is unavailable to sign the

form, one of the Head(s) of Pupillage or Heads of Chambers may sign the form confirming completion, provided they provide reasons why the Pupil Supervisor was unable to sign and are satisfied the requirements have been met.

- 4.17 Pupils will submit the Non-Practising Period Completion Form to the BSB certifying that the non-practising period has been satisfactorily completed. A copy will be provided to the Head of Pupillage or Pupillage Secretary. If the Pupil Supervisor is prepared to sign the form in advance, the BSB will accept the signed form one week in advance. Provided that the Pupil has completed the compulsory training specified by the BSB, the BSB will grant the Pupil a Provisional Practising Certificate.
- 4.18 Where it is not considered that the defined standards and competencies have been met, the Pupil Supervisor will not sign the form. This should not come as a surprise to the Pupil, as any issues should have been apparent through Chambers' appraisal process. This decision should be brought to the attention of the Head of Pupillage by the Pupil Supervisor. In this situation, Chambers will exercise its discretion in deciding whether to either terminate the Pupillage or provide additional training or remedial work to enable the Pupil to attain the required level of competency. Where there are extenuating circumstances, Chambers is likely to take the latter course and extend the "first six". Chambers will continue to pay the Pupil the same level of Pupillage Award during the extension period.
- 4.19 Where the Pupil wishes to appeal their Pupil Supervisor's decision not to sign the form, the Pupil should raise this in writing with the Head of Pupillage. The Head of Pupillage will convene a meeting with the Pupil and a joint meeting with the Pupil and Pupil Supervisor and review the decision not to sign the form with a view to achieving an agreed way forward. The Head of Pupillage may uphold the decision of the Pupil Supervisor or sign the form in place of the Pupil Supervisor. If the Pupil remains dissatisfied with the decision, they may appeal by writing to one of the joint head(s) of Chambers and it will be treated as a Grievance.

(c) Practising Stage ("Second Six")

Commencing Practice

- 4.20 Provided they have been issued with a Provisional Practising Certificate, second six Pupils are entitled to accept instructions, supply legal services and exercise rights of audience with the permission of their Pupil Supervisor or Head of Chambers. Second Six

Pupils will use the title “Pupil Barrister” and will not refer to themselves as a “Barrister”. The requirements of paragraph 4.12 above will continue to apply.

- 4.21 Pupils who intend to practise in the Youth Court must register this activity with the BSB. They must declare that they have the specialist skills, knowledge and attributes to work effectively with young people, as set out in the BSB Youth Proceedings Competencies and Guidance.
- 4.22 Upon commencing practice, Pupils will:
- (a) Register with the Information Commissioner as a data controller.
 - (b) Register as self-employed with HMRC.
 - (c) Register for VAT with HMRC.

Court Experience

- 4.23 During second six, Chambers will endeavour to ensure that the Pupil has the opportunity to do as much court work as is reasonably possible in accordance with the Practice Group’s normal range of work, and bearing in mind the Pupil’s experience and progress, and the availability of the work.
- 4.24 However, the Pupil will also require time for preparation and to carry out work for their Pupil Supervisor and others. Ordinarily, 3 or 4 days a week (as an average over second six) should be the maximum number of times the Pupil should be sent to court. Pupils will not be expected to attend court on Saturdays unless they wish to do so. Any concerns regarding Pupil work load or suitability of work allocated to a Pupil should be raised by the Pupil with their Pupil Supervisor in the first instance. If the issue is not resolved the Pupil Supervisor should raise the matter with the Pupillage Officer, Head of Practice group and Head of Pupillage, and the Pupil may also raise the matter with the Head of Pupillage.

Completion of Second Six

- 4.25 To satisfactorily complete their second six, Pupils will have:
- (a) Met the competencies in the Professional Statement.
 - (b) Satisfactorily completed the relevant compulsory courses specified by the BSB (see Part 2C (C5) of the Bar Qualification Manual).

- 4.26 Upon the satisfactory completion of second six, the Pupil Supervisor will complete the Practising Period Completion Form to confirm that the Pupil has met the competencies in the Professional Statement. If the Pupil Supervisor is unavailable to sign the form, one of the Head(s) of Pupillage or Heads of Chambers may sign the form confirming completion, provided they provide reasons why the Pupil Supervisor was unable to sign and are satisfied the requirements have been met.
- 4.27 Pupils will submit the Practising Period Completion Form to the BSB. Provided the Pupil has satisfactorily completed Pupillage, which includes the compulsory training specified by the BSB, the BSB will confirm that eligibility for a Full Practising Certificate. Pupils will then apply for a Full Practising Certificate. A copy will be provided to the Head of Pupillage or Pupillage Secretary. Pupils' Provisional Practising Certificates are valid for 30 days after the end date of Pupillage to give Pupils time to apply for the Full Practising Certificate.
- 4.28 Where it is not considered that the competencies in the Professional Statement have been met, the Pupil Supervisor will not sign the form. This should not come as a surprise to the Pupil, as any issues should have been apparent through Chambers' appraisal process. This decision should be brought to the attention of the Head of Pupillage by the Pupil Supervisor. In this situation, Chambers will exercise its discretion in deciding whether to either terminate the Pupillage or provide additional training or remedial work to enable the Pupil to attain the required level of competency. Where there are extenuating circumstances, Chambers is likely to take the latter course and extend the "second six". Chambers will continue to guarantee the Pupil's monthly earnings to their "second six" level during the extension period.
- 4.29 Upon the completion of Pupillage, Pupils will apply to BMIF for their own insurance cover for legal services offered in self-employed practice.

(d) Applications for Tenancy

- 4.30 Each Practice Group is responsible for creating a clear policy for the recruitment of Tenants from Pupils with readily identifiable criteria and processes. The timetable for applications may vary between practice groups and the relevant Practice Group policy document will be provided to Pupils as part of their induction, and will clearly identify;
- (a) The process which will be adopted that Practice Group for Tenancy decision making on completion of Pupillage;

(b) The selection criteria which will be adopted by the Practice Group when considering whether to offer Tenancy to Pupils on completion of Pupillage. Each Practice Group may adopt its own selection criteria in this regard.

