

CONTRACT FOR ENTERING INTO SINCLAIRSLAW TRAILBLAZER SOLICITOR APPRENTICESHIP APPLICATION PROCESS (2017-2018)

This contract should be read in conjunction with Appendix A (the Application process) and Appendix B (Sinclairslaw equality and diversity policy) which together form this contract (“the Agreement”)

Parties

The parties to this contract are:

Candidate Name..... **of**
 (“the Candidate”)

And

Sinclairslaw Limited of Charles House, Churchill Way, Cardiff, CF10 2HE (“the Firm”)

Preamble

1. This Agreement relates to your involvement in the Sinclairslaw Trailblazer Solicitor Apprenticeship Application Process (“the Application Process”), the details of which can be found within the agreement. It shall govern the nature of your relationship with the Firm during your involvement in the Application Process.
2. By entering into this Agreement, you agree to be bound by the terms set out herein and to any other terms which the Firm may bring to your attention, with reasonable notice, in writing at a later date. For the avoidance of doubt, the Firm reserves the right to withdraw, vary or add any criteria regarding the Application Process as set out in Appendix A should it consider reasonable at the Firm’s sole discretion.
3. By entering into this Agreement, you confirm that you do not have any criminal convictions or other findings made against you which would preclude you from being registered as a solicitor by the Solicitors Regulation Authority at the conclusion of the Solicitor Apprenticeship Training Programme. The Firm reserves the right to conduct its own background checks if considered necessary.
4. In consideration of the Candidate entering into this Agreement, the Firm shall ensure that the Candidate is assessed in a fair and transparent basis, with the consistent application by the Firm of its assessment criteria. In doing so, the Firm shall ensure it complies with its Equality and Diversity policy, which is annexed at Appendix B of this Agreement.
5. The Application Process shall be facilitated by employees of the Firm and where considered necessary, with the assistance of third parties such as laypersons, barristers, solicitors and experts who are not in the Firm’s employment. This is not an exhaustive list of third parties with whom the Firm may seek assistance.

Selection

Once the Firm has received all applications within the deadline set for Stage 1 of the Application Process, it shall begin to review those applications received and shortlist candidates. Thereafter, the Firm shall proceed with the Application Process as set out in Appendix A. The Firm shall apply its policy in a fair and consistent manner to all candidates. Where it considers necessary, the Firm reserves the right to ask Candidates for further information if the Firm finds that this information is required to fairly assess a candidate.

Communication

Information shall be disseminated to all candidates in writing throughout the Application Process. It is at the Firm's discretion whether this takes the form of letters or emails but where the situation requires urgent communication, information may be provided by telephone. Candidates will be required to raise all queries with the Firm through its mail box at solicitorapprenticeships@sinclairslaw.co.uk in the first instance. Telephone enquiries should be made only where the matter is urgent.

Training

At stages 3 and 5 of the Application Process, candidates shall be provided with training to prepare. This shall be delivered primarily by members of the Firm at the Firm's office but may also be delivered in conjunction with external providers. This cost for this training shall be covered by the Firm.

In entering this Agreement, you are confirming that you shall fully engage in the learning process and the delivery of any training provided. Should your performance and commitment be considered unsatisfactory, the Firm reserves the right to consider your continued involvement in the Application Process and may dismiss you from the Application Process as a consequence.

Conduct

During your involvement in the Application Process, the Firm expects all candidates to behave in a professional and courteous manner, being considerate of those around them. Should your conduct be considered unsatisfactory, the Firm shall issue you with a warning and may at its sole discretion dismiss you from the Application Process.

Should evidence of collusion or other malpractice come to the attention of the Firm in relation to your involvement of the Application Process, it reserves its right to review your continued involvement in the Application Process. In making its decision, the Firm shall consider any representations you may make in support. However, the decision of the Firm shall be final and it shall retain full discretion to determine your continued involvement in the Application Process and shall not be obliged to provide written reasons for its decision.

Any qualifications or experience which you represent to having obtained to the Firm as part of the Application Process may be checked by the Firm. Should any inaccuracies or inconsistencies be found from such checks, it shall prima facie be considered that the information submitted to us by you was false and your conduct was dishonest. In such circumstances, your continued involvement in the Application Process shall be terminated immediately. Therefore, please ensure all information provided throughout the Application Process is correct and true to the best of your knowledge.

