The Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons 2012 –

as referred to in Rule rC30.9c of the BSB Handbook

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions of Contract for the Supply of Services by Barristers to Authorised Persons (as defined below) ("the Conditions"):

1.1.1 reference to a clause is to the relevant clause of these Conditions;

1.1.2 headings are included for convenience only and do not affect the interpretation of these Conditions;

1.1.3 references to "parties" or a "party" are references to the parties or a party to the Agreement;

1.1.4 references to the masculine include the feminine and references to the singular include the plural and vice versa in each case;

1.1.5 references to a person include bodies corporate (including limited liability partnerships) and partnerships, in each case whether or not having a separate legal personality, except where the context requires otherwise;

1.1.6 references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.1.7 references to any provision of the Code include references to that provision as amended replaced or renumbered from time to time; and

1.1.8 references to a person or body include references to its successor.

1.2 In these Conditions, the following words have the following meanings, except where the context requires otherwise:-

"the Agreement"

the agreement between the Barrister and the Authorised Person for the Barrister to provide the Services on the terms set out in these Conditions;

"the Authorised Person"

the person who is an authorised person for the purposes of s. 18(1)(a) of the Legal Services Act 2007 and whose approved regulator under that Act is the Law Society and/or the SRA, and all successors and assignees;

"the Barrister"

the barrister, practising as a member of the Bar of England & Wales, who is willing and able in that capacity to provide the Services in connection with the Case and in accordance with the Instructions from the Authorised Person on behalf of the Lay Client;

"the Case"

the particular legal dispute or matter, whether contentious or non-contentious, in respect of which the Barrister is Instructed to provide the Services;

"the Code"

the Code of Conduct in the BSB Handbook, as amended from time to time;

"Conditional Fee Agreement"

the meaning ascribed to those words by section 58 of the Courts and Legal Services Act 1990;

"the Instructions"

the briefs, instructions and requests for work to be done (and all accompanying materials) given by the Authorised Person to the Barrister in whatever manner to enable him to supply the Services, and "Instruct" and "Instructing" shall have corresponding meanings;

"Invoice"

includes a fee note not amounting to a VAT invoice

"the Law Society"

the Law Society of England and Wales

"the Lay Client"

the person for whose benefit or on behalf of whom the Barrister is Instructed by the Authorised Person to provide the Services (who may be the Authorised Person where the Case concerns the affairs of the Authorised Person)

"the Services"

the legal services provided by the Barrister in connection with the Case pursuant to the Instructions provided by the Authorised Person;

"the SRA"

the Solicitors Regulation Authority; and

"the SRA Code"

the part of the SRA Handbook published by the SRA on 16 September 2011 referred to as the "SRA Code of Conduct 2011" as amended from time to time.

2. APPLICATION OF THESE CONDITIONS

2.1 The Barrister provides the Services requested by the Authorised Person on the terms set out in these Conditions and subject to his professional obligations under the Code.

2.2 These Conditions (other than this clause 2.2) may be varied if, but only if, expressly agreed by the Parties in writing (including by exchange of emails).

2.3 By instructing the Barrister to provide further Services in relation to the Case, the Authorised Person accepts these Conditions in relation to those further Services, as well as in relation to the Services which the Barrister is initially instructed to provide.

2.4 These Conditions do not apply in the following circumstances:

2.4.1 the Barrister is paid directly (a) by the Legal Services Commission, through the Community Legal Service or the Criminal Defence Service or (b) by the Crown Prosecution Service; or

2.4.2 the Barrister has entered into a Conditional Fee Agreement in relation to the Case that does not specifically incorporate these Conditions.

2.5 Nothing in these Conditions nor any variation referred to in clause 2.2 shall operate so as to conflict with the Barrister's duty under the Code or with the Authorised Person's duty under the SRA Code.

3. THE INSTRUCTIONS TO THE BARRISTER

3.1 The Authorised Person must ensure the Instructions delivered to the Barrister are adequate to supply him with the information and documents reasonably required and in reasonably sufficient time for him to provide the Services requested.

