

PUPILLAGE POLICY

Introduction

We are a leading commercial chambers comprising 101 practitioners, 35 of whom are King's Counsel. Barristers act as specialist advocates and advisers in a wide range of commercial disputes worldwide. Members are consistently recommended for all types of commercial disputes, often with an international element.

The reputation of Chambers is particularly strong in relation to commercial fraud, construction, costs and litigation funding, disciplinary and regulatory issues, insurance, international arbitration and commercial disputes, professional liability, public international law and sports. Chambers' expertise in professional liability covers the full range of claims against professionals, not just for negligence but for fraud, breach of fiduciary duty and breach of trust.

The Pupillage Recruitment Committee comprises Clare Dixon KC, Charles Phipps, Michael Bowmer, Miles Harris, Thomas Ogden (Chair), Christopher Greenwood, Benjamin Fowler, Anthony Jones, Peter Marcos, Theo Barclay (Deputy), Mark Cullen, Diarmuid Laffan, Simon Teasdale, William Harman (Head of Training), Samuel Cuthbert, Melody Hadfield, Anson Cheung, Hannah Daly, Alex Forzani, Will Birch and Lizzy Stewart. When seeking to communicate with the Committee or in relation to pupillage matters generally, please do so in the first instance via the email address pupillage@4newsquare.com rather than direct to individual members' email addresses. Our Pupillage Coordinator, Maria Lawson-Murray, will deal with your enquiry or pass it on to the relevant member(s) of the Committee.

Chambers CEO and Senior Clerk is Lizzy Stewart.

4 New Square supports and adheres to the Bar Standards Board ("BSB") Code of Conduct, the Equality and Diversity Rules, the Bar Qualification Rules, Bar Qualification Manual and other regulatory provisions concerning pupillages applicable from time to time.

Chambers is committed to the BSB's principles of Flexibility, Accessibility, Affordability and High Standards.

A. Pupillage Recruitment

1. The responsibility for pupillage recruitment rests with Chambers' Pupillage Recruitment Committee.
2. All mini pupils, pupils, tenants and staff are selected on merit alone, irrespective of sex, race, age, disability, sexual orientation, religion or belief, and we encourage applications from groups which are under-represented in Chambers. We will make reasonable adjustments for disabled candidates; any applicant who wishes to

request that reasonable adjustments be made in relation to an application for pupillage should indicate their requirements on the Reasonable Adjustments Form.

3. To assist us in considering applications, 4 New Square uses the Rare [Contextual Recruitment System](#) (CRS). The CRS helps us to understand each applicant's achievements in the context that they have been gained. We understand that candidates' achievements may not be fully understood on paper, and we want to recruit the best people, regardless of their background. We ask applicants to share this information so that their application can be reviewed in the context of their socio-economic background (e.g. so we can consider whether a candidate has overachieved in light of their wider personal circumstances). The CRS is a 'screen in' tool, not a 'screen out' tool, and under no circumstances are candidates ever marked down for supplying or not supplying this information.
4. Applicants are also asked to complete an equal opportunities monitoring questionnaire (in accordance with the BSB's Equality and Diversity Rules), which is used for monitoring purposes only and is not considered by the Recruitment Committee in the course of the pupillage or mini pupillage application process.
5. Chambers is a member of the Pupillage Gateway. For information regarding applications and deadlines, please visit the Pupillage Gateway website.
6. Chambers will consider deferring (e.g. an application in 2027 for a pupillage commencing in 2029, rather than 2028) or bringing forward (e.g. an application in 2027 for a pupillage commencing in 2027, rather than 2028) the start of a successful applicant's pupillage.

B. Criteria for pupillage

7. In considering prospective candidates for pupillage or mini pupillage, we concentrate on four criteria.
 - The requisite intellectual ability, as distinct from pure legal knowledge. At this stage, intellectual ability is usually measured by performance in university and school examinations, at interview and other experience. We may also require applicants to complete a piece of written work during the course of the selection process.
 - Potential as an advocate both in oral and written advocacy.
 - Personal qualities such as self-reliance, independence, integrity, reliability and the capacity to work effectively with clients, colleagues and Chambers' staff.
 - Motivation to succeed in a career at the Bar, including the steps taken to acquire the personal qualities required of a barrister.
8. Of these, we give the greatest weighting in our assessment process to intellectual ability.
9. The aim of our selection process is to allow candidates to show they meet a standard of excellence judged by our selection criteria. Our criteria are objective. The process focuses on your ability and aptitude, and our experience is that this is not pre-determined by the place that you studied, or the background that you come from.

We welcome applications from candidates from all backgrounds and from all universities. We have no preference as to whether graduates complete a first degree in law or another subject.

10. In assessing candidates against our criteria, we recognise that pupillage is itself a training process and that people follow different routes to pupillage and are often at different stages of their legal education. It is the potential of candidates we are concerned with. The aim of pupillage is to develop talent so that pupils go on to succeed as tenants in our chambers.

C. Mini pupillages

11. Mini pupillages are offered in either the Summer (usually July or September) or Winter (usually December or January). Applications for mini-pupillage must be made on Chambers' own mini-pupillage application form, which is available to download from our website. Details of application deadlines are set out on the "Mini-Pupillage" page of the 4 New Square website. As with applications for pupillage, we will make reasonable adjustments for disabled candidates.
12. Chambers offers a limited number of mini-pupillages each year. The purpose of our mini-pupillages is to offer those considering a career at the Bar and/or those who specifically intend to apply to Chambers for pupillage, an opportunity to experience life at the Bar and life at Chambers. Chambers recognises that the prospective mini-pupils are likely to be at an earlier stage of their legal education and accordingly applications are not subjected to the same degree of assessment as for pupillage. However, mini-pupillage is considered to be a pre-cursor to any pupillage application that may be submitted by a mini-pupil in the future. Accordingly, all applications are assessed broadly in accordance with the criteria that we apply to pupillage applications. Of these we again weight intellectual ability more heavily than the other criteria. Taking these factors into account we expect an applicant for a mini-pupillage to have a real prospect of subsequently being selected for a first round interview for pupillage (assuming their education/qualification/career continues along existing lines).
13. Mini-pupils are assessed during their time at Chambers and this assessment is considered in respect of any pupillage application that may be submitted in the future.
14. For mini-pupils based outside London we reimburse reasonable domestic travel and accommodation expenses up to £350 on production of receipts.

D. Pupillages offered by 4 New Square Chambers

15. We expect Chambers primary source of tenants to be our own 12 month pupils.
16. It is our hope and expectation that each of our 12 month pupils should reach the required standard for tenancy. Providing they meet our standards of excellence, all pupils have an equal chance of obtaining tenancy and pupils do not compete with each other or for space in chambers. Accordingly, tenancy opportunities are equal in each year no matter how many pupils are selected. Experience also shows that the

number of junior tenants recruited in any year does not affect the prospects of those tenants developing a successful practice.

17. Our tenancy decision is taken at the conclusion of nine months of pupillage, i.e. at the end of June or in early July each year. The decision is taken by Chambers as a whole following the provision of a report and recommendation from the Recruitment Committee.
18. As indicated above, we recruit our tenants by reference to objective standards. Any pupil who reaches that standard is made an offer of tenancy. No regard is taken of availability of work or accommodation in Chambers.
19. The recruitment or potential recruitment of second six month pupils or probationary tenants does not affect the tenancy prospects of our 12 month pupils.
20. Our pupillages for the pupillage years 2026/2027 will each carry an annual award of £90,000. £10,000 of the award will be paid to successful candidates on their acceptance of an offer of pupillage with us and a further £20,000 of the award can be drawn down during the year prior to pupillage. Pupils are allowed to keep any earnings from their second six months. No expenses or fees are payable to Chambers in respect of earnings in the second six months of pupillage.
21. Pupils are expected to pay for their own travel within London and whenever travelling on their own account. Pupils will be reimbursed by Chambers for the cost of travel, accommodation and reasonable subsistence expenses outside London (save when such cost is incurred in their second 6 months on their own account).
22. Pupils are provided with the opportunity to purchase and be reimbursed for the Pupillage Ethics Exam study materials. These can be purchased from The Inns of Court College of Advocacy.
23. The latest version of the Chambers' contract with pupils ("the Pupillage Agreement") can be viewed [here](#). It is amended and revised as necessary each year. The Pupillage Agreement sets out the respective obligations of pupils and chambers. Among other things, it is a condition precedent of any offer that pupils provide documentary evidence of the satisfactory achievement of the academic and vocational stages of their training and certain other matters prior to the commencement of pupillage. If prior to the anticipated commencement date of your pupillage a pupil fails to pass the vocational component of Bar training (or, where applicable, the Bar Transfer Test), offers of pupillage will be automatically withdrawn.
24. We very occasionally offer second six month pupillages but this is exceptional and is not part of our standard recruitment policy. Any applications should be submitted directly to the Recruitment Committee by letter and completed application form, and candidates should seek to demonstrate that they meet or exceed our objective standard of excellence expected from pupils at that stage of the year, i.e. the standard to be expected after 6 months of pupillage.
25. Our own 12 month pupils are the primary pool from which we recruit. However, Chambers may decide whether it wishes to consider applications from exceptionally well-qualified probationary tenants. It will not necessarily do so. If it does,

consideration of such applications will normally take place in June/July. The decision to offer a probationary tenancy does not impact upon the tenancy decision in relation to our 12 month pupils. In the event that applications are to be considered, candidates for probationary tenancies should apply by letter and CV directly to the Pupillage Recruitment Committee (bearing in mind the contents of our application form for pupillage), and should seek to demonstrate that they meet or exceed our objective standard of excellence expected from pupils seeking tenancy at that stage of the year, i.e. the standard to be expected after nine months of pupillage.