- 4.31 Pupils will be able to apply for tenancy no more than 12 weeks and no less than 4 weeks before the end date of their pupillage. Pupils should be informed of the decision in relation to tenancy within 28 days of making an application.
- 4.32 Save in exceptional circumstances, Pupils will be invited to apply for Tenancy. Pupils should apply in writing to their Head of Practice Group within the timeframe specified at 4.31. Heads of Practice Group will arrange for the recruitment process to take place in line with the Practice Group policy document provided to the Pupil on induction.
- 4.33 Where a Tenancy application is made by a Pupil, a Recruitment Panel will be appointed by the Head of the relevant Practice Group, and will include members from the Practice Group that the applicant has specified they wish to join. The Recruitment Panel members shall be appointed following consultation and agreement between the Head(s) of Pupillage and the Head(s) of the relevant Practice Group. The number of panel members shall be no less than 5 and no more than 7 in number and shall include at least one member of the Executive Board. The Pupil's Chambers Buddy will not be on the panel. Where a pupil is interviewed the interview shall be carried out by the Recruitment Panel appointed.
- 4.34 Reports will be sought by the Pupillage Officer from each of the Pupil's Pupil Supervisors and their Practice Manager as to their suitability for Tenancy, considered in terms of practice, performance and conduct during Pupillage. Those reports, together with the Pupil appraisal forms and Work Evaluation forms for that Pupil shall be disclosed only to the Pupil to whom they relate, to the Head of Pupillage, to the Head of Practice Group for that Pupil, to the EB, and to any person forming part of the Recruitment Panel for the purposes of making a decision regarding Tenancy for that pupil.
- 4.35 Reports may be sought from such further members of Chambers as the Pupil, Pupil Supervisors or Practice Manager may indicate, or from any other person the Head(s) of Pupillage or Executive Board consider to be appropriate. Any persons indicated or named must be persons who have had a *direct and substantial* opportunity to observe and/or assess the Pupil's conduct, practice and performance (which may include written work or advocacy). The Pupil's Chambers Buddy will not be asked to provide a report.

- 4.36 Consideration of a Pupil's suitability for Tenancy shall be made by the Head of Practice Group together with the Recruitment Panel, having regard to the entire pupillage period, in terms of a Pupil's practice, performance and conduct during Pupillage, reflected in their appraisals, work evaluation reports and the reports collated by the Pupillage Officer for the purposes of making a decision regarding Tenancy. Where a Pupil is interviewed the interview may also form part of the Tenancy recruitment decision.
- 4.37 It is within the discretion of the Head(s) of Practice Group and Recruitment Panel, following receipt of an application for Tenancy and of reports collated by the Pupillage Officer either;
- a) to make an offer of Tenancy based solely on those documents, or,
 - b) to require a Tenancy Interview.
- 4.38 Where there is any concern as to whether the Pupil has met the criteria for Tenancy, then an interview must always be offered. An application may not be rejected without an interview.
- 4.39 Where a Pupil is interviewed, the Head of Practice Group and Recruitment Panel will thereafter make a decision as to whether the applicant should be offered a Tenancy, and shall communicate the outcome to the Pupil within 48 hours of the interview.

(e) Pupil Supervisors

- 4.40 Each Pupil will have at least two Pupil Supervisors from their Practice Group during Pupillage (usually one for each six-month training period). However, it is within the discretion of each Practice Group (through their Head of Practice Group and Pupillage Officer) to decide how many Pupil Supervisors their Pupil(s) will have and for what periods. Any changes in Pupil Supervisor must be notified to the BSB.
- 4.41 Pupils are responsible for completing the Change of Authorisation and submitting it to the Head of Pupillage for signature prior to any change of Pupil Supervisor during Pupillage being implemented.

Pupil Supervisor Responsibilities

- 4.42 Pupil Supervisors have overall responsibility for the professional development and welfare of their Pupil. They will keep themselves informed on these matters and will

consult the Pupil regularly about all material aspects of their Pupillage and career aspirations.

- 4.43 On commencement of supervising a Pupil, Pupil Supervisors shall discuss with the Pupil whether they have any particular needs or responsibilities which would be likely to mean the Pupil needs additional support, adjustment to the training provided, or greater flexibility of working for the Pupil. For example health needs or caring responsibilities. This shall include discussing whether any reasonable adjustments are appropriate by reason of a disability. The Pupil and Pupil supervisor should discuss and agree how the Pupil's particular needs and circumstances can be met, and the Pupil Supervisor should communicate the agreed arrangements to the Pupillage Secretary and any subsequent Pupil Supervisor responsible for supervising that Pupil. Pupil Supervisors should check with the Pupil whether the agreed measures are effectively addressing the Pupil's needs or circumstances.
- 4.44 Pupil Supervisors are responsible for delivering the training programme to enable their Pupil to meet the Professional Statement Competencies. They will be supported in this by the Pupillage Committee and in particular the Pupillage Officer for their Practice Group, as well as the Training Committee.
- 4.45 Pupil Supervisors must ensure that their insurance covers all activities Pupils are asked to do during the course of their Pupillage, including (for example) writing books or articles, charitable and pro bono work. The standard BMIF policy may not cover all such work and it is the Pupil Supervisor's responsibility to ensure that they obtain any necessary extension to their own insurance to ensure their Pupil's work is appropriately covered.
- 4.46 Pupil Supervisors will provide Pupils with all necessary assistance in complying with their regulatory obligations (e.g. registering their Pupillage with the BSB, applying for any necessary waivers and obtaining a Provisional Practising Certificate).
- 4.47 Pupil Supervisors are responsible for confirming that the non-practising and practising periods of Pupillage have each been satisfactorily completed.
- 4.48 Pupils will have the opportunity to spend up to 2 weeks (concurrent or separate) in their non-practising Pupillage period with another Practice Group or Groups as a shadowing exercise. This shall be arranged by the Pupillage Officer for that Pupil following discussion with the Pupil and Pupil Supervisor regarding their area of interest.

Appointment of Supervisors

4.49 The Head(s) of Pupillage, in consultation with the Heads of Practice Groups, will appoint appropriate Pupil Supervisors for each pupil.

4.50 Supervisors must be practising barristers. In deciding the most appropriate members to appoint, the Head(s) of Pupillage and Heads of Practice Groups will consider their suitability in terms of:

- (a) Their professional experience.
- (b) The nature of their practice and whether it offers appropriate learning opportunities.
- (c) The time they can devote to a Pupil.
- (d) Their aptitude to create an appropriate learning environment.
- (e) Their competence to provide effective feedback.

4.51 In general, junior counsel will be in a better position to satisfy the above suitability criteria, in particular the requirement that their practice must offer appropriate learning opportunities, which should be appropriate to the type of work that the Pupil is likely to be doing in their first few years of practice. It is likely to be only in exceptional cases that a K.C. is the most suitable candidate.

