



The Bar Council

Written Pupillage Agreements

Purpose:	To assist Authorised Education and Training Organisations (AETOs) to fulfil their obligations to pupils
Scope of application:	Those responsible for pupillage in AETOs at the self-employed Bar
Issued by:	The Education and Training Committee
First issued:	April 2020
Last reviewed:	April 2020
Status and effect:	Please see the notice at end of this document. This is not “guidance” for the purposes of the BSB Handbook I6.4.

1. The Bar Council’s Education and Training Committee has produced the following model pupillage agreement to assist AETOs who take on self-employed pupils with their regulatory obligations – please see [here](#) for the relevant section of the Bar Qualification Manual. It is recommended that you familiarise yourself with the relevant requirements.
2. Please note that this agreement is not an employment contract (please see paragraph 2.22, Section C-2-2 of the [BSB’s Bar Qualification Manual](#)), so it should not be used for pupils in employed practice, nor should it be used for chambers staff or employees.
3. Sections that are marked in blue are to be amended by the AETO. Sections that are optional are clearly marked as such.

Important Notice

This document has been prepared by the Bar Council to assist barristers on matters of professional conduct and ethics. **It is not “guidance” for the purposes of the BSB Handbook I6.4, and neither the BSB nor a disciplinary tribunal nor the Legal Ombudsman is bound by any views or advice expressed in it.** It does not comprise – and cannot be relied on as giving – legal advice. It has been prepared in good faith, but neither the Bar Council nor any

of the individuals responsible for or involved in its preparation accept any responsibility or liability for anything done in reliance on it. For fuller information as to the status and effect of this document, please see [here](#).

Draft written pupillage agreement

ON CHAMBERS HEADED PAPER

Pupil's full name

Pupil's address/email

Date

Written Pupillage Agreement

We are delighted that you have accepted our offer of pupillage at XXX Chambers ("**Chambers**").

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

With effect from 1 May 2020 it is a mandatory requirement of the BSB that a written pupillage agreement should be signed by Chambers and pupils upon commencement of pupillage. This is that agreement.

This agreement contains the key terms of your pupillage that are required by the BSB to be included in the agreement¹, including the duties of Chambers and your duties as a pupil.

Those duties are derived from a number of documents produced by the BSB which are cross-referenced in this agreement; namely

- The BSB Handbook, Part 4 (Bar Qualification Rules: 8 pages);
- The Authorisation Framework (7 December 2018, 26 pages);
- The Bar Qualification Manual: <https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual.html>;
- The Professional Statement for Barristers (September 2016, 36 pages); and
- The Pupillage Funding Rules (BSB Handbook Rules C113- C118).

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

A list of the written policies which Chambers is required by the BSB to provide to pupils upon commencement of pupillage is set out in Appendix 1 to this agreement². Copies **will be**

¹ This template should be reviewed in conjunction with the BSB's paper "Mandating the timetable for pupillage recruitment and written agreements for pupillage" dated 31 January 2020 ("**the BSB's January 2020 Paper**") which sets out the required contents of written pupillage agreements from page 5. See: <https://www.barstandardsboard.org.uk/uploads/assets/f0f22183-fb48-4381-9f3ff5ab86745b85/RecAd-Decision-Documents-January2020.pdf>

² See further BSB January 2020 Paper, paras 24 – 29 and Footnote 8

provided to you upon the commencement of your pupillage **OR** are accessible electronically – *state how where accessible* – e.g. on Chambers’ intranet. **IF CHAMBERS HAS A PUPILLAGE POLICY:** In particular, Chambers’ Pupillage Policy provides further detail of some of the matters addressed in this agreement as well as other practical information relevant to the operation of Chambers and your pupillage: we encourage you to read it.

Your Training Programme is set out at Appendix 2 to this agreement.

IF CHAMBERS IS NOT A LEGAL ENTITY: As Chambers is not a legal entity, this pupillage agreement will be entered in to by [the Head(s) of Chambers / Chambers Management Committee / etc on behalf of Chambers] **OR** [name of legal entity, which is a legal entity associated with Chambers]. All subsequent references in this agreement to “Chambers” shall be deemed to include a reference to the Head(s) of Chambers / Chambers Management Committee / Name of relevant legal entity.

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 apprenticeship³.

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 Training⁴ (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

³ 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>.

⁴ Known as the Bar Professional Training Course until September 2020.

1.1.4.3. your nationality or immigration status allows you to undertake the pupillage.

1.2. If prior to the anticipated commencement date of your pupillage you fail to pass the vocational component of Bar training (or, where applicable, you fail to pass the Bar Transfer Test), your offer of pupillage will be automatically withdrawn.