Deadlines

All candidates shall be given reasonable notice by the Firm of any deadlines set throughout the Application Process. Should a candidate be unable to meet the deadline set, they must as soon as they become aware, notify the Firm at the mailbox solicitorapprenticeships@sinclairslaw.co.uk. Once such a notice has been received, the Firm shall consider whether the reasons provided justify flexibility of the deadline set. Therefore, evidence should be submitted where appropriate, i.e Doctor's sick note.

Feedback

Where candidates are not successful, feedback shall be provided at the sole discretion of the Firm. Should the Firm decide to provide feedback, it shall be in written form and be provided by the Firm within a reasonable time of the request being received, depending on business commitments of the Firm at that time. Due to the level of demand expected, it is anticipated

that the Firm shall be unlikely to be able to provide feedback to any candidate removed from the Application Process prior to stage 3.

Reasonable Costs

At the discretion of the Firm, candidates may seek reasonable expenses for their involvement in the Application Process for, for instance, travel expenses. Such requests should be made in writing in advance of them being incurred, alongside reasons, to solicitorapprenticeships@sinclairslaw.co.uk.

Promotion and Social Media

In promoting the Application Process, the Firm may choose to adopt a variety of forms of media such as its own website, Facebook, Twitter and other such social media platforms. In entering this Agreement, you expressly consent to being recorded in any such recordings made during the course of the Application Process.

Furthermore, you expressly consent to the broadcasting of these recordings on any such platform as the Firm deems appropriate and waive any right you may have over these recordings. Should you refuse for these recordings to be used to promote the Application Process, the Firm reserves its right to withdraw you from the Application Process.

In consideration of you waiving your rights in relation to promotional media, the Firm shall use its best endeavours to safeguard your privacy and shall fully comply with its requirements to protect personal information in accordance with the Data Protection Act 1998.

Proof of Identity

As a firm of solicitors, we are obliged to obtain satisfactory evidence of the identity of those with whom we form professional relationships with. Therefore, we should be obliged, if you would provide us with documents to verify your identity and address. Please send this to us along with your Stage 1 Application. This will be a copy of your passport photo page and any document containing your name and address from a local authority, bank etc.

Confidentiality

Solicitors are under a professional and legal obligation to keep their business affairs confidential. This obligation, however, is subject to a statutory exception. Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty, in certain circumstances, to disclose information to the National Criminal Intelligence Service. Where a solicitor knows or suspects information has come to its possession which may involve money laundering, the solicitor may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping off."

By entering this Agreement, you agree to keep confidential any information relating to clients and or business details and to treat it as sensitive information. Furthermore, You undertake to the Firm, both during and after your involvement in this Application Process, to keep all confidential information obtained in the course of your involvement strictly private and not to divulge the same, whether directly or indirectly (except as required by law) to any person, firm or for any purpose other than the bona fide purposes of this application process.

You agree that you shall not during your involvement in the Application Process with the Firm, and at all times (without limit) after your involvement comes to an end, regardless of how that occurs, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organisation whatsoever, or disclose to any person, company, business entity or other organisation whatsoever, any trade secrets or confidential information relating or belonging to the Firm. This includes but is not limited to such information relating to clients, client lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, to include any information in respect of the

Firm's web site or any other computer information to include software devised by the Firm or by a business with whom the Firm has a relationship, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines, research activities, any document marked 'Confidential', or any information which you have been told is 'Confidential' or which you might reasonably expect the Firm would regard as 'Confidential', or any information which has been given to the Firm in confidence by customers, suppliers or other persons.

The obligations contained in this provision shall not apply:

- to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure (whether by you or a third party);
- to any act in the proper involvement in the Application Process;
- where such use or disclosure has been properly authorised by the Firm;
- to any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction.

"confidential information" shall be construed to mean all sensitive information, whether in hard copy form or otherwise, relating to the business of the Firm, the Firm or its clients, save for any such information which is in the public domain other than by unauthorised disclosure and which could be discovered without an undue expenditure of time and money.

Intellectual Property

All copyright or other intellectual property rights in any materials or systems developed by you in your involvement of the Application Process shall belong to the Firm and you must fully cooperate to ensure that you release any information that the Firm may require from you either during the course of your involvement in the Application Process or within a reasonable time after your involvement in the Application Process has come to an end. You waive any moral rights you may have in relation to any such copyright or other intellectual property rights under Chapter IV of the Copyright Designs and Patents Act 1988.