4.52 The Pupillage Secretary will check the Supervisors' disciplinary records with reference to the Barrister's Register on the BSB website, and seek declarations from each Supervisor that no other disciplinary action is in process.

Training of Supervisors

4.53 The BSB no longer requires Pupil Supervisors to have undertaken specific training, to be approved by an Inn of Court or to appear on a register of approved supervisors. However, all Pupil Supervisors must have received appropriate training such that they can meet the training outcomes prescribed in the Bar Qualification Manual Part C2-1, para.1.19-1.20. In order to meet these outcomes, prospective Supervisors may attend formal events, self-study the BSB documentation and/or attend in-house briefings in Chambers.

- 4.54 The Pupillage Secretary will keep records of Pupil Supervisor training to ensure it is up to date, and identify any areas where additional training is needed.
- 4.55 The Head(s) of Pupillage and/or Pupillage Secretary will hold an annual pupil supervision training session for Supervisors before the period of their supervision begins, to ensure they are familiar with Chambers policies and procedures. Pupil Supervisors are expected to attend this training or view a recording of the training.
- 4.56 Refresher training is mandatory every five years, or after three years if the individual has not been a Supervisor during that time.
- 4.57 Supervisors will send records of any relevant training to the Pupillage Secretary, who will retain them for the purpose of supervision by the BSB.

(f) Pupil Training Programme

- 4.58 There will be a formal training programme throughout the period of Pupillage. The aim of the programme will be to assist Pupils in meeting and, where possible, exceeding the competencies in the Professional Statement. Each Practice Group will have a Training Officer.
- 4.59 Pupils will be provided with a written copy of their Practice Group's training programme with the Pupillage Agreement in their induction. Responsibility for delivery of Pupil training will lie with Pupil Supervisors, Pupillage Officers and Training Officers.
- 4.60 The Training Officer will support and assist pupils and pupil supervisors with delivering the training programme. The Training Officers for each Practice Group having a Pupil in any given year will coordinate to provide plenary advocacy training sessions for all current pupils in their non-practising period. The Training Officer(s) will provide the calendar for training events to the Pupil for their Practice Group at the start of the pupillage.
- 4.61 The training programme will be flexible so as to take into account Pupils' particular personal circumstances, career goals and training needs. All reasonable adjustments will be made to the training programme in respect of any Pupils with a disability. Pupils can seek reasonable adjustments by speaking to their Pupil Supervisor.

- 4.62 Pupils are required to undertake a Professional Ethics exam (and from 2025 a Negotiation Skills Assessment) set and marked by the BSB. Chambers will meet the cost of Pupils undertaking the exams. Pupil Supervisors will provide pupils with time to prepare for these exams.
- 4.63 Pupil Supervisors will regularly discuss and review the training programme with their Pupils, and agree how they are going to measure whether the competencies are being met and what methods will be used to assess them.
- 4.64 The Head(s) of Pupillage Committee and Heads of the relevant Practice Groups will satisfy themselves that there are appropriate arrangements in place for the training programme. They will continuously monitor and review the effectiveness of the training programme and ensure that changes are made if appropriate.

(g) Assessment, Appraisals and Feedback

Assessment

- 4.65 Pupils will be assessed against the threshold standard and competencies specified in the Professional Statement. In addition to formal appraisals, Pupil Supervisors will ensure there is regular oral or written feedback given.
- 4.66 Pupil Supervisors will ensure that Pupils complete at least two substantial pieces of written work per six-month training period. After these are completed, the Pupil Supervisor or relevant member of chambers will complete a Work Evaluation Form (*Appendix 3*). These forms will be held by the Pupillage Officer for the Pupil's Practice Group and will form part of the Tenancy selection process at the end of Pupillage.

Appraisals

- 4.67 Pupil Supervisors will organise 3 monthly appraisals, which will serve a dual purpose:
- (a) To ensure that Pupils understand the progress they are making and the areas for development.
 - (b) To provide an opportunity for Pupils to give feedback on their progress, the work they have done and the way they are being supervised.

- 4.68 An informal appraisal will also take place at 2 months, which will be an informal discussion between the Pupil Supervisor and Pupil. This will provide an opportunity to review the Professional Statement and training programme and discuss the Pupil's career goals and training needs.
- 4.69 The subsequent appraisals, at 3, 6 and 9 months, will be formal appraisals. Pupil Supervisors will use the Pupil Appraisal Form (*Appendix 4*) to provide objective feedback, identifying strengths and areas for development, and setting objectives to develop skills and competencies. To enable the appraisal to be productive, Pupil Supervisors and Pupils should take time to reflect and review the form in advance of the appraisal.
- 4.70 Pupils have an opportunity during appraisals to raise any concerns they have about their progress, work or supervision or any other difficulties that have arisen. The Pupil and Pupil supervisor should work together to address these, and may also raise them with the Head of Pupillage if appropriate. Pupils may contact the Head of Pupillage directly if they have any concerns which they do not wish to raise with their Supervisor, or which have not been resolved by their Supervisor. Pupils can also raise issues with their Chambers Buddy.
- 4.71 Pupil Appraisal Forms will be held by the Pupillage Officer for the Pupil's Practice Group. They will form part of the Tenancy selection process at the end of Pupillage and will influence reviews of the training programme and Pupillages policies going forwards. Appraisal forms will be sent to and reviewed by the Head of Pupillage, who will arrange to speak to the Pupil and Pupil Supervisor regarding any problems.
- 4.72 If, following appraisal, it becomes clear that adjustments need to be made to the Pupillage process as it impacts on any Pupil, those adjustments should be made or, if applicable, put to the Executive Board for consideration.
- 4.73 The Head(s) of Pupillage and Heads of Practice Groups will monitor the appraisals so that Chambers is aware of the progress of all the Pupils and can identify where there might be emerging issues.
- 4.74 The appraisal process will be flexible so as to take into account Pupils' particular personal circumstances, career goals and training needs, and all reasonable adjustments will be made to the appraisal process in respect of any Pupils with a disability. Pupils can seek reasonable adjustments by speaking to their Pupil Supervisor.

(h) Withdrawal of Pupillage

4.75 Pupils may withdraw from Pupillage prior to its commencement or bring the Pupillage to an early termination during Pupillage on giving not less than 1 months' written notice to Chambers.