1.3. **[OPTIONAL]** If prior to the anticipated commencement date of your pupillage you fail to achieve at least an overall grade of **competent** on the vocational component of Bar training, Chambers is entitled in its sole and absolute discretion to withdraw the offer of pupillage. This right is likely to be exercised by Chambers unless there are extenuating circumstances.

2. COMMENCEMENT AND TERM

2.1. Subject to clauses 1 and 11:

2.1.1. you will commence your pupillage on **date**;

2.1.2. your pupillage will be for a total of *insert relevant period – e.g. 12 months, consisting of a first six month non-practising period and a second six month practising period; and*

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

3. SUPERVISION AND TRAINING

3.1. Your **first** pupil supervisor who will supervise you upon the commencement of your pupillage for a **three-month** period will be: **Name**, whose contact details are *insert contact details*.

3.2. Your subsequent supervisors are expected to be:

Name	Telephone Number	Email address

3.3. The Head of Pupillage during your pupillage year will be **Name**, whose contact details are *insert contact details*.

3.4. Sometimes it is necessary to vary the supervision arrangements during the pupillage, including to take account of a supervisor's changing commitments or the type of training they are able to offer you during the year. Accordingly, Chambers may vary the details

set out in this clause at any time and will notify you of any changes. Both you and Chambers are required to ensure that the BSB is promptly notified of such changes.

3.5. The BSB requires that pupils are assessed during pupillage against the competences in the BSB's Professional Statement (Bar Qualification Manual Part 2 C5). Accordingly:

3.5.1. 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.

3.5.2. 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 *state what will happen* – e.g. Chambers will have the right to terminate the pupillage. This right is likely to be exercised by Chambers unless there are extenuating circumstances.

3.5.3. 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 *state what will happen* – e.g. 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 the period of absence).⁵

3.6. A written description of Chambers' Training Programme which is designed to enable you to meet the competences in the BSB's Professional Statement is reproduced at Appendix 2 to this Agreement OR set out in the Pupillage Policy at paragraphs XX and reproduced at Appendix 2.

3.7. If you cease to be a pupil in Chambers for whatever reason, Chambers will provide you on request with copies of your training records that apply to the period of pupillage completed in Chambers which record the extent to which you have demonstrated the achievement of the competences set out in the BSB's Professional Statement during your period of training in Chambers.

4. EXPECTED TIME COMMITMENT

⁵ It is suggested (see para 3.5.3 above) that Chambers' Training Programme and/or its policy on sickness or leave of absence from training should provide for the situation in which a failure to demonstrate competence is the result of absence from training due to sickness or other extenuating circumstances. In that event, chambers may consider whether an extension or deferral of pupillage might be appropriate to enable the pupil to complete their training (with the duration of any permitted extension reflecting the period necessary to enable the pupil to demonstrate competence rather than the period of absence).

- 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 [XX](#) hours each week.
- 4.2. We expect that you will spend at least [eight hours a day](#) undertaking education and training, a majority of which will be during Chambers' core business hours, save for periods when you are unable to work due to illness or injury or on vacation.
- 4.3. ***IF RELEVANT:*** You may on occasion be invited to attend evening or weekend events relevant to your education and training at your option.
- 4.4. ***IF RELEVANT:*** Further details of expected minimum and additional attendance are provided in Chambers' Pupillage Policy at paragraphs [XX](#).

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' Pupillage Policy at paragraphs XX OR state policy here](#).
- 5.2. Chambers will ensure that each of your pupil supervisors will have been appropriately trained in accordance with the BSB's requirements and will be registered as pupil supervisors with the BSB.
- 5.3. Chambers will ensure that you are covered by the insurance of your pupil supervisor for any legal services supplied to the public in the practising period of your pupillage.
- 5.4. Chambers will ensure that you are promptly provided with any necessary assistance you may need from Chambers or your pupil supervisors to comply with your own regulatory obligations relating to your pupillage, including registering your pupillage with the BSB, applying for any necessary waivers, and obtaining the provisional practising certificate necessary for you to practise during your second practising six months of pupillage.
- 5.5. Chambers will promptly notify the BSB during your pupillage of any material changes to the pupillage, including any change in the date of commencement or expected completion of your pupillage and changes of pupil supervisors. You personally are also required by the BSB to see that the BSB is promptly notified of such changes.
- 5.6. Chambers will provide or make available to you copies of the written policies set out in Appendix 1 to this agreement.

6. WHAT IS EXPECTED OF YOU

- 6.1. You are expected to comply with Chambers' policies and procedures applicable to pupils, including those listed at Appendix 1 to this agreement, data protection and [specify any other key policies – e.g. use of information and communication systems](#).