E. Pupillage at 4 New Square Chambers

26. This section of the Pupillage Policy is only applicable to 12 month pupillages. Second 6 month pupillages and probationary tenancies are designed according to the individual's circumstances applicable at the time and will be individually agreed with each pupil.
27. We want our pupils to succeed and feel supported at all times. Pupillage is not intended to 'trip people up' or to be a 'survival test'. The aim of pupillage at 4 New Square is to allow fair, effective and transparent assessment of pupils with a view to whether they should be offered a tenancy. In addition, pupillage should assist pupils in obtaining and evidencing that they have (at the very least) met the Threshold Standard and Competences required by the Bar Standards Board's Professional Statement for Barristers. Chambers' Training Programme documents explain how the training provided by Chambers during pupillage (assessed and unassessed) seeks to address the various competences required of pupils in order to assist pupils to obtain them and also to equip supervisors (or if necessary the Pupillage Recruitment Committee Chair) to consider if they can sign the Certificate of Satisfactory Completion of Pupillage on an informed basis.
28. Prior to commencing pupillage:
 - Pupils will be provided with the Policies set out in Appendix 1 of the Pupillage Agreement which they are required to read before commencing pupillage;
 - Pupils will be asked (in confidence) to inform their first supervisor, the Head of the Pupillage Recruitment Committee, and the CEO of any personal circumstances they believe may require reasonable adjustments to be made by Chambers and/or to be taken into account so as to ensure effective and fair account in their training and assessment (e.g. a disability, childcare or caring responsibilities). The intention of this is to ensure that reasonable adjustments are made to the Training Programme and assessments to ensure they are fair, effective and consistent with the principles governing training of pupils, including in particular flexibility and accessibility. The effectiveness of any measures agreed at the outset of pupillage should be reviewed regularly and at least at every informal and formal assessment and the Training Review Meeting.
 - Pupils will be invited to meet informally both with very junior tenants and (separately) with their pupil supervisor. This provides an informal way of introducing pupils to life in Chambers as well as a platform for answering any queries pupils have in advance of pupillage beginning.

29. On the commencement of pupillage, pupils will be also given an induction. This will include:
- Introductions by their pupil supervisor or a member of staff to as many of the members of chambers, clerks, administrative staff and receptionists as practicable.
 - A meeting with the Head of the Pupillage Recruitment Committee regarding the standards required by chambers and the training and assessment process. During this meeting consideration is given to key documents and policies, including the applicable Pupillage Policy, the Training Programme, and the Training Record template. The importance of the support mechanisms provided to pupils if they have any difficulties and how they operate will also be covered (see these mechanisms below). The other policies provided prior to commencement of pupillage will also be discussed and their significance explained. There will be ample opportunity for pupils to raise any queries arising from these policies or regarding pupillage at 4 New Square Chambers generally.
 - An IT and security induction provided by Chambers' IT Manager. The IT Manager will also ensure that pupils are provided with a dynamic set-up through Chambers IT department. Pupils are provided with Microsoft Surface Pro devices (not for personal matters) and mobile phones. For working in Chambers, they are provided with docking stations, multiple monitors and a landline telephone so that a comprehensive desktop experience is available to them.
 - Equality & Diversity Training.
 - GDPR Training.
 - AI training
 - An initial meeting with their first supervisor to discuss what the first few weeks of their training will involve.

Pupillage Supervisors and Pupillage Structure

30. Pupillage is split into three periods with three different pupil supervisors. The periods run (roughly) from October to December, from January to March, and from April to September. Each of the three periods is subject to formal review by each pupil supervisor (see below for further details).
31. The work that is undertaken by pupils will be primarily focused on Chambers' core work as described in the introductory paragraph of this document. In addition to this, pupils will be exposed to the other specialised practices of their pupil supervisors (for details in respect of working for other Members of Chambers, see further below).
32. Supervisors are all appropriately trained in accordance with the regulatory requirements from time to time. The Pupillage Recruitment Committee reviews and confirms the appointment of pupil supervisors on an annual basis. In selecting the supervisors responsible for training and assessing pupils each year, the Recruitment Committee will apply the following criteria: (i) excellence as practitioners, (ii) evidence of

ability and desire to devote time and attention to training and assessment, (iii) diversity and inclusion (iv) range and type of practice, (v) seniority and experience, and (vi) high standards of practice management.

33. At the outset of each seat (or as soon as the relevant dates are known) each pupil supervisor and pupil should draw up a timetable, using the Training Programme as a starting point, which identifies key events for the seat, such as moots, assessed work, BSB compulsory courses or Inns' advocacy training, and the dates on which the necessary preparation time will be provided by the pupil supervisor for any assessed activity. Similarly, pupil supervisors and pupils are encouraged to diarise the dates and times of regular feedback sessions (to take place within Chambers or other private environment) so as to ensure that that feedback is provided reasonably promptly. As required by the Training Programme, supervisors should seek to ensure that planning is flexible. . Whilst pupils will not normally be asked to do work for other Members (before the tenancy decision is made), where opportunities which have training value arise outside the supervisor/pupil relationship, they will be explored and where possible, taken so as to ensure pupils receive a full and enriching training.
34. Pupils will work as if their pupil supervisor's work was their own, and each piece of work they produce is to be discussed with their pupil supervisor, who will generally grade the work by reference to Chambers' mark scheme. Chambers' mark scheme provides a framework for supervisors to consider both how a pupil's work compares to Chambers' standard of excellence (with a view to a decision on tenancy) and how it compares to the Threshold Standard.
35. Pupil supervisors and pupils should discuss progress on an approximately monthly basis, using the standard forms prepared by Chambers, the Professional Statement, the Training Record template and the (no longer compulsory) pupillage checklist. The checklist will be adapted to reflect work in Chambers.

Reviews

36. At the end of (roughly) the pupils' first three months, second three months and third three months, the pupil supervisors will carry out an appraisal, feedback and assessment session with their pupil and a written report will then be prepared and provided to the Head of the Pupillage Recruitment Committee and CEO. The appraisal process should be a valuable opportunity to give structured and objective feedback to pupils which should lead to improved performance. It is also an opportunity for us to get feedback from pupils about how they see their role, the work they have done and the way in which they are being supervised. In order to assist with this process and to identify aspects that need to be brought up for discussion at the appraisal, pupils will be asked to complete a self-assessment form in advance of the appraisal meeting and the supervisor's written report. The written report that is then prepared by the pupil supervisor will be provided to the pupil for comment before it is sent to the Head of the Pupillage Recruitment Committee and the CEO. The relevant forms will be provided to the pupil by the Pupillage Coordinator and Head of Pupillage.
37. At these reviews, progress in relation to attaining the Threshold Standard and Competence must be considered. It should be noted that the marks given by supervisors in their written reports may not replicate the grades awarded for each piece of work. This is because at the review stage a judgment is made in the round, having

regard to all the circumstances during the time with the supervisor (including non-written aspects of a pupil's performance) and the standard of performance of the pupil at the time of the supervisor's written report. This may mean that overall end of 'seat' grades awarded by supervisors differ from grades which, for example, were awarded for pieces of work produced at an earlier juncture.

38. Following the review with the pupil supervisor, both the self-appraisal form and the pupil supervisor's written report will be passed to the Head of the Pupillage Recruitment Committee and CEO. Based on this information, a formal review will take place between the pupil, the Head of the Pupillage Recruitment Committee and the CEO. This is a valuable opportunity for pupils to discuss how they are doing, and where improvements need to be made. In the course of or following this meeting, the Head of the Pupillage Recruitment Committee will provide the pupil with a summary of the conclusions of the meeting. The meeting will also be used to assess a pupil's progress towards attaining the Threshold Standard and Competences and identify areas for further training towards their fulfilment in the coming weeks/months.
39. In addition to the above Formal Reviews, there shall be informal reviews (i) between supervisors and pupils and then (ii) between supervisors, pupils, the Head of the Pupillage and the CEO. These take place in the middle of each three month period that precedes the Formal Review and are intended to be less formal and less structured versions of the Formal Review Meetings. They are carried out to ensure that there is good communication between all concerned to ensure any issues are not just left until the end of a pupil's time with a particular supervisor.
40. Shortly after the tenancy decision, there shall be a Training Review Meeting attended by the Head of the Pupillage Recruitment Committee, the CEO, the pupil supervisor and the pupil. The aim of the Training Review Meeting is to plan in a structured way how the remainder of pupillage can be used generally but in particular to address any areas where further training is required for the pupil to attain the Threshold Standard and Competences. Chambers will, insofar as necessary and appropriate, show flexibility towards usual supervision arrangements to ensure that the pupils' training needs and interests are met. The Final Review Meeting is intended as a final check in that regard before the completion of pupillage.
41. As set out above, one of the aims of pupillage at 4 New Square is to train pupils generally and particularly with a view to assisting them in obtaining and evidencing that they have, at the very least, met the Threshold Standard and Competences required by the Bar Standards Board's Professional Statement for Barristers. The Training Programme documents set this out in detail. However, it will be seen that some of the training is referred to as unassessed: this means they are not taken into account as part of the evidence on which Chambers will decide whether or not an offer of tenancy should be made.