4.76 Chambers is entitled to withdraw the Pupillage prior to its commencement or to terminate the Pupillage with immediate effect at any time if:

- (a) The Pupil commits a serious breach of the BSB Handbook.
- (b) The Pupil is guilty of a serious or persistent breach of Chambers' policies, procedures or codes of conduct applicable to them.
- (c) The Pupil is 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).
- (d) The Pupil fails to meet the minimum attendance or other regulatory requirements of the BSB for commencing or completing the non-practising or practising periods of Pupillage training.
- (e) During the practising period of Pupillage, the Pupil ceases to hold a valid practising certificate.
- (f) The Pupil's 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.
- (g) The Pupil's immigration status means they cease to be eligible to undertake or complete the Pupillage.
- (h) The Pupil is guilty of any gross default or misconduct including negligence in connection with or affecting the business of Chambers or any member of Chambers or client or customer of Chambers

4.77 A decision to terminate Pupillage will be made by the Head(s) of Pupillage, after discussion with the Head of the relevant Practice Group. The Pupil will be immediately notified in writing of the decision, the reasons for it and the Pupil's opportunity to appeal it. Upon the written reasons being sent to the Pupil, their Pupillage (and any award or guaranteed earnings above the minimum amount set by the BSB) will be suspended.

4.78 The appeal process will be as follows:

- (a) If the Pupil wishes to appeal the decision, they will write to the Heads of Chambers within 7 days of receiving the written reasons. The Pupil will outline the reasons why their Pupillage should not be terminated.
- (b) If, after 7 days, the Pupil has not indicated in writing a wish to appeal the decision, their Pupillage will be terminated. If they have indicated in writing a wish to appeal, the suspension of their Pupillage (and any award or guaranteed earnings above the minimum amount set by the BSB) will continue until the appeal process is concluded.
- (c) The Executive Board will appoint a panel to hear the appeal, which will include members from the Pupil's Practice Group. The number of panel members will be no less than 5 and no more than 7 in number and shall include at least one member of the Executive Board.
- (d) The appeal hearing will take place no later than 7 days after the Pupil's letter to the Heads of Chambers is received.
- (e) In advance of the appeal hearing, the panel will be given the written reasons for termination and the Pupil's letter to the Heads of Chambers.
- (f) During the appeal hearing, the Head(s) of Pupillage, Head of Practice Group and Pupil will have the opportunity to address the panel (in person or by telephone/video link) and the panel will have the opportunity to ask them questions. If the Head(s) of Pupillage or Head of Practice Group are not able to attend (in person or remotely) owing to exceptional circumstances, they may nominate another senior Member of Chambers to attend on their behalf.
- (g) Following the appeal hearing, the panel will make a recommendation to the Executive Board as to whether the Pupillage should be terminated. It shall then be a matter for the Executive Board to decide, in its absolute discretion, whether or not to terminate the Pupillage. The Executive Board will notify the Pupil of the outcome of the appeal within 7 days of the appeal hearing.
- (h) If the Pupil's appeal is unsuccessful, their Pupillage will be immediately terminated. If the Pupil's appeal is successful, their Pupillage will continue and they will be reimbursed any award or guaranteed earnings lost during the appeal process.

4.79 Chambers may also withdraw or terminate 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 Pupillage. If, during Pupillage, Chambers ceases to be able or authorised to take Pupils, Chambers will promptly notify the BSB. In that event, the Head of Pupillage will support the

Pupil to the best of their ability to identify another set of chambers where they can complete their training and secure continuation of their pupillage.

(i) Use of Pupils

- 4.80 If a member of chambers wishes to have the assistance of a Pupil for a piece of work, they will make a prior request by email to their Pupil Supervisor. If the Pupil Supervisor is not available, the request will be made to the Head of Pupillage or to the Practice Manager for the Pupil's Practice Group. Under no circumstances will a request be made directly to a Pupil.
- 4.81 In the pupil's non-practising period, the clerking team / Practice Managers shall liaise with a Pupil's current Supervisor before offering a Pupil for work, or accepting work for a Pupil and before discussing potential work with the Pupil. This includes noting briefs.
- 4.82 Where possible, the request should be made in relation to a Pupil working in the same Practice Group as the member making the request. Where that Practice Group does not have a Pupil, or the Pupil of that Practice Group is not available, the request can be made in relation to another Practice Group's Pupil.
- 4.83 Pupil Supervisors will use their discretion in relation to requests made of Pupils. In exercising their discretion, they will take into account the Pupil's existing workload and the educational or training benefit to the Pupil of the requested assistance. Work from the Pupil's Practice Group will be given priority over work from other Practice Groups in Chambers.
- 4.84 Any request made of a Pupil contrary to this provision should be referred to the Head(s) of Pupillage, who may in their discretion refer the matter to the Executive Board. Any dispute over the use of Pupils should be reported to the Head(s) of Pupillage.

(j) Wellbeing and Support

- 4.85 Pupil Supervisors have overall responsibility for the welfare of their Pupil. They will take an active interest in the wellbeing of their Pupil, which will include (among other things):
- (a) Discussing in advance what is expected from Pupils in Chambers, in a conference, in court or in carrying out pieces of work.

- (b) Taking care to ensure that Pupils do not spend a disproportionate amount of their time and resources travelling to and from distant courts.
- (c) Ensuring during first six that, save for in exceptional circumstances, Pupils are not required to work late into the evening or on weekends.
- (d) Ensuring during second six that Pupils are given sufficient time out of court to prepare their own work and any additional work for the Pupil Supervisor or other members of Chambers such that, insofar as possible, they are not required to work late into the evening or on weekends.

4.86 Pupils will have a direct line to the Head(s) of Pupillage, Pupillage Secretary and their relevant Pupillage Officer to discuss any matters relating to Pupil Supervisors.

Working Hours

4.87 Chambers' core business hours are 8:30am to 6pm Monday to Friday (inclusive). There are no fixed training hours, but Pupils will be expected to be available for education and training for around 35 hours each week, save for periods when they are unable to work due to illness, injury or holiday.

4.88 Pupils may be invited to attend evening or weekend events relevant to their education and training, at their option. Any compulsory training which must unavoidably be organised in the evenings or on weekends will be flexible to the personal circumstances of the Pupil.

Absence from Work

4.89 Pupils are entitled to 20 days holiday plus bank holidays and any other days when Chambers is closed. Chambers' holiday year for Pupillage runs from 1st October to 30th September. Pupils should spread their holiday evenly between their "first six" and "second six" insofar as practicable.

4.90 Pupils should seek the approval of their Pupil Supervisor prior to the booking of any holidays. Before approving the holiday, the Pupil Supervisor will consult the relevant Practice Manager. Provided the timing of the holiday is not likely to prevent Chambers from carrying out its business effectively, approval is likely to be given.