Health and Safety Policy

The Firm fulfils its duty to ensure, as reasonable practicable, the health and safety of those in its employment. This includes those that are on the Firm's premises as a visitor and the Firm accordingly has appropriate Occupiers Liability Insurance to cover it from liability of this nature. However, the Firm shall not accept liability for injury or loss sustained as a result of your own lack of care and negligence whilst on the Firm's premises. Upon request by the Candidate, the Firm shall provide a copy of the Health and Safety Procedures adopted by the Firm. Such requests should be sent to the Personnel Department.

Retention of Documentation

After your involvement in the Application Process, the Firm shall be entitled to keep all your papers and documents. However, at the Firm's sole discretion, you may be allowed to keep some documents upon request.

Raising Concerns with Us

If you have any concerns about the manner in which the Application Process is being undertaken and/or a decision that has taken, please direct your concerns to Mr Gregory Evans, who is the Deputy Chief Executive of the Firm. If that does not resolve the problem to your satisfaction and you would prefer not to speak to Mr Evans then please direct your concerns to Mr Robert North, one of the directors of the Firm who is responsible for hearing and dealing with complaints.

Limit of Liability

In entering this Agreement, you agree that the Firm cannot accept any responsibility for any loss, financial or otherwise, you may incur as a result of your involvement in the Application Process. In entering this agreement, you agree that you cannot hold the Firm responsible for any inaccuracies which may be found in any training material or training delivered during the Application Process and any losses which may flow.

Governing Law and Applicability

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Should any aspect of this Agreement be deemed invalid from a legal perspective, the invalidity of those specific provisions shall not deem the remainder of the Agreement to also be invalid and it shall continue as if the parts severed never formed part of the original Agreement.

Execution

Name of Candidate:

Date:

Signature:

Or

Name of Candidate:

Name of Parent/Guardian of Candidate
(Signing on behalf of under 18):

Date:

Signature:

Appendix A – Application Process

Stage 1 – Open Application - Open 15th July 2017 to Close of 1st September 2017

Minimum requirements: Candidates must have achieved a minimum of 3 AS Levels at BBB (or equivalent) or be predicted 3 A-Levels at BBB (or equivalent). Also, candidates must have achieved 5 GCSEs at Grade C to include Maths and English. Please note that the Application Process is open to candidates who have already achieved A level final grades at BBB.

Candidates are to provide the following documents to the solicitorapprenticeships@sinclairslaw.co.uk mailbox by the deadline of 1st September 2017.

1. A CV detailing the grades stated above and any work experience or extracurricular activities undertaken by the candidate;
2. 2 references. One must be academic (from either a head teacher or equivalent) and the other must be professional;
3. 300 word essay to the following question “Why do you want a career in the law and why do you want to undertake the solicitor apprenticeship programme with Sinclairslaw?”

Upon applications being received, they shall be reviewed by the Firm and a shortlist shall be drawn up for Stage 2.

Stage 2 – Assessment Day - October 2017

The shortlisted candidates shall be invited to attend an assessment day at the Firm’s headquarters, on a date to be confirmed. This assessment day shall consist of the following:

1. Situational Judgment Test – candidates will be presented with a multiple choice questionnaire which will assess their ability to prioritise and delegate tasks as well as other scenarios faced in the working environment.
2. Comprehension Test – candidates will be provided with a series of short passages to read and then answer multiple choice questions based on their interpretation of the passages.
3. Informal Interview– this will be a brief informal chat with 2 members of the Firm to give you an opportunity to introduce yourself.

The overall results of tests and feedback from the interview shall be taken into account in deciding the shortlist for Stage 3.

Stage 3 – Formal Presentation - December 2017

The shortlisted candidates shall prepare a 5 minute talk on a business or law related topic. They will need to be prepared to answer questions from the audience and also prepare a handout to give to the audience for the purpose of the talk. The talk shall take place on a date to be confirmed in December 2017 and training shall be provided in workshops leading up to this presentation at a date to be confirmed in early December 2017.

Stage 4 – Formal Interview - January 2018

Successful candidates from Stage 3 shall be shortlisted to take part in a formal interview with the Firm’s CEO Mr Michael Charles and the Deputy CEO Mr Gregory Evans. This interview shall be a minimum of 1 hour in duration and the candidate will be expected to speak about their experience of the Application Process to date and answer any questions which the

interviewers deem appropriate for determining whether the candidate should reach the final stage.