Additional Training

42. The unassessed training of our pupils is conducted under the supervision and direction of our Head of Training, presently William Harman. It will include:
 - a. Training in respect of pleadings (and possibly opinion writing) by some more junior members of Chambers (not by the pupil supervisors);

- b. An advocacy training workshop session in preparation for the advocacy assessment (see below). This training will be conducted either by other more senior Members of Chambers (but not the pupil supervisors) or if necessary, by an outside trainer. It will be before the first advocacy assessment.
 - c. Around the end of the non-practising period of pupillage, pupils will accompany the most junior members of Chambers to court in order to experience the type of work that they can expect to carry out in their second six months.
- 43. Pupils are expected to attend the training that is provided by the Inns (i.e., the Practice Management Course and advocacy training) and any other compulsory training.

Other Assessments

- 44. Pupils also do three pieces of time limited, assessed written work for a panel of other members of Chambers, of varying seniority, usually during the period from December to May. That work is then discussed by the pupil with the Panel member and that discussion forms part of the assessment. Panel members then provide feedback and complete an assessment form provided to the pupil, the pupil supervisor and the Recruitment Committee. Chambers will ensure time is created for assessed work to be carried out.
- 45. There will be two assessed advocacy exercises during pupillage. These are formally assessed pieces of work and the advocacy assessor (a Member of Chambers) will provide feedback to the pupils following the exercises. They can be classic moots based around an appeal on a point of law or more practical advocacy exercises intended to more closely reflect the early years of practice; in either event each pupil supports their submissions with a skeleton argument. The two assessed advocacy exercises are generally overseen by two Members of Chambers; a judge and an advocacy assessor. Performances will be considered at informal and formal reviews.
- 46. As set out in the Training Programme and above, it is important that training of pupils allows sufficient flexibility to ensure that valuable training opportunities are taken. However, all work done for the pupil supervisor is done as part of the pupil's essential training and assessment in pupillage. Moreover, any work given to a pupil other than by their pupil supervisor at any stage in pupillage must be done only with the agreement of the pupil supervisor and should be channeled through them. The pupil supervisor will liaise with the clerks and with the Chair of the Pupillage Recruitment Committee to determine the arrangements upon which any such work should be given to a pupil (including whether the pupil should be paid). Pupils will not normally be asked to do work for any Members of Chambers other than for their pupil supervisor and the panel work before the tenancy decision has been made.

Other Matters

- 47. During the course of the pupillage year there will be various social events with clients for the purposes of marketing. Pupils are invited to and are welcome at many of these events, but pupils' attendance or non-attendance is not something that is assessed or required. The ability to mingle with clients at these events is not assessed either. It is

recognised by Chambers that although it is important for pupils to feel part of Chambers in a social context and to meet clients, these gatherings can be difficult for pupils at an early stage. Pupils are encouraged to see these events as an opportunity to socialise with each other and with members of Chambers. We strive to provide a friendly and sociable atmosphere in which to work. Pupils are also involved in Chambers' internal social events. These events normally include Chambers evening events which may be ad hoc or planned, a Christmas and a summer party.

48. Pupils are expected to work hard during their pupillage. This is seen as essential preparation for full time practice as a barrister. Pupillage must be undertaken full time. The minimum number of hours each week should be 35 hours, and the maximum is 48 hours. It will soon be appreciated that most barristers work far longer hours than this. The pupil supervisor will specify the time that the pupil should arrive in Chambers and leave each day. Subject to special circumstances, which must be considered by the supervisor in accordance with the principles of flexibility and accessibility, this will generally be based on a nine hour working day with a one hour break for lunch.
49. If for a period of time a pupil takes sickness or other absence from training and is unable to attend for work, the pupil should notify the pupil supervisor and pupillage coordinator as soon as possible letting them know. If the pupil supervisor and pupillage coordinator cannot be contacted for any reason either or both the CEO or the Head of Pupillage Recruitment Committee should be informed. If the pupil has a period of absence from training as a consequence of which the pupil has not met the competences set out in the BSB's Professional Statement by their date of completion, an extension to their pupillage will be offered to enable them to do so. The Head of the Pupillage Committee and the relevant pupil supervisor will determine the impact of such an absence from training on the training programme and whether the period of pupillage needs to be extended so as to enable the pupil to meet the competences in the BSB's Professional Statement. If the pupillage is to be extended the BSB will be notified of the new date that the pupil will be completing pupillage by completing the Notification of material change in pupillage form.
50. Pupils are entitled to 25 days' annual leave to be taken in their 12 month pupillage. This does not include Bank Holidays but does include any period when Chambers may be closed. Holiday time should be agreed in advance between the pupil and the pupil supervisor, and in the practising six month period should also be discussed with the clerk.
51. Pupils are expected, unless otherwise told, to wear attire appropriate for a business environment at all times when in Chambers and always to have available in chambers attire appropriate for attendance at court.
52. Pupils are expected to conduct themselves professionally and courteously at all times during pupillage. and in accordance with all relevant Chambers' policies. Particular attention is to be given to the 4 New Square Drugs and Alcohol Policy.
53. Disciplinary Policy. Should a pupil fail to observe his or her obligations under the Pupillage Agreement, then it may be necessary for disciplinary action to be taken against the pupil. If so, that action will follow the Pupils Disciplinary Procedure, a copy of which is [here](#).

54. Appeal Procedure. If the Head of the Pupillage Recruitment Committee/the pupils supervisor for the time being refuses to sign a Certificate of Satisfactory Completion of Non-practising Pupillage or a Certificate of Satisfactory Completion of Pupillage there shall be a right of appeal against that decision. The procedure for that appeal appears [here](#).

F. Work in the second six months

55. Chambers places great importance on getting pupils into court in their practising six months (subject to approval of pupil supervisors and the Pupillage Recruitment Committee). This is important for assessment and for attaining the Threshold Standard and Competences.
56. For the most part, the work available to second six pupils is outside our core areas of work and comprises small claims, mortgage repossession hearings and road traffic hearings, and so on. Nevertheless, it provides very valuable court experience.
57. Each pupil will not generally be asked to do more than two court hearings per week unless expressly agreed with their pupil supervisor. This is to ensure that there is adequate time for the pupil also to concentrate on working with their pupil supervisor and completing any panel work requirements.
58. Where possible briefs are allocated on a rota basis (this will be dependent, for example, on the pupils' capacity and any express requests from instructing solicitors) to ensure that all pupils are given fair and equal access to all opportunities that are offered to pupils during pupillage. Allocation of work is monitored, and prompt action is taken where necessary.
59. Pupils' experiences at Court should (so far as confidentiality and privilege allows) be discussed with supervisors to ensure that pupils take a reflective approach to the experiences and obtain the maximum training benefit from them.

G. Recruitment of tenants

60. As set out above, Chambers does not have a set minimum or maximum number of places to offer each year.
61. We recruit from our pupils on individual merit against objective standards. At the commencement of pupillage, each has an equal prospect of securing a tenancy at the end. We assess pupils through their pupillage in the following ways. First, against the criteria by which we assess candidates for pupillage as set out earlier in this document in Section B (which "intellectual ability" is given greater weight than the other criteria). Second, by performance in terms of working for their pupil supervisor which will include written work (which will inform on an individual's intellectual ability and therefore will be given greater weight as per above) and temperament (ability to cope under pressure, resilience etc). Third, by reference to work set by the panel. Fourth, by their performance in the assessed moots/advocacy exercises. Fifth, by their performance when working for clients in their practising six months of pupillage. This is in part assessed by feedback, if available, from instructing solicitors. Our assessment is ultimately aimed at determining whether candidates are capable of performing the best work available in Chambers to

a standard of excellence, and whether each candidate is likely to inspire confidence in clients, members of the judiciary and other members of Chambers.

62. For 12 month pupils, offers of tenancy are made following a Chambers meeting which takes place towards the end of June or in early July each year. At this meeting the applications from our pupils are considered by Chambers against our criteria and in light of a report from the Pupillage Recruitment Committee summarising each pupil's performance to date in the areas set out in the preceding paragraph. This report takes into account the reports from the individual pupil supervisors, the assessed Moot(s), the assessed panel work and any feedback from instructing solicitors or the clerks.
63. In preparing its recommendation to Chambers in respect of whether to offer tenancy, the Recruitment Committee will consider all material available to it. The Committee's report is provided to Chambers and each pupil's performance will be discussed during the Chambers meeting. Unless it is inappropriate to do so, any and all further material may be considered by Chambers as a whole.
64. To be successful, a candidate for tenancy must have achieved the required standard of excellence, judged at a level to be expected after completion of nine months of pupillage (and with a view to the standard likely to be achieved at the conclusion of 12 months), and requires a two thirds majority vote in favour of their application.
65. Pupils who are not made an offer of tenancy are given every assistance by Chambers in finding places elsewhere in the legal profession. The reason the Chambers meeting at which the tenancy decision is made is timetabled for June or early July is to provide pupils who are not offered a tenancy with as much time as possible to secure a place elsewhere. Chambers has a good track record of helping ex pupils to secure places at other Chambers and in firms of solicitors.