4.91 Pupils in their "first six" who are unable to work due to illness or injury or other health reason will notify and update their Pupil Supervisor. Pupils in their "second six" will notify and update their Pupil Supervisor and Practice Manager. This includes the health of a child

or other dependant. Pupils will provide medical evidence (for example, a letter from their GP) to their Pupil Supervisor if they need to take more than 5 working days off in a row due to illness or injury or ill health.

4.92 Where a Pupil is unable to work for a prolonged period of their Pupillage, their Pupil Supervisor will make all reasonable adjustments to the training programme to enable the Pupil to meet the competencies in the Professional Statement. Pupils can seek reasonable adjustments by speaking to their Pupil Supervisor. In exceptional circumstances, it may be necessary to extend the Pupillage, suspend and re-start it, or to terminate it. Where Pupillage is extended, Chambers will continue to pay the Pupil their award/guaranteed earnings during any period of extension. A Pupil whose Pupillage is suspended will continue to be paid at least the minimum award or guaranteed earnings set by the BSB until their Pupillage is re-started. Any decision to extend, suspend or terminate will only be made after discussion with the Pupil, and would be open to appeal through the Grievance Procedure or Termination Appeal Procedure (both set out elsewhere in this Chapter).

Chambers Buddies

4.93 Before Pupillage commences, each Pupil will be appointed a Chambers Buddy by their relevant Pupillage Officer. Chambers Buddies will be junior members of the Pupil's Practice Group, preferably within the first 5 years of their own practice. They will not be a member of the Pupillage Committee.

4.94 Chambers Buddies will provide confidential and informal support and advice to Pupils in relation to Chambers, Pupillage, work and wellbeing. The only circumstances in which a Chambers Buddy will disclose any issues raised by the Pupil is with the Pupil's consent or where the Buddy is obliged to under the BSB Handbook (for example, if the Pupil or another member of the Bar have committed serious misconduct) or where required by law. If a Buddy is obliged to report a matter to the BSB or to the police, they will also report that matter to the Head(s) of Pupillage.

4.95 After the Pupil's "first six", their relevant Pupillage Officer will decide whether to appoint a new Chambers Buddy for their "second six", and if so, who it will be. The Pupil's views on both points will be sought and taken into account.

4.96 Chambers Buddies will not provide a report to the Executive Board or sit on the interview panel for the Pupil's Tenancy application.

(k) Pupillage Complaint or Grievance Procedure

4.97 Pupils have a right to raise a complaint or grievance concerning their pupillage at any time.

Complaint or Grievance Not Concerning Pupil Supervisor

4.98 If the complaint or grievance does not relate to their Pupil Supervisor, the Pupil should raise it orally with the Pupil Supervisor. If possible, the Pupil Supervisor will resolve the matter immediately. Otherwise, the Pupil Supervisor will meet with the Pupil (in person or by telephone/video) to discuss the complaint or grievance, within 24 hours if practicable. After the meeting, the complaint or grievance should be resolved immediately in a manner agreed between the Pupil and Pupil Supervisor if possible.

4.99 The Pupil Supervisor will keep a written note of any meeting, including the complaint or grievance discussed and any resolution agreed. They will provide a copy of the note to the Head(s) of Pupillage and Pupillage Secretary within 24 hours of the meeting.

4.100 In the event that the complaint or grievance is resolved to the satisfaction of the Pupil and Pupil Supervisor, a record of the agreed resolution shall be signed by both and a copy provided within 24 hours to the Pupillage Secretary and the Head(s) of Pupillage by the Pupil Supervisor.

4.101 In the event that the complaint or grievance is not resolved to the satisfaction of the Pupil and/or the Pupil Supervisor, the matter shall be referred by whomsoever is dissatisfied within 24 hours to the Head(s) of Pupillage for resolution. The Head(s) of Pupillage shall investigate the complaint or grievance and offer the Pupil a meeting within 7 days of the referral. The meeting shall be recorded in writing and a note kept of the meeting.

4.102 In the event that the matter is not resolved by the Head(s) of Pupillage to the satisfaction of the Pupil and/or Supervisor, the matter shall be referred by way of an appeal to one of the Heads of Chambers for determination.

Complaint or Grievance Concerning the Pupil Supervisor

4.103 In the event that the complaint or grievance concerns the Supervisor, the Pupil shall raise the matter directly with the Head(s) of Pupillage. The Head(s) of Pupillage will

resolve the matter immediately if necessary (for example, if it relates to health, safety or wellbeing). Otherwise, the Head(s) of Pupillage will meet with the Pupil (in person or by telephone/video) to discuss the complaint or grievance within 7 days. After the meeting, the complaint or grievance should be resolved immediately in a manner agreed between the Pupil and Head(s) of Pupillage if possible.

4.104 The Head(s) of Pupillage will keep a written note of any meeting, including the grievance discussed and any resolution agreed.

4.105 In the event that the matter is not resolved by the Head(s) of Pupillage to the satisfaction of the Pupil and/or Supervisor, the matter shall be referred by way of an appeal to one of the Heads of Chambers for determination.

4.106 If the Pupil is unable to contact the Head(s) of Pupillage in relation to a matter that requires immediate resolution, the Pupil will instead contact the Heads of Chambers directly.

Appeal to One of the Heads of Chambers

4.107 One of the Heads of Chambers will be responsible for hearing the appeal. The remaining joint Head(s) of Chambers shall select a member of Chambers (not connected to the Pupillage Committee) to assist the Pupil in the preparation of their appeal, or by way of defence to an appeal by the Pupil Supervisor.

4.108 The Head(s) of Pupillage, Pupil Supervisor and Pupil shall provide the relevant Head of Chambers with a written statement of the complaint or grievance, its investigation and attempted resolution to date and proposal for ultimate resolution. If they cannot agree on a joint statement, they shall be at liberty to submit separate written statements, making clear the matters on which they disagree.

4.109 The relevant Head of Chambers shall conduct an appeal hearing within 7 days of the notification of the grievance procedure appeal if at all practicable, but in any event no later than 14 days after notification of the complaint or grievance procedure appeal. If the relevant Head of Chambers is unable to attend the appeal hearing owing to exceptional circumstances, they may secure the attendance of another senior member of Chambers (who must be a K.C. or more than 20 years call) in their place.

4.110 The result of the appeal shall be notified in writing within 7 days of the hearing of the appeal to the Pupil, Pupil Supervisor, Pupillage Secretary and Head(s) of Pupillage.