3.2 The Authorised Person must respond promptly to any requests for further information or instructions made by the Barrister.

3.3 The Authorised Person must inform the Barrister immediately if there is reason to believe that any information or document provided to the Barrister is not true and accurate.

3.4 Where the Authorised Person requires the Barrister to perform all or any part of the Services urgently the Authorised Person must ensure that:

3.4.1 all relevant Instructions are clearly marked "Urgent"; and

3.4.2 at the time the Instructions are delivered the Barrister is informed in clear and unambiguous terms of the timescale within which the Services are required and the reason for the urgency.

3.5 The Authorised Person must inform the Barrister within a reasonable time if the Case is settled or otherwise concluded.

4. RECEIPT AND ACCEPTANCE OF THE INSTRUCTIONS

4.1 Upon receipt of the Instructions, the Barrister will within a reasonable time review the Instructions and inform the Authorised Person whether or not he accepts the Instructions.

4.2 The Barrister may accept or refuse the Instructions in the circumstances and for the reasons set out in the Code and the Barrister incurs no liability if he refuses any Instructions in accordance with the Code.

4.3 Notwithstanding acceptance of Instructions in accordance with Clause 4.1 above, the Barrister shall be entitled to carry out any customer due diligence required by the Money Laundering Regulations 2017. The Authorised Person will provide the Barrister with all

reasonable assistance to carry out any necessary customer due diligence including (if required to do so) consenting to the Barrister relying upon the Authorised Person under Regulation 39 of the Money Laundering Regulations 2017.

4.4 In the event that the Barrister reasonably considers that the requirements of the Money Laundering Regulations have not been satisfied he may within a reasonable period after receipt of the Instructions withdraw any acceptance of those Instructions without incurring any liability

4.5 Subject to the preceding provisions of this Clause 4, the Agreement comes into effect upon the Barrister accepting the Instructions.

5. CONFIDENTIAL INFORMATION AND PUBLICITY

5.1 The Barrister will keep confidential all information provided to him in connection with the Case unless:

5.1.1 he is authorised by the Authorised Person or the Lay Client to disclose it;

5.1.2 the information is in or comes into the public domain without any breach of confidentiality on the part of the Barrister; or

5.1.3 he is required or permitted to disclose it by law, or by any regulatory or fiscal authorities, in which case, to the extent that he is permitted to do so, he will endeavour to give the Authorised Person and/or the Lay Client as much advance notice as possible and permitted of any such required disclosure.

52 The Barrister owes the same duty of confidentiality to other lay clients, and will therefore not disclose or make use of any information that might be given to him in confidence in relation to any other matter without the consent of his other lay client, even if it is material to providing the Services.

5.3 Unless the Authorised Person expressly informs the Barrister to the contrary in advance in writing, the Barrister may allow the Instructions to be reviewed by another barrister or by a pupil (including a vacation pupil or mini-pupil) in chambers, on terms that that other barrister or pupil complies with clause 5.1.

5.4 Subject to his obligation under clause 5.1, the Barrister may make and retain copies of the Instructions and any written material produced by him.

5.5 To the extent such information is already in the public domain, the Barrister may disclose in his marketing and similar materials, and to prospective clients and publishers of legal directories that he is or has been instructed by the Authorised Person and/or for the Lay Client and the nature of the Case. To the extent any such information is not already in the public domain, the Barrister may only refer to it for marketing purposes in a form which sufficiently preserves the Lay Client's privilege and confidentiality and (where the law so requires) with the Lay Client's consent.

6. ELECTRONIC COMMUNICATION

6.1 Unless otherwise directed by the Authorised Person, the Barrister may correspond by means of electronic mail, the parties agreeing hereby:

6.1.1 to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access; and

6.1.2 to use commercially reasonable procedures to maintain security of electronic mail and to check for commonly known viruses in information sent and received electronically.