- 6.2. In accordance with your regulatory obligations, you must ensure that:
- 6.2.1. prior to the start of your pupillage you provide Chambers with clear documentary evidence of the matters set out at paragraph 1.1 above;
 - 6.2.2. you keep adequate training records throughout your pupillage; in particular to assist your pupil supervisor with your final assessment against the competences in the BSB's Professional Statement;
 - 6.2.3. you comply in full with your professional and regulatory obligations, including those set out in the BSB Handbook;
 - 6.2.4. at all material times throughout your pupillage you have been granted and maintain any necessary waivers by the BSB and that any material changes to pupillage are notified to the BSB promptly (material changes include changes of pupil supervisor, and changes in the date of commencement or date of expected completion of your pupillage);
 - 6.2.5. you do not provide legal services as a barrister during the non-practising period of your pupillage. The exception is doing a noting brief (taking notes during a trial) which you are permitted to do with the permission of your pupil supervisor or the Head(s) of Chambers;
 - 6.2.6. prior to starting the practising period of your pupillage, you have⁶:
 - 6.2.6.1. registered with the Information Commissioner's Office;
 - 6.2.6.2. been called to the Bar; and
 - 6.2.6.3. obtained a provisional practising certificate from the BSB.
 - 6.2.7. during the practising period of your pupillage, you do not provide legal services as a barrister without the permission of your pupil supervisor or the Head(s) of Chambers.
- 6.3. You warrant that your nationality or immigration status allows you to undertake the pupillage and you undertake to immediately notify Chambers if at any time you cease to be eligible to undertake the pupillage.

7. PUPILLAGE AWARD

⁶ See BSB's January 2020 Paper, Footnote 6

- 7.1. Subject to you commencing your pupillage and the other terms of this agreement Chambers will pay you a pupillage award of £amount (the “Award”).⁷
- 7.2. **IF RELEVANT:** The Award includes £amount of guaranteed earnings during the second six months of your pupillage.
- 7.3. **IF RELEVANT:** You may request advances on account of the Award of up to £amount to be paid to you in the 12-month period before your pupillage commences. If Chambers makes such advances:
- 7.3.1. they will be paid *insert details of payment schedule – e.g. in 12 equal monthly instalments from October 2020 to September 2021 inclusive;*
 - 7.3.2. advance payments will cease and you will be required to repay any sums paid to you on account of the Award if:
 - 7.3.2.1. you fail to complete the vocational component of Bar training (or Bar Transfer Test, if required);
 - 7.3.2.2. Chambers terminates this agreement in accordance with clause 11.2;
 - 7.3.2.3. you withdraw from the pupillage prior to its commencement;
 - 7.3.2.4. you terminate your pupillage before its end date without Chambers’ agreement.
 - 7.3.3. any sums you are required to repay to Chambers in accordance with clause 7.3.2 shall be recoverable by Chambers from you as a debt and Chambers will determine when, how and upon what terms any repayment is to be made, having due regard to the circumstances which have given rise to the obligation to repay; and
 - 7.3.4. advance payments on account of the Award will also cease in the event that Chambers withdraws your offer of pupillage pursuant to clause 11.3.
- 7.4. The Award (or the balance of the Award if advances are paid to you under clause 7.3 above) will be paid as follows: *Insert details of payment schedule – for example*
- 7.4.1. £amount will be paid in six equal monthly instalments from October 2020 to March 2021 (inclusive); and
 - 7.4.2. £amount will be paid in six equal monthly instalments from April 2021 to September 2021.

⁷ AETOs should have regard to the minimum pupillage award, which is set in relation to the Living Wage Foundation’s hourly rate recommendations. See Section C2-3 of the Bar Qualification Manual for further information about the current minimum funding amount: <https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual/part-2-for-students-pupils--transferring-lawyers/c2-responsibilities-of-aetos/c2-3-pupillage-funding.html>.

- 7.5. The instalments of the Award will usually be made by standing order direct into your bank or building society account on or around *insert relevant payment date – e.g. the [first/last] working day of each month [in advance/in arrears]*.
- 7.6. Chambers' current policy on earnings for work done for Chambers or members of chambers during pupillage is that⁸ *EITHER Chambers or the member of Chambers for whom the work has been undertaken will pay you for anything which because of its value warrants payment in addition to your pupillage Award. OR The Award is paid to you in lieu of payment for any individual item of work.*
- 7.7. The person responsible for administering Award payments is *Name, (Position)* whose contact details are *insert contact details*.
- 7.8. The Award will be reduced pro rata:
- 7.8.1. *IF RELEVANT* in relation to any period during which you are doing a period of pupillage at another Authorised Education and Training Organisation; and
- 7.8.2. in the event that you do not complete the full 12 months pupillage for whatever reason and no further monthly payments will be made.