4.111 In the event that the Pupil is dissatisfied with the decision or resolution proposed by the relevant Head of Chambers, the Pupil shall be referred to the BSB and be provided with every assistance by way of written documentation of the complaint or grievance process, appeal hearing and relevant contact.

Other Methods of Raising a Complaint or Grievance

4.112 Where issues cannot be resolved internally or Pupils would prefer to discuss any concerns with someone outside of Chambers, the following sources of help and advice are available to them:

- (a) The Bar Council Pupils' Helpline, which provides confidential advice and support to Pupils by email or telephone.
- (b) The Bar Council Equality & Diversity Helpline, which offers confidential equality and diversity advice to all Pupils and members of the Bar about any equality and diversity, parental leave or bullying and harassment issue.
- (c) The Education Officer within their Inn of Court.
- (d) The LawCare Helpline, which is a free and confidential advisory service to help lawyers, their immediate families and their staff to deal with the health issues and related emotional difficulties that can result from a stressful career in the law.
- (e) The Bar's Wellbeing website offers advice, guidance and a range of contacts on a range of specific issues relating to mental health and wellbeing at the Bar, including support for students and Pupils.
- (f) Where internal procedures are not successful, a formal complaint can be pursued with the BSB.

(I) Pupillage Funding

4.113 The Award amounts and funding arrangements for each Pupillage will be set by the Heads of Practice Group and notified to the Pupillage Committee before recruitment for the Pupillage begins.

- 4.114 All Pupils will be paid no less than the minimum amount specified by the BSB. For the period 1 January 2024 to 31 December 2024, the minimum amount is £23,078 for 12-month Pupillages in London.
- 4.115 The 36 Group consistently offers Pupillage awards which are higher than the BSB minimum for pupillage. Different Practice Groups within chambers offer different awards.
- 4.116 Pupils are paid in monthly instalments. Throughout the First and Second Six pupils receive their award and any guaranteed earnings in 12 equal monthly instalments.
- 4.117 Pupils are able to make a request for up to £10,000 of the grant component to be paid to them during the 12 months prior to pupillage commencing. If such a request is made and approved, the Pupil enters into a separate contract in relation to this which specifies the terms on which the payment is made. Early drawdown is ordinarily paid in 12 equal instalments from a date 12 months prior to pupillage commencing unless otherwise agreed by the Finance Committee.
- 4.118 The terms of the Award, including the availability of advances will be set out clearly in the Pupillage Agreement.
- 4.119 The Awards are intended to cover Pupils' ordinary travel and other out of pocket expenses. Additional travel or other out of pocket expenses may be paid at Chambers' discretion in circumstances where Pupils are incurring expenses which are out of the ordinary, whether because of the work being undertaken by them or by reason of their own circumstances, whether for reasons of disability or some other reason. Pupils should discuss this with their Pupil Supervisor in the first instance, or may raise it with the Head of Pupillage at any time.

Repayment

- 4.120 Chambers will not seek or accept repayment of any of the award paid to Pupils, before or after they cease to be a Chambers Pupil, save in the case of misconduct on the part of the Pupil.

Transparency

- 4.121 Chambers' Pupillage advertising material will clearly set out Chambers' Pupillage funding arrangements, including the Pupillage award amount and arrangements for expenses.

4.122 Upon making an offer of Pupillage, Chambers will send the prospective Pupil the Pupillage Agreement, so that Pupils understand Chambers’ funding arrangements before accepting the offer of Pupillage.

(m) Record Keeping

4.123 The Chief Operating Officer will maintain the following data and records for at least 5 years:

- (a) Training records and outcomes for Pupils.
- (b) Training records for Supervisors and recruitment panel members.
- (c) Recruitment records (advertisements, application process, selection criteria, assessor records).
- (d) Pupillage Agreements.
- (e) Diversity data for Pupils (comparing applications, interviews offered, Pupillage offers made, places taken up and progression to Tenancy) and the action that Chambers has taken following review of the data.
- (f) Complaints/grievances, analysis and action taken.
- (g) Pupil feedback, analysis and action taken.
- (h) Policies related to Pupillage.

4.124 Pupils will also retain their training records for at least 5 years.

(f) Record Keeping and Review

4.125 The Chief Operating Office will maintain the following data and records for at least 5 years:

- (i) Recruitment records (advertisements, application process, selection criteria, mark sheets).
- (j) Complaints/grievances.
- (k) Equality and Diversity monitoring data from the recruitment process.

The Chief Operating Officer will collate Equality & Diversity data from the selection process and send it to the Pupillage Committee.

Annex 1: Criteria for pupillage selection round 2025

The following criteria are applicable to each pupillage offered through the Gateway for the 2025 pupillage round. Each Practice Group has its own mark scheme reflecting the different emphasis placed on each of the criteria in the work of the respective Practice Groups. The mark schemes for each Practice Group will be published separately.

Some of the criteria will be assessed by questions raised on the application form, others will be assessed during interview. Some of the criteria may be assessed both during the marking of the application form and during the interview.

Additional questions raised on the application form are for the purposes of assessing the extent to which the candidates meet these criteria.

At the application form stage, candidates are assumed to have ethical integrity unless there is conclusive evidence otherwise. Ethical integrity is specifically assessed through questioning in interview.

Mitigating factors may be taken into account when deciding whether to interview a candidate who would otherwise not score highly enough to be offered an interview but are not specifically marked.

A candidate's score on their application form is not taken into account during the interview process when deciding whether to offer a further interview or deciding whether to offer pupillages

	Selection Criteria	Application form	Interview
1.	Academic attainment	Y	N
2.	Analytical skills	PG dependent	PG dependent
3.	Interpersonal skills	PG dependent	Y
4.	Written communication / advocacy	Y	PG dependent
5.	Oral communication / advocacy	N	Y
6.	Commitment and motivation	PG dependent	PG dependent
7.	Resilience This includes but is not limited to factors such as working under pressure, courage and perseverance.	PG dependent	PG dependent
8.	Overcoming adversity	Y	N
9.	Ethical integrity	Y	Y



PUPILLAGE CONTRACT

Pupil's full name

Pupil's address/email

Date

We are delighted that you have accepted our offer of pupillage at The 36 Group ("**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 (13 March 2023, 26 pages)
- The Bar Qualification Manual:
<https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual.html>
- The Professional Statement for Barristers (20 March 2022, 36 pages)
- 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. These will be made available to you. 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(s) of Chambers on behalf of Chambers. All subsequent references in this agreement to "Chambers" shall be deemed to include a reference to the Head(s) of Chambers.