7. DATA PROTECTION

7.1 The Barrister is a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) and Data Protection Act 2018 and is bound by the Regulation and the Act amongst other things, to implement appropriate technical and organisational measures to ensure an appropriate level of security of personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Barrister is entitled to process (which includes obtaining, consulting, holding, using and disclosing) personal data of the Lay Client, the Authorised Person and others to enable him to provide the Services; to liaise with the Authorised Person in respect of the Lay Client's case or on the Lay Client's behalf; to pursue his legitimate interests, including maintaining and updating client records, producing management data, preventing crime, and publicising his activities as set out in clause 5.5 above, except where those interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data; and to comply with legal and regulatory requirements to which he is subject.

8. PROVIDING THE SERVICES

8.1 The Barrister will exercise reasonable skill and care in providing the Services. The Barrister acknowledges the existence of a duty of care owed to the Lay Client at common law, subject to his professional obligations to the Court and under the Code.

8.2 The Barrister will provide the Services by such date as may be agreed between the parties, and in any event will do so within a reasonable time having regard to the nature of the Instructions and his other pre-existing professional obligations as referred to in paragraphs CD7, rC18, rC21 and rC87 of the Code of Conduct in the BSB Handbook.

8.3 The Barrister may delegate the provision of any part of the Services but will remain responsible for the acts, omissions, defaults or negligence of any delegate as if they were the acts, omissions, defaults or negligence of the Barrister.

8.4 The Barrister will, in addition, provide all information reasonably required to enable the Lay Client and/or Authorised Person to assess what costs have been incurred and to

obtain and enforce any order or agreement to pay costs against any third party.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All copyright and other intellectual property rights of whatever nature in or attaching to the Barrister's work product, including all documents, reports, written advice or other materials provided by the Barrister to the Authorised Person or the Lay Client belong to and remain with the Barrister. The Authorised Person and the Lay Client have the right and licence to use the Barrister's work product for the particular Case and the particular purpose for which it is prepared. If the Authorised Person or the Lay Client wishes to use copies of the Barrister's work product for purposes other than those for which it is prepared, this will require the express written permission of the Barrister. The moral rights of the Barrister in respect of his work product are asserted.

10. LIABILITY

10.1 Subject to Clause 10.2 below, the Barrister is not liable:

10.1.1 For any loss or damage, however suffered, by any person other than the Lay Client;

10.1.2 for any loss or damage, however suffered, which is caused by inaccurate, incomplete or late Instructions;

10.1.3 for any indirect or consequential loss however suffered.

10.2 Nothing in Clause 10.1 shall operate so as to exclude liability where such exclusion is prohibited by law.

10.3 The Barrister's total liability (for loss or damage of any kind including interest and costs) is limited to the amount of their professional indemnity insurance cover at the date of starting to carry out the instructions.

11. FEES

11.1 The fee for the Services shall in all cases comply with paragraph rC9.7 of the Code and will be calculated as agreed between the Barrister (or his clerk on his behalf) and the Authorised Person, whether prospectively or retrospectively.

11.2 The Barrister may agree to provide the Services for a fixed fee or may agree to provide the Services on the basis of an agreed hourly rate or on such other basis as may from time to time be agreed. If an hourly rate is agreed:

11.2.1 the agreed hourly rate will be subject to reasonable periodic review by the Barrister, and in addition may be reviewed by the Barrister to reflect any reasonably significant changes in his status or seniority;

11.2.2 any variation of the agreed hourly rate and the date on which it shall take effect shall be

agreed with the Authorised Person, and in default of agreement the Barrister shall be entitled to treat the Agreement as having been terminated by the Authorised Person, subject to the Barrister's obligations under paragraphs rC25-rC27, and related guidance, of the Code.

11.3 If no fee or hourly rate is agreed, then the Barrister is entitled to charge a reasonable fee for the Services having regard to all relevant circumstances.

11.4 The fee for the Barrister's Services is exclusive of any applicable Value Added Tax (or any tax of a similar nature), which shall be added to the fee at the appropriate rate.

12. BILLING, PAYMENT AND INTEREST

12.1 The Barrister shall be entitled to deliver an Invoice to the Authorised Person in respect of the Services or any completed part thereof and any disbursements at any time after supplying the Services or the relevant part thereof.