8. EARNINGS DURING YOUR PRACTISING PERIOD

- 8.1. Any earnings which you receive for paid work undertaken for clients for whom you are instructed to act during your second practising six months of pupillage are *EITHER: additional to the Award. / OR IN THE EVENT OF GUARANTEED EARNINGS OFFERED: count towards the guaranteed earnings element of your award (please see para 7.2 above).*⁹
- 8.2. *IF RELEVANT:* Any earnings in respect of work done during your second six months of pupillage, whether payment is received when you are a pupil or tenant, will be subject to the then current Chambers' expenses contribution rate.

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*

⁸ See BSB's January 2020 Paper, para 11, 3rd bullet point: "If the AETO is a chambers, provide that either the AETO/self-employed barristers in chambers will pay the pupil for anything which because of its value warrants payment in addition to their pupillage award, or that the pupil is receiving a pupillage award or remuneration in lieu of payment for any individual item (Rule C116 of the BSB Handbook)."

⁹ AETOs should have regard to paragraphs 3.10-12 in Section C2-3 of the Bar Qualification Manual, i.e. "AETOs should not... profit from any pupillage." <https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual/part-2-for-students-pupils--transferring-lawyers/c2-responsibilities-of-aetos/c2-3-pupillage-funding.html>

Chambers' Pupillage Policy at paragraphs XX and in the Training Programme, at paragraph XX OR *state policy here*.¹⁰

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 **XX weeks'/months'** written notice to Chambers.
- 11.2. Chambers is entitled to withdraw the pupillage prior to its commencement and to terminate

the pupillage during your pupillage year with immediate effect at any time if: *state when termination by chambers may occur here, e.g.*

- 11.2.1. you commit a [serious] breach of the BSB Handbook;
- 11.2.2. you are guilty of a serious or persistent breach of Chambers' policies, procedures or codes of conduct applicable to you;
- 11.2.3. you are convicted of a criminal offence (other than an offence under any road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed);
- 11.2.4. you fail to meet the minimum attendance or other regulatory requirements of the BSB for commencing or completing the non-practising or practising periods of your pupillage training;
- 11.2.5. during the practising period of your pupillage you cease to hold a valid practising certificate;

¹⁰ See Footnote 12 below. As regards payment for the cost of resits of the professional ethics examination which will be compulsory from 1 September 2021, the BSB proposes that the cost of the examination and any first resit will be met from barristers' practising certificate fees but that the cost of any second or subsequent resits will be charged to the pupil or AETO (BSB's January 2020 Paper, page 7 and Footnote 3, where it is stated that the Training Programme must state whether the AETO will pay for second or subsequent resits). Chambers may well consider it appropriate that pupils should pay for any second or subsequent resits required to pass this examination.

- 11.2.6. your actions or omissions (whether or not in the course of the pupillage) bring or are such as to risk bringing the name or reputation of Chambers or its members into disrepute or to prejudice the interest of Chambers;
 - 11.2.7. your immigration status means you cease to be eligible to undertake or complete the pupillage.
- 11.3. Chambers may also withdraw or terminate your pupillage in the event that it ceases to be authorised by the BSB as an Authorised Education and Training Organisation or there is another regulatory, financial or practical impediment to Chambers continuing to provide your pupillage training.
- 11.4. If, during your pupillage, Chambers ceases to be able or authorised to take pupils, Chambers will promptly notify the BSB. In that event, Chambers will use its best endeavours to assist you to identify another set of chambers where you can complete your training (Authorisation Framework and Bar Qualification Manual Part 2 C3). In this event, the members of Chambers responsible for assisting you are: *insert name/position and contact details – e.g. your Pupil Supervisors / the Head of Pupillage / the Heads of Chambers whose contact details are...].*
- 11.5. **[OPTIONAL]** At any time on the request of Chambers and in any event on the termination of your pupillage howsoever arising, you shall return any property belonging to Chambers or any member or tenant of Chambers to Chambers or such member or tenant of Chambers (as appropriate).

12. TENANCY

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

13. DATA PROTECTION

- 13.1. Chambers will collect and process your personal data in accordance with the applicable laws and the relevant data privacy statement of Chambers in force from time to time.
- 13.2. You must comply with the data protection policy of Chambers and any tenant or member of Chambers with whom you are working and all applicable data protection laws and associated codes of practice (in each case in force from time to time) at all times when processing personal data in connection with your pupillage or that otherwise comes into your possession in the course of your pupillage.
- 13.3. You agree to enter into any data processing agreement that Chambers or any tenant or member of Chambers may reasonably require from time to time during your pupillage.