H. Arrangements for new tenants

66. A new tenant typically will share the room of a more senior Member of Chambers for their first year or so of practice. In addition to this, we operate a mentoring scheme whereby new tenants choose a more senior member of Chambers as their first port of call for questions or problems and who will also participate in six monthly review meetings between the new tenant and the Senior Clerk. The mentoring scheme usually ends after the first two years of tenancy unless the junior tenant and mentor are both content to extend it further.
67. New tenants have a guaranteed annual income during their first 3 years of practice. For those pupils who commence pupillage in October 2026 the relevant guarantee is for income of £95,000, £105,000 and £115,000 in the first three years respectively. It should be noted that we would normally expect a junior tenant's income significantly to exceed those figures for those years. Junior tenants starting in 2026 pay no room rent for their first year of tenancy and a subsidised rent for their second year. New tenants do not pay fixed share expenses in their first year of tenancy and then pay a percentage of the fixed share expenses for years 2 and 3.

I. Contacting Chambers

- 68. The administration of pupillage and mini pupillages is dealt with by the Pupillage Coordinator and Head of Pupillage. If you have any queries, please contact us on 020 7822 2000 or pupillage@4newsquare.com.
- 69. If you have any other queries about mini pupillage, pupillage, the early years of tenancy here, or the work we do, please email the Pupillage Coordinator and Head of Pupillage at the above address indicating the nature of your enquiry and that you would like to speak to or hear from a member of the committee. Your email will then be passed on to the appropriate person who will contact you.

J. Feedback and improvements

- 70. We are always looking for ways to improve our recruitment, selection and training of pupils and mini pupils.
- 71. If you have any comments on our recruitment, selection or training, please let us know by contacting the Pupillage Coordinator and Head of Pupillage or any member of the Recruitment Committee. Chambers has seven Equality and Diversity Officers, currently Paul Mitchell KC, Helen Evans KC, Stephen Innes, Shail Patel, Lucy Colter, Marie-Claire O’Kane and Diarmuid Laffan. Any concerns about equality or diversity should be addressed to them.
- 72. Regrettably, we are unable to offer feedback to applicants for pupillage or mini-pupillage whose applications are unsuccessful.
- 73. This policy is reviewed every year but is liable to be changed at any time. This version was approved in September 2026.

K. Problems during Pupillage

- 74. If a pupil has difficulties or problems during pupillage, their first port of call should normally be their current pupil supervisor. It is each current pupil supervisor’s primary responsibility to provide appropriate advice, support and guidance and the pupil should approach them first if possible. More informal support can be obtained from other Members of Chambers and, in particular, more junior tenants.
- 75. It should be noted that any concerns raised by a pupil in good faith are outside of the Chambers’ assessment process. Pupils should feel able to speak openly about their experiences and know that no judgement will be made of concerns raised in good faith.
- 76. If a pupil has a concern or something about the pupillage process that they feel may need to be resolved or looked into (and this includes issues involving their pupil supervisor), there is a nominated senior member of Chambers, Graeme McPherson KC, who is “ring-fenced” from the Pupillage Recruitment Committee and the day-to-day pupillage process. His role, having heard the nature of the complaint, issue or problem, is to take the lead in its resolution either (where matters are less serious) by raising the matter as appropriate with the pupil supervisor or any other individuals that may be able to assist in the resolution, as appropriate and necessary. Where the matter is of a more serious nature, it may require reporting to the Head of Chambers. The Head of Chambers will be guided by the 4 New Square Reporting Concerns Policy in the

management of the matter. In addition, the Head of the Pupillage Recruitment Committee and CEO (who may already informed via the Reporting Concerns Policy) will be notified of serious matters and the steps taken by the Head of Chambers.

77. In circumstances where a pupil supervisor has a problem or concern about a pupil or an issue over the conduct of a pupil (which is other than minor) this should be brought to the attention of the Head of the Pupillage Committee and CEO who will endeavor to resolve the issue unless the matter is serious and requires reporting to the Head of Chamber (who will then manage the matter in accordance with the Reporting Concerns Policy). There may be circumstances where the pupil supervisor considers it more appropriate to report the matter directly to the Head of Chambers. It is expected this would only happen if the matter was sufficiently serious and again the matter would be managed in accordance with the Reporting Concerns Policy.
78. Any concerns about equality or diversity matters may be raised with one of Chambers' Equality and Diversity Officers (EDOs) in the first instance who will aim to offer advice and support as appropriate. Depending on the circumstances and the issue, the EDOs may consult others within Chambers as appropriate which may include referring the matter to Graeme McPherson KC as per above.
79. In addition to this, there are four nominated members of Chambers, Kendrah Potts, Mark Cullen, Hannah Daly and Helena Spector, who are available to discuss matters of a pastoral or personal nature if required. It is intended that this will provide the opportunity for pupils to discuss their experiences or concerns in an informal setting should they so wish. Kendrah, Mark, Hannah or Helena may wish to refer the matter to Graeme McPherson KC and in such instances will discuss this with the pupil. If it is considered that the matter is serious in nature it should be reported to the Head of Chambers and managed as described above.
80. Efforts will be made to preserve confidentiality (if applicable) of any matter raised in accordance with this section K, with disclosure only being made to those who require knowledge to manage and/or advise on the matter and with any individuals involved.
81. Chambers understands that pupils may feel reluctant to raise issues of this sort. and recognises that it may feel like a difficult stage of an individual's career to raise matters of concern. However, Chambers encourages open communication amongst all personnel and encourages concerns to be raised. Chambers will endeavour to resolve issues transparently, fairly and in accordance with Chambers' relevant policies and procedures. In addition, Chambers will take careful steps to ensure matters raised in good faith do not adversely impact on the pupil's prospects of tenancy. In particular, if (as can occasionally happen) a pupillage relationship between pupil and pupil supervisor breaks down, then, on Graeme McPherson KC's recommendation, a pupil can change to another pupil supervisor without any adverse impact on their prospects in Chambers.

L. Feedback Process

82. At the end of each of the first two three month periods, the pupil will be asked to complete a feedback form dealing with the time they have spent with that pupil supervisor. At the end of pupillage, and after the tenancy decision, a feedback form will

be completed in respect of the pupil supervisor they have had during that final period. These forms will be passed to Graeme McPherson KC. In the period prior to the tenancy decision, this feedback will be treated as confidential from the pupil supervisors and the Pupillage Recruitment Committee unless Graeme McPherson KC considers that any matters arising need to be raised with the Head of Chambers or the Head of the Recruitment Committee and CEO. After the tenancy decision has taken place, the Pupillage Recruitment Committee and each pupil supervisor will be provided with the feedback that has been given (specific to that pupil supervisor).

83. We are always keen to try to improve the pupillage process and experience. After the tenancy decision and before the end of the pupillage year, all pupils will be invited to attend a meeting individually with a Member of Chambers who is not involved in the assessment of pupils for the purpose of the Committee obtaining feedback and suggestions as to pupillage at 4 New Square.

Pupillage Agreement

Name

Address

By Email Only - **email address**

Date

Dear Name,

Written Pupillage Agreement

We are delighted to offer you a pupillage at 4 New Square ("**Chambers**").

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

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);
- The Authorisation Framework for the Approval of Education and Training Organisations;
- The Bar Qualification Manual;
- The Professional Statement for Barristers; and
- The Pupillage Funding Rules (BSB Handbook Rules C113- C118).

These documents (as updated from time to time) supplement this agreement and you are expected to familiarise yourself with them. In the event of any conflict between the terms of this agreement and the rules in the BSB Handbook, the latter shall prevail.

A list of the written policies which Chambers is required by the BSB to provide to pupils upon commencement of pupillage is set out in Appendix 1 to this agreement. Copies will be provided to you electronically prior to the commencement of your pupillage. In particular, Chambers' Pupillage Policy, which can be found on Chambers' [website](#), provides further details 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.

We anticipate that your training programme will follow that which has applied for the year 2025/26, updated as necessary to reflect requirements during your pupillage. This is available on Chambers' website as set out at Appendix 2 to this agreement and is updated from time to time.

All subsequent references in this agreement to "Chambers" shall be deemed to include 4 New Square Ltd.

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 apprenticeship¹.

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.

2. COMMENCEMENT AND TERM

¹ See the BSB's Bar Qualification Manual, Section C-2-2, paragraph 2.22:
<https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual/part-2-for-students-pupils--transferring-lawyers/c2-responsibilities-of-aetos/c2-2-fair-recruitment-and-equality-and-diversity.html..>

2.1. Subject to clauses 1 and 11:

- 2.1.1. you will commence your pupillage on 13 September 2027 (although by agreement this may be moved by a few days to accommodate the reasonable convenience of your supervisor);
- 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 14 September 2028 (or whichever day is 12 months after the date it actually commences- see paragraph 2.1.1 above) when it will end without the need for further notice.