12.2 The Barrister shall deliver an Invoice to the Authorised Person in respect of the Services or any part thereof and any disbursements as soon as reasonably practicable after and not more than 3 months from the earliest of: (a) a request by the Authorised Person; (b) notification by the Authorised Person that the Case has settled or otherwise concluded; or (c) termination of the Agreement.

12.3 The Invoice must set out an itemised description of:

12.3.1 the Services provided by the Barrister and the fees charged;

12.3.2 any disbursements incurred and the cost thereof; and

12.3.3 VAT (or any tax of a similar nature), if any.

12.4 The Authorised Person must pay the Invoice within 30 days of delivery, time being of the essence, whether or not the Authorised Person has been put in funds by the Lay Client. The Invoice must be paid without any set-off (whether by reason of a complaint made or dispute with the Barrister or otherwise), and without any deduction or withholding on account of any taxes or other charges.

12.5 Where the Barrister has delivered a fee note, on request by the Authorised Person the Barrister will deliver a VAT invoice following receipt of payment.

12.6 If the Invoice remains outstanding more than 30 days from the date of delivery, the Barrister is entitled:

12.6.1 to the fixed sum and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;

12.6.2 to sue the Authorised Person for payment; and

12.6.3 subject to the Barrister's obligations to the Court and under paragraphs rC25-rC27 of the Code, to refrain from doing any further work on the Case unless payment for that further work is made in advance.

13. TERMINATION

13.1 The Authorised Person may terminate the Agreement by giving notice to the Barrister in writing at any time.

13.2 The Agreement will terminate automatically as soon as the Barrister is under an obligation pursuant to paragraphs rC21-rC30 and related guidance of the Code or otherwise to withdraw from the Case or to cease to act and has complied with any requirements of the Code in so doing.

13.3 The Barrister may terminate the Agreement by written notice when he is entitled pursuant to paragraphs rC25-rC27 of the Code or otherwise to withdraw from the Case or cease to act and has complied with any requirements of the Code in so doing.

13.4 For the avoidance of doubt, termination of the Agreement, whether under this clause 13 or otherwise, does not affect or prejudice any accrued liabilities, rights or remedies of the parties under the Agreement.

14. WAIVER

14.1 Except where expressly stated, nothing done or not done by the Barrister or the Authorised Person constitutes a waiver of that party's rights under the Agreement.

15. SEVERABILITY

15.1 If any provision of these Conditions is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of these Conditions which will remain in full force and effect.

15.2 If any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such deletions as may be necessary to make it valid and enforceable.

16. EXCLUSION OF RIGHTS OF THIRD PARTIES

16.1 This Agreement governs the rights and obligations of the Barrister and the Authorised Person towards each other and confers no benefit upon any third party (including the Lay Client). The ability of third parties to enforce any rights under the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

17. ENTIRE AGREEMENT

17.1 Subject to clauses 2.2 and 11.1, the Agreement, incorporating these Conditions, comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Agreement on the basis of any representation.

18. NOTICES AND DELIVERY

18.1 Any notice or other written communication to be given or delivered under this Agreement may be despatched in hard copy or in electronic form (including fax and email) and shall in the case of a notice to be given to the Barrister be given to him at his last known Chambers' address, fax number or email address and shall in the case of a notice to be given to the Authorised Person be given to him at his last known place of business, fax number or email address.

18.2 Notices and other written communications under this Agreement shall be deemed to have been received:-

18.2.1 In the case of hard copy documents despatched by first class post, on the second working day next following the day of posting;

18.2.2 In the case of documents despatched by second class post, on the fourth working day next following the day of posting;

18.2.3 In the case of documents in electronic form, on the working day next following the date of despatch.

19. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

19.1 The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales.

19.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.†

19.2 Without prejudice to Clause 19.2, the parties may agree to alternative methods of dispute resolution, including submission of any dispute regarding fees to the Voluntary Joint Tribunal on Barristers' Fees where the Authorised Person is a solicitor.†