14. MISCELLANEOUS

- 14.1. **[OPTIONAL]** 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. **[OPTIONAL]** Any variation of the terms of this agreement must be made in writing and signed by you and Chambers.
- 14.3. **[OPTIONAL]** The termination of this agreement shall not affect any rights accrued as at the date of termination.

15. ARBITRATION

- 15.1. **[OPTIONAL]** 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. **[OPTIONAL]** 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. **[OPTIONAL]** This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.
- 16.2. **[OPTIONAL]** Save as provided in clause 15.1 each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Please confirm your agreement to these terms by signing and returning this agreement to [name](#) at [address](#) within the next [seven/14](#) days.

On behalf of [name of chambers](#), I confirm my agreement to the terms set out above.

Signed:

Name:

Position in chambers:

Date:

I confirm my agreement to the terms set out above.

Signed:

Name:

Date:

Appendix 1

Policies

List relevant policies here. Note, at a minimum, Chambers must provide pupils with policies covering the following:

*A **written absence from training policy** which (i) states as a minimum that pupils are entitled to four weeks' absence from training per annum i.e. 20 days in addition to Bank Holidays and (ii) includes provisions on sickness and other absence from training (Bar Qualification Manual Part 2 C3);*

*A **written complaints and grievances policy** which (i) states that pupils have a right to complain and (ii) sets out the procedure for dealing with complaints and grievances (Authorisation Framework);*

*A **written anti-harassment policy** which (i) states harassment will not be tolerated or condoned, and that pupils have a right to complain if it occurs (Rule C110.3.j of the BSB Handbook) and (ii) sets out the procedure for dealing with complaints of harassment;*

*A **written reasonable adjustments policy** aimed at supporting pupils among others (Rule C110.3.m of the BSB Handbook) which sets out the procedure for requesting reasonable adjustments;*

*A **written disciplinary policy** which states (i) the conditions under which Chambers may suspend or terminate the pupillage for disciplinary reasons, (ii) the required notice period (if any), (iii) the method for the pupil to appeal the decision of Chamber and (iv) whether Chambers may seek repayment from a pupil in the case of misconduct (in accordance with Rule C115 of the BSB Handbook). This written policy must set out what Chambers regards as disciplinary action and misconduct for the purposes of the policy e.g. 12 breaches of Chambers' policies or rules, breaches of the written agreement for pupillage and/or BSB disciplinary findings;*

*A **written recruitment policy** which provides details of any recruitment process for tenancy or employment following the completion of pupillage, including any additional period of training, assessment or probation (Authorisation Framework).*

Appendix 2

Training Programme

Set out a written description of Chambers' training programme (which may be an extract from Chambers' Pupillage Policy).

Note: The BSB requires that the Training Programme should identify:

- 1. Details of the training that will be undertaken and the supervision arrangements normally be expected in the non-practising and practising periods of pupillage, the frequency of appraisals or performance reviews and how final assessment against the competences in the BSB's Professional Statement will be conducted (Authorisation Framework);¹¹*
- 2. Details of the compulsory courses [and examinations] outside chambers that the pupil will be required by the BSB to complete during the pupillage year;¹²*
- 3. How assessment against the competences in the BSB Professional Statement will be conducted both at the end of the non-practising period and at the end of the practising period of pupillage; and*
- 4. Details of the course of action to be taken if, by reason of an extended period of absence from training due to sickness or other extenuating circumstances or in the absence of an appropriate pupil supervisor, there is a risk that the pupil will be unable to demonstrate the achievement of the competences set out in the BSB's Professional Statement prior to the completion of pupillage (Bar Qualification Manual Part 2 C3).¹³*

¹¹ Where a pupil will undertake a period of pupillage at another AETO, the Training Programme should also provide details of that training, as set out at paragraph 8 of the BSB's January 2020 Paper.

¹² See BSB Curriculum and Assessment Strategy at <https://www.barstandardsboard.org.uk/uploads/assets/0426fe70-72e5-48be-8618f7af3a28f1b0/curriculumandassessmentstrategy1april2019.pdf>. As at 1 May 2020, the compulsory course comprises the advocacy course only which should be completed prior to the start of the practising period of pupillage. From 1 September 2021, there will also be (1) a compulsory negotiation skills course; and (2) a compulsory professional ethics examination which the pupil must pass prior to completing pupillage.

¹³ See the BSB's January 2020 Paper, paragraph 8 and Footnote 4.