3. SUPERVISION, ASSESSMENT WITH A VIEW TO TENANCY AND TRAINING

- 3.1. The name and details of your first pupil supervisor who will supervise you upon the commencement of your pupillage for approximately three months will be confirmed to you prior to the commencement of your pupillage.
- 3.2. The Head of Pupillage Recruitment is (at present) Thomas Ogden and his contact details are t.ogden@4newsquare.com DDI: 020 7822 2000.
- 3.3. Pupillage at 4 New Square is generally divided into two three-month periods and one six-month period. So far as assessment for tenancy is concerned, it has the following structure:
 - (1) The first two periods of three months will be non-practising and will be spent with one pupil supervisor for each period. You will be expected to shadow him/her, and to work with him/her;
 - (2) Roughly halfway through each period there will be an informal review of your progress in order to discuss any issues and to give you an idea of your performance. This is in addition to the regular feedback that your pupil supervisor should provide;
 - (3) At the end of each of these first two periods, there will be an appraisal and assessment process and your pupil supervisor will prepare a report on your progress. You will then have a formal review together with Lizzy Stewart and the Head of Pupillage Recruitment at which we will give you an indication as to your tenancy prospects at that stage;
 - (4) The six-month period will be a practising seat in which, in addition to continuing the experiences in the previous periods and subject to the Head of Pupillage Recruitment considering you are ready to do so, you will (subject to availability) undertake some court and other work on your own account;
 - (5) Over the course of the first two periods of pupillage and in the early part of the six-month period you will complete 3-4 assessed pieces of written work for Members of Chambers who are not supervising pupils. ;

- (6) Towards the middle of the six-month period and after your assessed pieces of written work and advocacy exercises have been completed (usually in June), there will be a further appraisal and assessment process and your supervisor will prepare a formal report on you;
 - (7) Chambers will then consider you for tenancy (unless you do not wish us to do so); the Recruitment Committee will stand as a selection committee and will prepare a recommendation to Chambers (from whom you will need a two-thirds majority vote in support of your application to succeed); that recommendation will apply objective criteria in light of the reports on your performance across the year to determine whether you have reached the standard of excellence required. Whilst we are offering you this pupillage because we firmly believe that you have the potential to become a tenant in these Chambers, this is in no way guaranteed;
 - (8) Your work and performance will be reviewed on a regular basis by your pupil supervisors who will give you advice as to your progress and future development in addition to the formal appraisals set out above.
- 3.4. The BSB requires that pupils are assessed during pupillage against the competences in the BSB's Professional Statement. This is an obligation imposed on Chambers with a view to ensuring its pupils are competent to commence practice, whether as a tenant in Chambers or elsewhere. It is, therefore, something that needs to be satisfied, alongside and in addition to your assessment by Chambers with a view to tenancy in Chambers. Accordingly:
- 3.4.1. At the end of your pupillage, subject to satisfactory completion of a final assessment against the competences in the BSB's Professional Statement, your pupil supervisor will give the required notification to the BSB.
 - 3.4.2. In the event that you do not pass an assessment against the competences of the BSB's Professional Statement at the end of the non-practising period, chambers will have the right to terminate your pupillage. This right is likely to be exercised by Chambers unless there are extenuating circumstances.
 - 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. In the event that Chambers considers that your failure to demonstrate the required competence is the result of absence from training due to sickness or other extenuating circumstances, Chambers may in its absolute discretion consider whether an extension or deferral of pupillage might be appropriate to enable you to complete your training (with the duration of any permitted extension reflecting the period necessary to demonstrate competence rather than necessarily replicate the period of absence).
- 3.5. A written description of Chambers' current Training Programme, which is designed to enable you to meet the competences in the BSB's Professional Statement, can be seen via our website. Follow the link at Appendix 2 to this Agreement.

- 3.6. If you cease to be a pupil in Chambers for whatever reason, Chambers will provide you on request with copies of your training records that apply to the period of pupillage completed in Chambers which record the extent to which you have demonstrated the achievement of the competences set out in the BSB's Professional Statement during your period of training in Chambers.
- 3.7. Sometimes it is necessary to vary the supervision and training arrangements during pupillage, including to take account of a supervisor's changing commitments or the type of assessment and training they and/or Chambers are able to provide during the year. Accordingly, Chambers may vary the details set out in this clause at any time and will notify you of any changes. Both you and Chambers are required to ensure that the BSB is promptly notified of such changes.

4. 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 a minimum of 40 hours each week during Chambers core business hours.
- 4.2. We expect that you will spend at least eight hours a day undertaking education and training, save for periods when you are unable to work due to illness or injury or on vacation. Save in exceptional circumstances to be agreed with your pupil supervisor, we expect that those eight hours will be spent in Chambers or at Court or conference with your pupil supervisor.
- 4.3. You may on occasion be invited to attend evening or weekend events relevant to your education and training at your option.
- 4.4. Further details of expected minimum and additional attendance are provided in Chambers' Pupillage Policy at paragraph 49 and following.

5. WHAT YOU CAN EXPECT FROM CHAMBERS

- 5.1. Chambers will conduct your pupillage in a manner which is fair and equitable, including the fair distribution of training opportunities to each pupil. Chambers' policy on work distribution is set out in Chambers' Fair Access to Work Policy.
- 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 electronic copies of the written policies set out in Appendix 1 to this agreement before you commence pupillage.
- 5.7. Chambers will ensure that you are provided with any support or assistance that may be required in accordance with Chambers' Reasonable Adjustments Policy (a copy of which will be provided to you before you commence pupillage).
- 5.8. Chambers will permit you to take up to 25 days of leave during pupillage, such leave to include days when chambers are closed, but to be in addition to public holidays and any leave needed to attend compulsory courses.

6. WHAT IS EXPECTED OF YOU

- 6.1. You are expected to comply with Chambers' policies and procedures insofar as applicable to pupils, including those listed at Appendix 1 to this agreement.
- 6.2. Behave sensibly and professionally in accordance with guidance given to you by your pupil supervisors.
- 6.3. Attend punctually at the times and in the locations required by your pupil supervisors.
- 6.4. Be smartly and formally dressed at all working times unless expressly told otherwise.
- 6.5. Treat all information about Chambers, its members, the clients of its members and those clients' affairs as wholly confidential.
- 6.6. In accordance with your regulatory obligations, you must ensure that:
 - 6.6.1. prior to the start of your pupillage you provide Chambers with clear documentary evidence of the matters set out at paragraph 1.1 above;
 - 6.6.2. 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;
 - 6.6.3. you comply in full with your professional and regulatory obligations, including those set out in the BSB Handbook;
 - 6.6.4. 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);

6.6.5. you do not provide legal services as a barrister during the non-practising period of your pupillage;

6.6.6. prior to starting the practising period of your pupillage, you have²:

6.6.6.1. registered with the Information Commissioner's Office;

6.6.6.2. been called to the Bar; and

6.6.6.3. obtained a provisional practising certificate from the BSB.

6.6.7. 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.

6.6.8. during your Pupillage you pass the BSB Professional Ethics Exam.

6.7. 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 £90,000 (the "**Award**").

7.2. Of this sum £10,000 will be paid to you immediately upon formal acceptance by you of this offer.

7.3. In addition to the £10,000 referred to at 7.2 above, you may request advances on account of the Award of up to a total of £20,000 to be paid to you in the 12-month period before your pupillage commences (i.e. £30,000 in total may be drawn down before pupillage commences).

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

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

7.3.1.2. Chambers terminates this agreement in accordance with clause **Error! Reference source not found.;**

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

7.3.1.4. you terminate your pupillage before its end date without Chambers' agreement.

² See BSB's January 2020 Paper, Footnote 6

- 7.3.2. any sums you are required to repay to Chambers in accordance with clause 7.3.1 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
- 7.3.3. advance payments on account of the Award will also cease in the event that Chambers withdraws your offer of pupillage pursuant to clause 11.2.
- 7.4. The Award (or the balance of the Award if advances are paid to you under clause 7.3 above) will be paid in 12 equal monthly instalments once you commence pupillage.
- 7.5. The instalments of the Award will usually be made by standing order direct into your bank or building society account.
- 7.6. If and insofar as you do work for a member of Chambers during pupillage then the Award is paid to you in lieu of payment for that work unless otherwise agreed.
- 7.7. The 4 New Square accounts team are responsible for administering Award payments, contactable through Lisa Young, Chambers' Administrator whose contact details are l.young@4newsquare.com.
- 7.8. The Award will be reduced pro rata in the event that you do not complete the full 12 months pupillage for whatever reason and no further monthly payments will be made.
- 7.9. If you are taken on as a tenant, you will benefit from the financial arrangements for new Junior Tenants which are set out in Schedule H to the 4 New Square Constitution (the latest version of which is at Appendix 3). These guarantee our junior tenants' earnings for the first 3 years, up to £95,000 (Year 1), £105,000 (Year 2) and £115,000 (Year 3) (which in our experience is normally exceeded by a considerable margin) and assist with cash flow during this time. They are intended to assist junior tenants to start their careers on a sound and stable financial footing.