The Heads of Chambers at the commencement of your pupillage are Christopher Donnellan KC and Will Tyler KC.

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

1.1. 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 1 October 2024;

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 practising period; and

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

3. SUPERVISION AND TRAINING

3.1. Your pupil supervisor who will supervise you upon the commencement of your pupillage for a three-month period and subsequent pupil supervisors for your pupillage will be confirmed not less than 21 days prior to the commencement of your pupillage.

3.2. The Head of Pupillage during your pupillage year will be Marisa Allman, whose contact details are Mallman@36family.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 the pupillage or provide additional training or remedial work to enable the pupil to attain the required level of competency. Where there are extenuating circumstances Chambers is likely to take the latter course and extend the first six. Chambers will continue to pay the pupil the same level of pupillage award during the extension period.
 - 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 practising 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. Chambers will have the right to terminate the pupillage or provide additional training or remedial work to enable the pupil to attain the required level of competency. Where there are extenuating circumstances Chambers is likely to take the latter course and extend the second six. Chambers will continue to guarantee the pupil's monthly earnings to the second six level during the extension period.
- 3.5. A written description of Chambers' Training Programme for your Practice Group, which is designed to enable you to meet the competences in the BSB's Professional Statement will be provided to you during induction.
- 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.
- 3.7. The BSB ethics exam is free of cost for the first two attempts. If, however, any further attempts are needed, there is a cost of £832. In the event that a third

attempt is required, and if this falls within your pupillage, Chambers will have the discretion to make a contribution towards that cost on receipt of a written application setting out any circumstances relevant to previous attempts being unsuccessful and reasons for the application, to the Finance Committee, via the COO.

4. EXPECTED TIME COMMITMENT

- 4.1. Chambers' core business hours are 9am to 6pm 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 around 35 hours each week, save for periods when you are unable to work due to illness injury or holiday.
- 4.2. You may be invited to attend evening or weekend events relevant to your education and training at your option. Any compulsory training which must unavoidably be organised in the evenings or on weekends will be flexible to your personal circumstances.

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 fair allocation of work will be provided to you on induction.
- 5.2. Chambers will ensure that each of your pupil supervisors will have been appropriately trained in accordance with the BSB's requirements and will be registered as pupil supervisors 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 practising 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 supervisors 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.
- 5.5. 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. You are required to familiarise yourself with the obligations on barristers to keep client affairs confidential, and to treat any client information or personal data accordingly, including where such information or data is given to you by your supervisor or another members of Chambers in order to provide you with education and training opportunities.

- 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(s) of Chambers;

6.2.6. prior to starting the practising period of your pupillage, you have:

6.2.6.1. registered with the Information Commissioner's Office;

6.2.6.2. been called to the Bar; and

6.2.6.3. obtained a provisional practising certificate from the BSB.

6.2.7. 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(s) of Chambers.

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.

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 £[TBC] (the “**Award**”).

7.2. The Award includes £amount of guaranteed earnings during the second six months of your pupillage.

7.3. You may request advances on account of the Award of up to £10,000 to be paid to you in the 12-month period before your pupillage commences. If Chambers makes such advances:

7.3.1. they will be paid in 12 equal monthly instalments unless otherwise agreed.

7.3.2. advance payments will cease and you will be required to repay any sums paid to you on account of the Award if:

7.3.2.1. you fail to complete the vocational component of Bar training (or Bar Transfer Test, if required);

7.3.2.2. Chambers terminates this agreement in accordance with clause 11.2;

7.3.2.3. you withdraw from the pupillage prior to its commencement;

7.3.2.4. you terminate your pupillage before its end date without Chambers’ agreement.

7.3.3. any sums you are required to repay to Chambers in accordance with clause 7.3.2 shall be recoverable by Chambers from you as a debt and Chambers will determine when, how and upon what terms any

repayment is to be made, having due regard to the circumstances which have given rise to the obligation to repay; and

- 7.3.4. advance payments on account of the Award will also cease in the event that Chambers withdraws your offer of pupillage pursuant to clause 11.3.
- 7.4. The Award (or the balance of the Award if advances are paid to you under clause 7.3 above) will be paid as follows:
 - 7.4.1. £xxx amount will be paid in six equal monthly instalments from 1.10.24 to 31.03.25 date (inclusive), being the first six months of pupillage; and
 - 7.4.2. £xxx amount will be paid in six equal monthly instalments representing a combination of pupillage award and guaranteed earnings from 1.4.25 – 30.09.25, plus any sum payable to you in that month for income received on work done which exceeds the sum of £[guaranteed earnings for the month] in accordance with paragraph 8.3 below;
- 7.5. The instalments of the Award and any other amounts will usually be made by electronically direct into your bank or building society account on or around the first working day of each month in advance.
- 7.6. The person responsible for administering Award payments is Rowan Caffull (Chief Operating Officer) whose email address is rowan@36group.co.uk.
- 7.7. The Award will be reduced pro rata:
 - 7.7.1. in relation to any period during which you are doing a period of pupillage at another Authorised Education and Training Organisation; and
 - 7.7.2. 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 (please see para 7.2 above).
- 8.2. Chambers operates a central fees account for handling payments to all Members and you agree that your earnings will be paid by clients into that account before being distributed to you either on a monthly or a fortnightly basis.

- 8.3. If, in any particular month, payments received in respect of paid work you undertake for clients exceeds that month's instalment of guaranteed earnings, you will receive from Chambers the payments received into the fees account on your behalf, but no instalment of the Award shall be paid in that month.
- 8.4. Following the completion of pupillage:
- 8.4.1 if the total of payments made by clients into the central fees account in respect of work done by you during your practising second six months of pupillage exceeds the guaranteed earnings element of your Award, Chambers shall be entitled to recoup from you any part of the Award paid to you during the second six months by Chambers;
- 8.4.2 if the total of payments made by clients into the central fees account in respect of work done during your practising second six months of pupillage does not exceed the guaranteed earnings element of your Award, Chambers shall be entitled to recoup from you the difference between the aggregate total (i.e. that paid by clients plus payments by way of the Award) and the guaranteed earnings;
- so that in respect of the practicing second six months you will always retain the greater of:
- 8.4.3 the amount paid by clients to you; and
- 8.4.4 the guaranteed earnings element of the Award.
- 8.5. In the case where earnings in respect of work done during your second six months of pupillage are not actually paid by the client until after completion of pupillage,
- (i) receipts into the central fees account post-dating the conclusion of your pupillage will be governed by the then current Chambers funding arrangements under the Chambers' Constitution if you are taken on as a tenant, OR
- (ii) if you are not taken on as a tenant, any amount rendered to you by Chambers in respect of such receipts which means that the total of payments made by clients into the central fees account in respect of work done by you during your practising second six months of pupillage exceeds the guaranteed earnings element of your award will be paid to you at the end of the month in which they are received in accordance with Chambers' normal fee distribution process