References obtained at Stage 1 may be used at this stage to inform the decision making process. The interviewers shall seek the views of the Firm's Management Committee and other employees in reaching their decision on the finalists.

Stage 5 – Mooting Final - February to March 2018

February 2018 – Shortlisted candidates will be provided with training sessions by the Firm to prepare them for the final moots in March 2018. Informal practice moots shall take place and candidates will be supported to prepare for the final moot.

March – On dates to be confirmed, final moots shall take place to determine which candidates should be offered the Solicitor Apprenticeship with SinclairsLaw. Whilst feedback will be taken into account from attendees, the decision of the Firm shall be final.

The successful candidates will be announced in April 2018 by letter and published on the Firm's website.

Appendix B – Equality and Diversity Policy

12. Equality & Diversity

The firm is fully committed to a policy of equal opportunities and observes zero tolerance of any kind of discrimination. This applies equally to the approach to staff employed by the firm and to the services offered to our clients and any dealings with third parties. We actively promote equality pursuant to the Equality Act 2010 and the Disability Discrimination Act 2005.

Equality & Diversity Policy

The firm is committed to providing equality of opportunity and maximising the benefits, for all, to be gained from recognising and respecting people diversity. The firm's Equality and Diversity Officer is Mr Gregory Evans who is the director and senior person responsible for implementation of this policy.

SRA Regulations (2011)

The Solicitors Regulation Authority's (SRA) Mandatory Principle No 9 requires us to:

“Run our business or carry out our role in the business in a way that encourages equality of opportunity and respect for diversity”

Discrimination

The firm, its owners, directors, directors, managers and staff will not discriminate or tolerate unlawful discrimination based on any of the "protected characteristics set out in the Equality Act 2010 or the legal sector Quality Standards referred to below

Equality Act 2010 - "protected characteristics" are listed as

1. Age
2. Disability
3. Gender Reassignment
4. Marriage and Civil partnership
5. Pregnancy and Maternity
6. Race
7. Religion and Belief
8. Sex
9. Sexual Orientation

The LSC's SQM lists additional/differently-worded characteristics:

- Colour
- Ethnic or national origins,
- Marital status

Types of Discrimination

- **Direct Discrimination** – one person is treated less favourably than another based on a protected characteristic
- **Indirect Discrimination** – a rule or policy that applies to everyone that can inadvertently disadvantage someone with a protected characteristic (unless it is a “proportionate means of achieving a legitimate business aim”)
- **Associative Discrimination** – direct discrimination takes place against someone because they associate with someone who has a protected characteristic e.g. A carer of a person with a disability

- **Discrimination by Perception** - direct discrimination because others think (wrongly) that someone has a protected characteristic – e.g. when they think someone is gay when they are not and discriminate against them on the basis of that perception

Harassment and Victimisation

The firm will not tolerate or permit Harassment or Victimisation of any kind either of our own personnel, clients or persons external to our organisation with whom we interact professionally

- **Harassment** – including unwanted or inappropriate attention or behaviour that staff find offensive even if not directed against them personally
- **Harassment** by a Third Party
- **Victimisation** – someone being treated badly because they have complained, raised a grievance or supported someone who has e.g. whistle blower or complainant

Application of the Policy

This policy will be made available to all staff and will apply as follows, to the:

Internally

- Recruitment, selection, treatment, training, promotion, discipline and dismissal of all staff including the appointment of director or directors
- Employment and directorship, and conditions of service
- The planning and provision of services for clients

Externally

- The provision and delivery of services to clients
- Instruction of counsel or other experts, in all professional dealings
- In all dealings with the other party's representatives

Implementation & Integration of Policy

We will implement and integrate this policy into our processes and procedures as follows:

- Training - The firm will ensure that all directors, managers and other staff are trained to understand and apply our Equality & Diversity Policy.
- Recruitment - open recruitment methods such as the use of job centres, careers services and press advertisements (as appropriate) and such recruitment notices will, where possible refer to our Equality and Diversity policy
- Selection – A job description and person specification setting out the skills, knowledge and experience (essential and desirable) will be prepared and all applications for that job will be scored, shortlisted, and interviewed using the same questions based on the job description and person specification
- Induction – All successful candidates will be given a copy of this policy during their induction to the organisation and its importance emphasised
- Job Applications – We will monitor job applicants in terms of gender, age, disability, sexual orientation, religion and ethnicity. Monitoring sheet appended at (vii).
- Monitoring Diversity – the organisation will from time to time carry out an analysis and

review of its mix of employees/directors and consider whether this provides evidence of effective implementation of the Equality and Diversity policy or if further action is required e.g. change or procedure or further training of its managers and senior personnel

- Client Care & Complaints – Our client care letters will contain a statement on our Equality & Diversity statement and inform the client that they can raise any complaints under complaints procedure.
 - We will review our complaints annually to check if any equality and diversity issues arise e.g. access to our services by someone with a disability.
 - We will also provide services to clients in a way that respects diversity
 - We will make reasonable adjustments to ensure that disabled clients, employees or managers are not placed at a substantial disadvantage compared to those who are not disabled, and we will not pass on the costs of these adjustments to these disabled clients, employees or managers
- Annual Review of this Policy and Procedures – We will carry out an annual review of the policy, taking into account (inter alia) the above analysis to verify it is in effective operation across the practice. We will have regard, in such reviews, as to whether any of our policies or procedures might lead to indirect discrimination.

Enforcement – Breach of this Policy

It is hoped that as a result of training, all staff will see the benefits of complying with all aspects of this policy.

If however, there is an alleged breach of this policy, the allegations will be treated as disciplinary offences and fully investigated under our Disciplinary Procedures.

We will deal with the matter fairly and reasonably but in some circumstances it could lead to dismissal.

As an indication of how important this policy is to us, as can be seen for the organisational structure, we have appointed a senior person with responsibility for this policy, its effective implementation and enforcement.

Complaints from clients and external people or organisations will be dealt with under our clients' complaints procedure and the disciplinary procedure as appropriate.

Complaints of discrimination will be dealt with promptly, fairly, openly, and effectively.

If anyone is concerned that a breach of this policy may be occurring, or has a complaint that they are a victim of a breach, they should immediately report this to any director, head of department or manager.

Diversity

We all come from different backgrounds and each brings with us a wealth of life experiences that shape us into the unique individual we each are.

The organisation is therefore a rich tapestry of people which make it different from any other organisation.

We therefore often have different perspectives of the challenges and opportunities we face in the practice.

In our decision-making, business planning and process improvement, we therefore wish to benefit from these different perspectives.

Equality and Diversity is not about treating everyone as if they were the same. It's about recognising and valuing the difference and ideas that each individual can bring to the firm.

It is about the benefits to all of us of equality fairness and difference.

It is about treating each other with respect and courtesy at all times.

Disability Provisions

In addition to the firm's obligations not to discriminate against, harass or victimise those with a disability, the firm is also subject to a duty to make reasonable adjustments to prevent those employees (directors, members of staff) and clients who are disabled from being at a disadvantage in comparison with those who are not disabled.

All such requests will be considered and acted upon in line with this duty.

Positive action

Although it is unlawful to discriminate in favour of certain groups on the grounds of race or sex, positive action to enable greater representation of under-represented groups is permitted by law and the appropriateness of such action will be kept under review.

Clients

The firm is generally free to decide whether to accept instructions from any particular client, but any refusal to act will not be based upon the race, colour, ethnic or national origins, sex, creed, disability or sexual orientation of the prospective client. As above, equality is promoted in accordance with the relevant statute.

Barristers

- (a) Barristers should be instructed on the basis of their skills, experience and ability. The firm will not, on the grounds of race, colour, ethnic or national origins or sexual orientation, or unfairly or unreasonably on the grounds of disability, avoid briefing a barrister and will not request barristers' clerks to do so.
- (b) Clients' request for a named barrister should be complied with, subject to the firm's duty to discuss with the client the suitability of the barrister and to advise appropriately.
- (c) The firm has a duty to discuss with the client any request by the client that only a barrister of a particular racial group or sex be instructed. The firm will endeavour to persuade the client to modify instructions, which appear to be given on discriminatory grounds. Should the client refuse to modify such instructions, the firm will cease to act.

All Dealings

The firm will deal with all persons with the same attention, courtesy and consideration regardless of race, colour, ethnic or national origin, sex, creed, disability or sexual orientation.