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 are retained by you.

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 set out in Chambers' Pupillage Policy at paragraph 21.

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 4 weeks' written notice to Chambers (in particular the Head of Pupillage Recruitment).
- 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. There is serious misconduct by you;
 - 11.2.4. You are convicted of a criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
 - 11.2.5. You fail to meet the minimum attendance or other regulatory requirements of the BSB for commencing or completing the non-practising or practising periods of your pupillage training;
 - 11.2.6. During the practising period of your pupillage you cease to hold a valid practising certificate;
 - 11.2.7. Your actions or omissions (whether or not in the course of the pupillage) bring or are such as to risk bringing the name or reputation of Chambers or its members into disrepute or to prejudice the interest of Chambers;
 - 11.2.8. Your immigration status means you cease to be eligible to undertake or complete the pupillage.
- 11.3. Chambers may also withdraw or terminate your pupillage in the event that it ceases to be authorised by the BSB as an Authorised Education and Training Organisation or there is another regulatory, financial or practical impediment to Chambers continuing to provide your pupillage training.

- 11.4. If, during your pupillage, Chambers ceases to be able or authorised to take pupils, Chambers will promptly notify the BSB. In that event, Chambers will use its best endeavours to assist you to identify another set of chambers where you can complete your training. In this event, the members of Chambers responsible for assisting you are: the Head of Pupillage Recruitment (currently Clare Dixon KC c.dixon@4newsquare.com) and the Head of Chambers (currently Nicholas Bacon KC n.bacon@4newsquare.com).
- 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 of Chambers to Chambers or such member of Chambers (as appropriate).

12. TENANCY

- 12.1. There is no guarantee of a tenancy in Chambers at the end of your pupillage. All pupils will be considered on their merits for any tenancy after the assessment process referred to in clause 3 above. It is important to stress that our pupils are not “in competition” with one another: we assess each pupil according to objective standards and will recruit as many pupils for tenancy as we consider satisfy those criteria irrespective of work availability or space. Those factors were considered at an earlier stage when the decision to recruit a certain number of pupils was made.

13. DATA PROTECTION

- 13.1. Chambers will collect and process your personal data in accordance with the applicable laws in force from time to time and as detailed in the 4NS Tripartite Privacy Policy.
- 13.2. You must comply with all applicable data protection laws and associated codes of practice (in each case in force from time to time), Chambers’ data privacy policies and procedures and the policies of any tenant or member of Chambers with whom you are working.
- 13.3. You may be both a data controller and a data processor during the course of your pupillage. You are required to ensure you understand your responsibilities in this regard and adhere to all relevant data protection laws at all times.
- 13.4. 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. ARBITRATION

- 15.1. If any dispute shall arise out of or in relation to this agreement or as to the validity, construction, effect, operation or termination of this agreement, to the extent permitted by law the dispute shall be referred and finally determined by arbitration under the provisions of the Arbitration Act 1996 by a single arbitrator appointed by the parties or, failing agreement within 14 days of notice by the party requesting the appointment of an arbitrator, by the President for the time being of the Chartered Institute of Arbitrators. The decision of such arbitrator shall be final and binding.
- 15.2. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties to such arbitration unless otherwise required by law or directed by the arbitrator in his award. Each party to the claim or dispute shall pay its own legal fees unless the arbitrator otherwise determines.

16. GOVERNING LAW

- 16.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.
- 16.2. Save as provided in clause **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 Thomas Ogden at pupillage@4newsquare.com within the next 7 days.

On behalf of 4 New Square Chambers, I confirm my agreement to the terms set out above.

Signed:

Name: Thomas Ogden

Position in chambers: Head of Pupillage Recruitment

Date:

I confirm my agreement to the terms set out above.

Signed:

Name:

Date:

Appendix 1

Policies

1. 4NS Constitution
2. 4NS External Complaints Procedure
3. 4NS Equality & Diversity Policy
4. 4NS Anti-Harassment & Anti-Bullying Policy
5. 4NS Reasonable Adjustments Policy
6. 4NS Equality and Diversity Officers & Diversity Data Officer Policy
7. 4NS Equality & Diversity Action Plan 2026
8. 4NS Diversity Data Policy concerning Members of the Workforce
9. 4NS Sexual Misconduct Policy
10. Procedure for complaints concerning sexual misconduct, bullying and harassment
11. Acceptable Use of Assets Policy
12. Access Controls Policy
13. Back-Up Policy
14. Clear Desk and Clear Screen Policy
15. Cryptographic controls Policy
16. 4NS Information Security Policy
17. IS ISMS Communication Policy
18. IS Mobile Devices Policy
19. Physical and Environmental Security Policy
20. IS Protection from Malware Policy
21. IS Suppliers Policy
22. IS Teleworking Policy
23. IS User of Software Policy
24. 4NS Email Messaging and Internet Use Policy
25. Information Classification, Labelling and Handling Policy
26. All Members Note on Devilling -
27. Fair Access to Work Policy
28. Confidentiality and Information Barriers Policy - Practitioners
29. Policy governing the clerking of Roger Stewart KC
30. Chambers' Financial appendix to the constitution
31. 4NS- Contract3 - MoC general promises contract
32. 4NS- Contract1- Service Contract
33. 4NS- Contract2- MoC Payment Contract
34. Cross Indemnity- including 4NSL
35. Deed of Adherence - Constitution
36. 4NS Reporting Concerns Policy
37. Internal Complaints Investigations and Disciplinary Policy
38. 4NS Financial Sanctions Policy
39. 4NS Anti-Bribery Policy
40. Flexible Working Policy
41. Health and Safety at Work Policy Statement
42. Pupillage Policy
43. Remit and Responsibilities of the recruitment committee
44. 4NS Tripartite Privacy Policy
45. 4NSL Data Sharing Agreement

46. Data Retention and Disposal – Practice Data
47. Data Retention and Disposal – Non-Practice - All Personnel
48. 4NS Members of Chambers Subject Access Request Policy
49. Room Sharing Policy
50. 4NS Anti-Money Laundering Guidance
51. 4NS Conflicts of Interest Policy
52. AI Policy
53. Data Breach Notification Policy
54. Data Protection Policy
55. 4NS Email Etiquette
56. Health and Wellbeing Policy
57. Hybrid Working Policy
58. 4NS Alcohol and Drugs Policy
59. 4NS Expenses Policy
60. Parental Leave Policy - Pupillage and Probationary Tenants
61. MOC- Extended Leave of Absence, Secondments and Non-Standard Work Arrangements
62. System for permission in relation to equality and diversity information

Pupillage Policies and Procedures, including:

- Pupillage Disciplinary Procedure
- Pupillage Grievance Procedure
- Appeal Process

Appendix 2

Training Programme

Full details of our training programme can be found on our website under the section titled Training. Please [click here](#) to view.

Appendix 3

Schedule H to Chambers' Financial Policy to the constitution

Financial Arrangements for New Junior Tenants

These provisions apply to new full tenants who join chambers as a full tenant:

1. immediately following pupillage at 4NS;
2. following a provisional tenancy at 4NS which immediately follows pupillage in another set of chambers.
("the New Junior Tenant")

The Head of Chambers and Head of Finance (acting jointly) have discretion to apply these policies (in whole or in part) to other new tenants who do not fit the strict criteria above but whose position is akin to a New Junior Tenant.

These provisions apply only in the first three years of tenancy if the New Junior Tenant satisfies the Full Time Practice Requirement (as defined below).

If the New Junior Tenant takes parental leave during the first three years of practice, the financial arrangements under this policy shall be deferred for the period of Parental Leave and the provisions of the Parental Leave policy shall apply and not the terms of this policy. The provisions of this policy will apply after the New Junior Tenant returns from parental leave for the remainder of the three-year term.

General provisions

The New Junior Tenant shall not pay fixed share expenses for a period of 1 financial year (or part thereof) and then pay a percentage of the fixed share for financial years 2 and 3. If the New Junior Tenant joins chambers between 1 October and 31 March, the subsidies for both set share and room rent will take effect from the start of the next financial year. No set share or room rent shall be payable for the remainder of the financial year of joining. If the New Junior Tenant joins between 1 April - 30 September, the first-year subsidies will be in place for the remainder of the financial year. Chambers expenses by percentage shall be payable on all receipts which relate to work done from the date of joining chambers.

The New Junior Tenant must take a room in chambers. No rent is payable for the first year and then a subsidised fixed level of rent is payable in year 2. Full rent is then payable from year 3.

A New Junior Tenant is entitled to:

- a. a guaranteed earnings payment (at the end of 3 years); and
- b. automatic advance payments from chambers by way of interest free loan for a period of 12 months.

The guaranteed earning thresholds, subsidised rents and fixed share percentages are agreed annually and appear in the Annex.