9. EXPENSES

Chambers' policy on reimbursing expenses for travel and the cost of compulsory courses and examinations required by the BSB during the pupillage year is that your award is intended to cover your ordinary travel and out of pocket expenses. Additional travel or other out of pocket expenses may be paid at Chambers' discretion in the circumstances outlined in the Pupillage Policy at §4.117

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 at any time 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 practising periods of your pupillage training;
 - 11.2.5. during the practising period of your pupillage you cease to hold a valid practising 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.
- 11.2.8. You are in gross default or misconduct including negligence in connection with or affecting the business of chambers or any member of chambers or any client or customer of chambers.
- 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).
- 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

There is no guarantee of a tenancy in Chambers at the end of your pupillage. Our Pupillage Policy provides that save in exceptional circumstances, all pupils will be invited to apply for tenancy. All pupils will be considered on their merits for any tenancy. You will be provided on induction with a copy of the Membership Recruitment Policy which sets out the process for an application for Tenancy and consideration of such application by Chambers.

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

14.1. 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.

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

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

15. GOVERNING LAW

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

15.2. Save as provided in clause **Error! Reference source not found.** 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 the Chief Operating Officer Rowan Caffull within 7 days.

On behalf of The 36 Group, 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

1. Pupillage Policy; incorporating
 - Absence from training policy
 - Complaints and grievances policy
 - Reasonable adjustments policy
 - Disciplinary policy
 - Training policy.
 - Recruitment to tenancy from pupillage
2. Anti-harassment policy
3. Fair Allocation of Work Policy
4. Parental Leave policy.

Work Evaluation Form

Please use this form to evaluate any substantial pieces of work completed by a pupil.

The information provided will form part of the tenancy process at the end of pupillage. Where areas for improvement are noted, they will be addressed in future appraisals and training with the pupil.

Please include any feedback, positive or negative, that you think is relevant. It may be helpful to consider the “*barristers’ distinctive characteristics*” set out in the BSB’s Professional Statement and Competences, against which pupils are required to be assessed. These include, for example:

- Legal knowledge, research and analytical skills
- Drafting, advocacy and negotiation skills
- Good judgement and preparation
- Appropriate conduct in court, conference and Chambers
- Honesty, integrity and independence

Member of Chambers	
Pupil	
Date(s) of work	
Brief description of work	
What did the pupil do well?	
What could be improved?	
Any other comments	

Please submit this form to the pupil’s Pupil Supervisor and the relevant Pupillage Officer. The Pupillage Officers for each Practice Group are as follows:

- Crime: James Bide-Thomas
- Family: Gwynfor Evans
- Stone: Moeiz Farhan
- Public & Human Rights: Jane Elliott Kelly

Pupil Appraisal Form

Please use this form to record pupils' formal appraisals at 3 months, 6 months and 9 months.

Pupils and their Supervisors are encouraged to review this form and the BSB Professional Statement in advance of each appraisal so that it is as productive as possible.

The purpose of appraisal is:

- To ensure that Pupils understand the progress they are making and the areas for development.
- To provide an opportunity for Pupils to give feedback on their progress, the work they have done and the way they are being supervised.

The information provided will form part of the tenancy process at the end of pupillage and may be used to inform future training and changes to the pupillage programme.

Pupil Supervisor		
Pupil		
Date		
Discussion of Pupil's Interests and Aspirations		
Main areas of interest		
Goals for pupillage		
Career goals		
Feedback	Pupil Supervisor Feedback	Pupil Feedback
Workload		
Quality of work completed		
Whether work seen/carried out has offered sufficient learning opportunities		
Whether pupil is receiving sufficient feedback for work completed		
Split between core area and secondary area(s)		
Advocacy training programme		

Conduct in court, conference and Chambers		
Relationship with members of Chambers and clerks		
Wellbeing and support from Chambers		
BSB Professional Statement and Competences		
Are there any competences listed that are not yet met?		
If so, what experience or training is needed to meet them?		
Any other training ideas or requirements		
Any Other Comments		
From Supervisor		
From Pupil		

Please submit this form to the Pupillage Officer for your Practice Group:

- Crime: James Bide-Thomas
- Family: Gwynfor Evans
- Stone: Moeiz Farhan
- Public & Human Rights: Jane Elliott-Kelly

The 36 Group Pupillage Committee Register

September 2024

Name	Role	Practice Group	Email
Marisa Allman	<i>Head of Pupillage</i>	Family	MAllman@36family.co.uk
Rowan Caffull	Chief Operating Officer	N/A	rowan@36group.co.uk
Catriona MacLaren	Pupillage Secretary	Family	cmaclaren@36family.co.uk
Gwynfor Evans	Pupillage Officer	Family	gevans@36family.co.uk
Moeiz Farhan	Pupillage Officer	Stone	MFarhan@36stone.co.uk
James Bide-Thomas	Pupillage Officer	Crime	Jbide-thomas@36crime.co.uk
Jane Elliott-Kelly	Pupillage Officer	Public	jelliott-kelly@36public.co.uk
Mary Prior KC	Head of Team	Crime	MPrior@36crime.co.uk
Karen Reid Eric Fripp	Heads of Team	Public	kreid@36public.co.uk efripp@36public.co.uk
Hannah Markham KC	Head of Team	Public	hmarkham@36family.co.uk
Charles Debattista Rachel Toney	Heads of Team	Stone	cdebattista@36stone.co.uk rtoney@36stone.co.uk



Confidentiality Agreement

1. This Agreement is made between;

1.1 The 36 Group Limited under company number 03014555 whose registered office is at 4 Field Court, Gray's Inn, London, WC1R 5EF **(the Discloser);**

1.2 All registered Members of The 36 Group Chambers **(the Discloser);**

1.3 [Party Name, Party Address] **(the Recipient)**

2 Agreement

2.1 The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of [the mini-pupillage / work experience] (the Purpose).

2.2 The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.

2.3 The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party (except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2).

2.4 The undertakings in clauses 2.2 and 2.3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to: a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

2.5 Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

2.6 The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.



2.7 Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

2.8 The undertakings in clauses 2.2 and 2.3 will continue in force indefinitely.

2.9 This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Name of Recipient:

Date:

Signature of Recipient: