



The Bar Council

Common pupillage related FAQs

Purpose:	To help pupils and pupil supervisors by providing answers to commonly asked pupillage related questions.
Scope of application:	First six pupils, second six pupils, pupil supervisors and all practising barristers.
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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. Can I devil for another member of chambers for provision of legal services or representation? Can I do this in my first or second six?

The BSB Handbook defines devilling as follows: "'Devilling' means where a self-employed barrister ('A') arranges for another barrister ('B') in the same chambers to carry out work for A on the basis that A will be responsible for the payment of B's remuneration for such work and will be responsible to the client for the work as if it were their own. 'Devil' and 'devils' will be construed accordingly."

The definition does not cover arrangements by which a pupil in receipt of pupillage funding undertakes work for their pupil-supervisor, or for another member of chambers. Such arrangements have not, historically, been considered 'devilling'.

Accordingly, a first six pupil may assist another member of chambers with research, drafting, or other preparatory work as part of training, but cannot provide legal services or representation in their own right and cannot 'devil' within the meaning of the BSB Handbook.

A second six pupil holding a provisional practising certificate may accept instructions and appear in court in their own right, as they will have a provisional practising certificate. However, they are not acting as a 'devil' when doing so.

Advocacy or representation is not generally capable of being devilled in any event, and a pupil cannot provide representation on behalf of another barrister under a devilling arrangement. Please see our guidance document on [Devilling](#) for more details.

2. What can I call myself I am appearing before the courts in my second six?

Guidance gC62 in the BSB Handbook states: "If you are a pupil, you should not hold yourself out as a member of chambers and should ensure that those instructing you understand your status."

rS9 of the BSB Handbook provides that practising as a barrister includes holding yourself out as a barrister while providing legal services. A person who does not hold a full practising certificate must not describe themselves in a way which suggests they are practising as a fully qualified barrister.

A second six pupil should therefore describe themselves as “Pupil barrister (practising)” and should ensure that clients and courts understand their status where appropriate.

3. Can I work (a job not including or including provision of legal services) as a pupil that is outside chambers?

During the practising period of pupillage, a pupil may provide unreserved legal services in another capacity (for example, pro bono work with organisations such as Advocate, FRU, Liberty, Citizens Advice, or Law Centres), provided they do not hold themselves out as practising as a barrister in that role. Separate paid employment may also be undertaken.

Any such work must:

- Be approved by the pupil supervisor; and
- Not materially interfere with training requirements

The [Bar Qualification Manual](#) confirms that pupillage is structured training designed to ensure pupils meet the competences in the Professional Statement, and additional experience may properly contribute to that process where authorised.

4. What should I do if chambers breach pupillage funding or regulatory rules?

If you believe that chambers have breached pupillage funding requirements or other regulatory obligations, you should first raise the issue internally with your supervisor or head of pupillage in accordance with chambers’ procedures and Core Duty 5 (CD5), which requires you to act in a way that maintains public trust. If the

matter is not resolved, please contact the Bar Council's [Pupil Helpline](#) for further advice.

5. I am in my second six and earning money through chambers, and chambers want to deduct my earnings from my pupillage award. Can they?

During the practising period of pupillage (second six), chambers may take account of a pupil's own earnings when calculating what they pay by way of pupillage funding. RC114 provides that the minimum monthly amount payable to a practising pupil includes the specified amount "less such amount, if any, as the pupil may receive during that month from their practice as a barrister."

[The Bar Qualification Manual](#) further explains that "minimum monthly payments to pupils are mandatory" and that, in the practising period, "AETOs must cover the difference between a pupil's earnings and the minimum monthly amount," so as to ensure that pupils receive "a regular, minimum income throughout pupillage."

Accordingly, chambers may offset a pupil's second-six earnings against the pupillage award, but only to the extent permitted by the rules, and must still ensure that the pupil receives at least the prescribed minimum level of funding overall.

6. Insurance - who am I covered by and when?

As a pupil, you will be covered by your pupil supervisor's [Bar Mutual Indemnity Fund](#) (BMIF) insurance, or your employer's insurance (if you are completing pupillage at the employed Bar), for work performed during pupillage. If you are covered by the insurance of a pupil supervisor, and there is more than one pupil supervisor at any one time, there must be clarity as to which pupil supervisor's insurance covers you.

In your first six, this applies to work undertaken as part of supervised training. In your second six, once you hold a provisional practising certificate, you are covered for work you are authorised to undertake within that scope. You do not hold

separate personal cover; your protection derives from chambers' arrangements. If you act outside the scope of your authorisation, such as undertaking reserved legal activities without the appropriate practising certificate, you risk falling outside that cover and may be personally liable.

Once pupillage ceases, as a pupil you must apply immediately to the BMIF for your own cover for legal services offered in self-employed practice. As a practising barrister, if you are entering into a so-called "third six" arrangement, you should also contact BMIF to agree your own insurance cover.

7. Can I provide legal services if I am in the first six?

No. It is a breach of the BSB Handbook to practise as a barrister without a practising certificate. It is also a criminal offence to undertake any reserved legal activities when not authorised to do so (in accordance with the Legal Services Act 2007). For these reasons, practising pupils are issued with Provisional Practising Certificates.

As a pupil in the non-practising period, you will not hold a practising certificate. Therefore, you may not accept client instructions or supply legal services as a practising barrister.

8. I am approaching my second six and my clerks have put a case in my diary for day one of my second six. What happens if my provisional practising certificate is not issued in time?

A pupil may not exercise rights of audience or accept instructions as a practising barrister until their Provisional Practising Certificate has been issued. If a hearing is listed before authorisation takes effect, the pupil must not accept these instructions or appear as counsel. To ensure accordance with "You must observe your duty to the court in the administration of justice" (CD1), clerks should ensure that alternative representation is arranged.

9. What activities can I undertake in my first six?

During the non-practising period, pupils may undertake unreserved legal activities (according to the BSB Handbook definitions):

- Attend court
- Assist with drafting pleadings and opinions
- Undertake legal research
- Prepare chronologies and case summaries
- Attend conferences
- Observe negotiations and advocacy
- Draft noting briefs (with permission under rC116)

They may not undertake reserved legal activities:

- Accept instructions
- Exercise rights of audience
- Conduct litigation
- Provide legal advice directly to clients

10. What happens if my chambers don't sign off my pupillage?

Successful completion of pupillage requires certification by the AETO that a pupil has met the competences in the [Professional Statement](#). If pupillage is not signed off, you have not met the competences required by the [Professional Statement](#) for barristers (as required by rQ27 in the BSB Handbook), and you cannot obtain a full practising certificate or practise independently.

[The Authorisation Framework](#) requires that any decision not to sign off pupillage is based on a fair and properly evidenced assessment process, with clear reasons provided. This may involve repeating part or all of pupillage. You could raise concerns internally, contact the Bar Council's [Pupil Helpline](#), or where appropriate,

escalate the matter to the Bar Standards Board if you believe there are issues with fairness or regulatory compliance.

11. Can I undertake direct access work as a second six pupil?

No. Only barristers who have a full practising certificate can become qualified to accept public access instructions (rC120.1). Second six pupils do not have a full practising certificate, and it is, therefore, not possible for you to do direct access work.

If your pupil supervisor is direct access qualified, you can attend conferences, hearings, et cetera at which your supervisor is instructed by a direct access client, in the same way you can attend with your pupil supervisor when they are instructed by an instructing solicitor. But you cannot provide legal services to a public access client for the reasons set out above.

12. What is my status as a pupil? Am I employed or self-employed?

Pupils of an employed barrister or pupils of an employee of an authorised entity or body are considered as though they are an employee of the barrister's employer or the body concerned. Pupils in the employed Bar will generally have contracts or particulars of employment which provide for their employment status and will receive a salary. Where an authorised entity or body seconds a pupil to chambers, their status will generally remain as a pupil of an employed barrister even though they may be treated as a pupil of those chambers for the duration of their secondment.

By contrast, where pupillage is undertaken in chambers at the self-employed Bar, the [Bar Council's Written Pupillage Agreements](#) guidance states that pupillage "does not create an employment relationship between the pupil and chambers" and "shall [not] render you an employee, worker, apprentice, agent or partner of chambers". Accordingly, pupils are not themselves classified by the BSB as employed barristers

during pupillage but are treated as undertaking work-based training either within an employed practice environment or within chambers at the self-employed Bar.

13. What are my confidentiality obligations as a pupil?

As a pupil, you are bound by the duty of confidentiality under Core Duty 6 (CD6) of the BSB Handbook, which requires you to keep the affairs of each client confidential. This applies to all information obtained during pupillage, including work undertaken for your supervisor, cases you observe, and discussions within chambers.

Under rC15.5, you must not disclose confidential information unless disclosure is permitted or required by law or the client consents. This duty is not limited to your own cases and continues after pupillage ends.

Guidance such as gC134 to gC136 makes clear that confidentiality extends to all forms of communication, including electronic data, and requires appropriate safeguards. In practice, this means handling papers securely, avoiding inappropriate discussions, and exercising caution with email, cloud storage, and AI tools. Any breach may amount to professional misconduct.

14. What are my responsibilities if using AI during my pupillage?

Our [AI Guidance document](#) states that 'LLMs [generative AI tools] are not a substitute for human legal expertise, critical judgement, or diligent verification. The ultimate responsibility for all legal work remains with the barrister. Pupils must ensure that any use of generative AI tools complies with the Core Duties, particularly:

- CD2 (best interests of each client),
- CD6 (confidentiality),
- CD7 (competence), and
- CD3 (honesty and integrity).

Use of AI tools must not involve disclosure of confidential material unless authorised and secure, and all work produced using such tools must be checked carefully for accuracy before reliance or submission. Please see our [AI Guidance document](#) and the [BSB's AI Guidance](#) for further guidance and recommendations for the use of generative AI.

These questions are commonly asked by pupils and pupil supervisors via our Ethics Helpline and Pupil Helpline.

Additional resources

- [Pupil Helpline](#)
- [Ethics Helpline](#)
- [The Bar Qualifications Manual](#)
- [The BSB Handbook](#)
- [The Bar Council's Ethics & Practice Hub](#)

To suggest additional pupillage-related FAQs, please contact **Ava Turnock**:
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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

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