Guaranteed earnings

In the first three years of practice, 4NS guarantees that the New Junior Tenant's work done will be at least the sum specified at the levels set out in the New Junior Tenant's pupillage/probationary tenancy agreement. The guaranteed earnings are calculated by reference to the work done figure (plus any pre-tax income earned on secondment) in the three-year period commencing at the start of the first full month of tenancy of the New Junior Tenant. If at the end of the three-year period, the New Junior Tenant's cumulative work done (plus gross income from any secondments) since joining does not equal the cumulative guaranteed earnings level, a nonrefundable payment will be made to the New Junior Tenant in order that the guaranteed level is met.

Advance payments

4NS shall pay the New Junior Tenant a sum equivalent to the guaranteed minimum earnings for the first year ("the First Year Guarantee Sum") in 12 equal monthly instalments paid at or around the start of each month. These payments shall be by way of loan advanced in respect of future receipts in consideration of which the New Junior Tenant assigns all receipts received on or after the date the New Tenant joins chambers (net of any VAT) up to the First Year Guarantee Sum to 4NS. 4NS will therefore retain any receipts up to the First Year Guarantee Sum (but will pay any sum received in respect of VAT to the New Junior Tenant). For the avoidance of doubt, the assignment is only in respect of the First Year Guarantee Sum and all receipts in excess of the First Year Guarantee Sum shall be paid to the New Junior Tenant immediately on receipt by 4NS.

Chambers expenses charged by percentage shall be deducted from the monthly instalments as payment on account of chambers expenses which would otherwise become payable on fees when received. Credit will be given in the first month for work done prior to the New Tenant joining chambers which remains unpaid, such fees being exempt from chambers expenses by percentage.

After 12 months, the Head of Chambers and Head of Finance have discretion to continue the advance payments for a further period of no more than 12 months, on such terms that they deem fit save that (1) any further advance cannot be more than the guaranteed minimum earnings for the second year; and (2) any such further advance being secured against the New Junior Tenant's future receipts by way of assignment.

If the New Junior Tenant leaves chambers the difference between any sum advanced by 4NS to the New Junior Tenant and the receipts retained by 4NS pursuant to the assignment shall be immediately payable.

Practising requirement

The terms set out above only apply to New Junior Tenants who are working full time as a self-employed barrister at 4NS (or on secondment to a law firm with the consent of chambers) using his or her best endeavours ("the Full Time Practice Requirement").

If the CEO does not believe that the New Junior Tenant meets the Full Time Practice Requirement, the CEO shall consult with the Head of Chambers and Head of Finance. If the Head of Chambers and Head of Finance are not satisfied that the Full Time Practice Requirement is met without good reason, notice will be given to the New Junior Tenant who will be given a reasonable period to rectify. If the Full Time Practice Requirement is not met after the end of the reasonable period, the New Junior Tenant shall be informed in writing and: (1) the New Junior Tenant shall not be entitled to any payment in respect of Guaranteed Earnings; and (2) the balance of any sums advanced by way of Advance Payment shall be immediately repayable.

For the avoidance of doubt, the Head of Chambers and Head of Finance retains the discretion to waive the Full Time Practice Requirement in exceptional circumstances.

Annex -financial limits - 26/27

Set share - £24,000

Reduced expenses for individuals with high receipts:

Receipts	%age of expenses by percentage payable
£1.635m-£2.45m	75%
£2.45m-£3.81m	50%
More than £3.81m	25%

Minimum professional indemnity insurance cover limits:

- Up to five years call: £10 million
- Five years call and over: £15 million

Rent for New Junior Tenants:

- Year 1 - Nil
- Year 2 - £12,000

Set share for New Junior Tenants:

Year	Proportion of set share
Year 1	0%
Year 2	1/3
Year 3	2/3

Appendix 4

Pupillage Disciplinary Policy

Introduction

1. 4 New Square ("**Chambers**") is committed to ensuring Chambers is a positive working environment where all feel comfortable and can thrive. In any workplace issues can and do arise and it is important that when this happens Chambers responds effectively.
2. This policy sets out the procedure that Chambers will apply where issues or concerns arise in respect of a pupil which may indicate misconduct. The procedure outlined here is designed to resolve issues that arise and to ensure that the highest standards of conduct and behaviour are maintained.

Scope

3. This policy applies to all pupils (including pupils who have been offered tenancy but are not yet Members of Chambers).

How may this policy be engaged?

4. This procedure will be engaged in all instances of alleged misconduct. All misconduct is serious and will be responded to appropriately by Chambers. Misconduct that is of a serious nature is known as gross misconduct and may lead to termination of the pupil's contract. Misconduct may take many different forms and it is not possible to foresee all circumstances that may constitute misconduct. Examples of general misconduct and gross misconduct can be found at **Annex 1**.
5. Any concerns regarding a pupil's conduct may be reported to their pupil supervisor, the Head of the Pupillage Committee or CEO. Where a report is made to the pupil supervisor, they are expected to inform the Head of Pupillage and CEO promptly. Any concern or complaint raised in respect of a pupil will initially be managed in accordance with the **4 New Square Reporting Concerns Policy ("Reporting Concerns Policy")** and where the Reporting Concerns Policy refers to a disciplinary policy, this policy will apply in respect of pupils.
6. Where a concern or complaint cannot be adequately dealt with by the Reporting Concerns Policy this policy will be engaged.

Principles

7. The following principles will be applied to all matters that engage this policy.
 - 7.1 Where possible and appropriate, Chambers will aim to resolve matters informally in the first instance.
 - 7.2 Details of the concerns and/or complaint will be provided to the pupil concerned as soon as practicable.
 - 7.3 Where the formal procedure outlined in this policy is engaged, pupils will be advised as soon as practicable.

- 7.4 At every stage of the process (whether informal or formal), the pupil concerned will be given the opportunity to respond to the concerns raised/complaint made.
- 7.5 The process will as be transparent as possible with the pupil concerned being provided with copies of any documentary evidence (as appropriate) such as witness statements and other evidence.
- 7.6 Where the formal process is engaged and disciplinary meetings and/hearings scheduled, the pupil will be given sufficient advance notice of relevant details (such as date, time and location) and copies of any documentary evidence.
- 7.7 No disciplinary action will be taken until a matter has been fully investigated.
- 7.8 At all stages of the procedure, the pupil will have the right to be accompanied (and this may be an internal or external individual such as a colleague, friend, family member or other representative)
- 7.9 A pupillage contract will not be terminated for first breach of discipline except in the case of what would be considered to be equivalent to gross misconduct.
- 7.10 The pupil will have the right to appeal against any disciplinary action.
- 7.11 Chambers reserves the right in exceptional circumstances to implement any stage of this procedure if the alleged conduct warrants such action.
- 7.12 All matters that engage this policy (whether dealt with informally or formally) will be recorded and placed in the pupil's personal file. A copy of any such record relating to you will be supplied at your request.

The Procedure

- 8. Once this policy has been engaged, it may be necessary to conduct a formal investigation into the circumstances. However, this may not always be the case. Whether an investigation is necessary will be a decision for the Head of Chambers who may consult others (as appropriate) such as the Head of the Pupillage Committee and CEO³. This decision will depend on the circumstances and the nature of the issue. In making the decision, the following factors (which are not in priority order and are to be weighed):
 - 8.1 the seriousness of the matter;
 - 8.2 where relevant, the period of time that the issue has persisted, including whether there is a pattern of the issue repeatedly arising;
 - 8.3 whether the matter may constitute a breach of Chambers' policies and procedures;
 - 8.4 the best interests of Chambers;
 - 8.5 fairness and due process; and
 - 8.6 in the opinion of the decision makers, what the right thing to do is in the circumstances.
- 9. It may be necessary to speak to the pupil concerned and other relevant individuals in order to gain sufficient understanding of the matter in order to inform this decision. This initial discussion will be for information gathering purposes and may be

³ Should any of these individuals be connected to the alleged conduct or be conflicted in any way, they are to be recused from the decision making. Where necessary this decision may also be made by the Deputy Head of Chambers. Where this is the case, 'Deputy Head of Chambers' should be read in place of 'Head of Chambers' for the remainder of this policy.

conducted in person, via telephone or video call as appropriate. The pupil is welcome to have another person of their choosing join that meeting (and this could be an internal or external individual).

10. Where a decision is made that an investigation is not required, all those involved will be informed of the reasons and of any steps that Chambers' may take as a result of the complaint having been made.

Investigation

11. Where it is determined that an investigation is required the Head of Chambers and/or CEO (or the individual who is managing the initial steps as outlined above) will appoint an Investigation Officer. The Investigation Officer may be either a member of the Investigation Panel (who will necessarily be a senior Member of Chambers) or an independent external third party (such as a lawyer experienced in the relevant field).
12. Where the matter under consideration is particularly sensitive or personal, it may not be appropriate for the matter to more widely known within Chambers than is absolutely necessary and therefore an external investigation may be more appropriate, as opposed to an internal investigation.
13. At the outset, the pupil who is the subject of the matter will be advised in writing of the details of the matter, the requirement for an investigation and details of the appointed Investigation Officer.
14. The nature of the investigation and what it will entail will depend on the particular circumstances and will be determined by the Investigating Officer who may consult others for advice (such as the Compliance and Risk Manager and IT Manager as appropriate and necessary). The Investigation Officer will update the pupil as soon as practical of the likely timeline of the investigation and steps to be undertaken.
15. As far as practicable the investigation will be kept confidential with details only being provided to those involved in the investigation or offering advice to the Investigation Officer.
16. The Investigation Officer is likely to require at least one meeting with the pupil. Whilst, the Investigation Officer will endeavour to conduct the meeting sensitively, it should be considered formal in nature and save for exceptional circumstances, should be conducted in person. The pupil is able to bring an independent third party to this meeting and that person can be internal (provided they are in no way involved) or external (such as a friend, family member or representative). The Investigating Officer will conduct similar formal meetings with any other individuals who may be involved or have relevant knowledge of the matter. It is not anticipated that other individuals would require a person to accompany them to these meetings.
17. Further steps may also include (but are not limited to) a review of communications sent on 4 New Square work devices (such as emails and messaging) and requests for written documentation.

18. The Investigating Officer will report their findings and recommendations to the Head of Chambers, Head of the Pupillage Committee and CEO (as appropriate). The Head of Chambers, in consultation with the Head of Pupillage and CEO (as appropriate) will determine how to resolve the matter and further steps required (if any) including whether disciplinary action may be necessary.
19. The Head of Chambers will write to the pupil concerned summarising the investigation, informing them of the conclusions and whether disciplinary action is required. Where disciplinary action is required a formal hearing will take place, the details of which will be outlined in the letter and the procedure outlined below will be followed.
20. If it is thought appropriate at any stage of the investigation, Chambers may immediately suspend a pupil's pupillage. The pupillage award would be paid on the normal basis. During such suspension, which will not ordinarily exceed 10 working days, a pupil will not be allowed to have access to Chambers' premises, nor to any of its Members or employees who might be witnesses to the allegation, without the consent of the Investigating Officer, and subject to such conditions as may be reasonably imposed. Suspension is a neutral act, always without prejudice and is not regarded as a disciplinary action.

Disciplinary Procedure

21. The pupil will be given advance notice of the hearing and will be informed, in writing, of the purpose of the hearing and the nature of the allegations and the disciplinary actions which may be taken. The pupil will be entitled to attend, and may be represented or accompanied by someone to support them.
22. If during the course of the investigation statements have been obtained from witnesses and/or other evidence has been obtained, copies will be disclosed to the pupil in advance of the hearing.
23. If, for good cause, the pupil is unable to attend the disciplinary hearing it will be adjourned to a date of which the pupil and their representative (if any) will be informed without delay. If the pupil is unable to attend the disciplinary hearing on any subsequent occasion, the hearing may be heard in the pupil's absence.

The Hearing

24. A panel of three members of Chambers ("the Panel") will be appointed by the Head of Chambers and/or the CEO on his/her behalf.
25. The hearing will involve the following.
 - 25.1 The Investigating Officer will present his or her investigation to the Panel.
 - 25.2 The pupil who is the subject of the hearing (or their representative) will be entitled to address the Panel, question the Investigating Officer and question any witnesses called by the Investigating Officer.

- 25.3 The pupil may put forward their own account, call their own witnesses and put before the Panel any evidence they consider relevant.
 - 25.4 The investigating Officer may question the pupil and their witnesses.
 - 25.5 The Panel may question the Investigating Officer, pupil (or their representative) and any other witnesses who attend.
 - 25.6 The Investigating Officer and the pupil (or their representative) will be given the opportunity to make a final submission.
26. On completion of the proceedings, the Panel will retire to consider their decision. Neither the Investigating Officer nor the pupil (or their representative) will be allowed to take part in or be present during the Panel's deliberations.
27. When the Panel has made a decision this will be communicated to the pupil either orally or in writing as soon as practicable. Any oral communication will be confirmed in writing with reasons for that decision and for any penalty or sanction imposed. In the event of a finding adverse to the pupil, the pupil's right of appeal will be explained.

Disciplinary Action

28. The Panel will decide on the most appropriate outcome. It is possible that the Panel may conclude that no misconduct has taken place and/or that the Investigation Officer's case is not made out and in which case no further action will be taken.
29. Where the Panel decide that misconduct has taken place, they will determine which of the penalties listed below is most appropriate in the circumstances. In reaching this decision they will consider all relevant factors, including any relevant mitigating circumstances. The penalties that may be imposed are:
- 29.1 a formal oral warning;
 - 29.2 a first written warning;
 - 29.3 a final written warning, or
 - 29.4 termination of pupillage contract or other sanction
30. Where there has been an issue equivalent to gross misconduct the Panel may decide that immediate termination of pupillage as the appropriate penalty. Examples of that which Chambers considers to be gross misconduct can be found at **Annex 1**.
31. Warnings may be given where the Panel believes the pupil has committed an act of misconduct. Where the pupil has committed a first and/or minor act or omission amounting to misconduct they will receive an oral warning. In the event of further or more serious misconduct the pupil will receive a written warning. In serious cases of misconduct, where there is a repetition of previous similar conduct which has been the subject of a written warning, termination of the pupillage with or without notice or further payment of the pupillage award may result. Other sanctions may be suspension without payment of the pupillage award during the period of suspension.

Right to Appeal

32. Pupils have the right to appeal against any conduct decision or penalty imposed. Any appeal must be made in writing to the Head of Chambers within seven working days of confirmation of the decision in question. The letter should set out the grounds for appeal and any information in support of those grounds.

33. Upon the Head of Chambers receiving the notice of appeal, the Panel which made the original decision will be informed. A date for an appeal hearing will be arranged ordinarily within 14 working days of receiving a notice of appeal, and in any event as soon as is reasonably practicable.
34. At any appeal hearing, the Head of Chambers will have the conduct of the hearing and he/she will consider the pupil's representations and the reasons given by the Panel for its decision and/or sanction. The Head of Chambers will consider the case fully including any documentary evidence adduced during the original hearing, before communicating their decision in writing as soon as is practicable. The decision of any appeal is final.
35. In the event that a contract of pupillage is terminated by a disciplinary panel but re-instated on appeal, the pupil will be entitled to payment of pupillage award and benefits for the period between dismissal and re-instatement.
36. Where a contract of pupillage is terminated by a Panel and that decision is upheld on appeal, the original date of termination shall remain effective and the pupil will not be entitled to payment of pupillage award and benefits for the period between dismissal and unsuccessful appeal.

Annex 1

Examples of Gross Misconduct

This list is neither exclusive nor exhaustive, and there may be other offences of a similar gravity which would constitute Gross Misconduct.

- a) harassment, bullying or discrimination such as creating a hostile work environment through unwanted and offensive behaviour, unfair treatment based on protected characteristics or intimidatory conduct.
- b) Physical violence, assault or aggressive behaviour such as engaging in physical altercations or threatening behaviour.
- c) theft of Chambers' property or fraud
- d) dishonesty
- e) falsification of Chambers' records or documentation such as accounts, expense claims or sickness self-certification forms
- f) disclosure of confidential information (subject to the Public Interest Disclosure Act 1998)
- g) serious breach of health or safety requirements likely to endanger other people or you
- h) being unfit for work owing to the influence of alcohol or illegal drugs
- i) conviction for a criminal offence or gross misconduct which might result in the reputation of Chambers being adversely and seriously affected
- j) gross neglect of duty
- k) serious insubordination
- l) serious negligence which causes unacceptable loss, damage or injury
- m) misuse of the Chambers' name or property or bringing Chambers into serious disrepute
- n) deliberately or negligently accessing internet sites containing pornographic, offensive or obscene material
- o) unprofessional behaviour that is a repeated, serious and likely cause reputational damage.

Examples of misconduct

This list is neither exclusive nor exhaustive, and there may be other offences which would constitute Misconduct.

- a) bad time keeping
- b) unauthorised absence
- c) failure to observe a reasonable order or instruction or insubordination
- d) unprofessional behaviour such as acting inappropriately or disrespectfully towards colleagues, supervisors or clients.
- e) interference with Chambers' IT security, policies and procedures
- f) removal of or damage to Chambers' property
- g) a breach or repeated minor breaches of Chambers' rules and regulations
- h) conduct outside work which adversely affects the performance of your work
- i) Excessive use of personal email or internet such as spending too much time on personal activities during Chambers' work hours.

Appendix 5

APPEAL PROCESS – FAILURE TO BE SIGNED OFF FROM THE NON-PRACTISING OR PRACTISING PERIOD OF PUPILLAGE

- 1) The pupil should inform the head of recruitment in writing within 5 working days of the failure to be signed off that they wish to appeal the decision.
- 2) The head of recruitment will inform the relevant pupil supervisor and the committee.
- 3) The head of recruitment will appoint one member of the recruitment committee and a KC in chambers who is not a member of the committee to review the decision.
- 4) The Investigators will have the right to review all necessary evidence and information and to interview any members of chambers or staff as they see fit.
- 5) The Investigators will arrange a meeting with the Pupil, accompanied by a friend, relative or representative.
- 6) Within 14 days the investigators will inform the pupil and head of recruitment and the relevant pupil supervisor of their findings and decision in writing.
- 7) The decision is final and binding.