

# **Agreement for the Supply of Legal Services by a Barrister practising at Pump Court Tax Chambers**

The Barrister and the Instructing Party agree that the Barrister will supply the Services on the following terms:

## **1. Definitions and Interpretation**

1.1 In these Terms, the following words have the following meanings, except where the context requires otherwise:

the "Barrister" means the barrister, practising as a member of Chambers, who is supplying the Services;

the "BSB Handbook" means Part 2 of the Bar Standards Board Handbook, as amended from time to time;

a "Business Day" means a day that is neither a weekend nor a public holiday in England;

the "Case" means the particular legal dispute or matter, whether contentious or non-contentious, in respect of which the Barrister is instructed to supply the Services;

"Chambers" means Pump Court Tax Chambers, 16 Bedford Row, London;

the "Instructing Party" means the individual, firm, company or other person instructing the Barrister, whether for and on his, their or its own benefit and behalf, or for the benefit or on behalf of some other, specified, person;

the "Instructions" means the briefs, instructions and requests for work to be done (and all accompanying materials), whether written or oral, given by the Instructing Party to the Barrister for the purposes of the supply of the Services by the Barrister;

the "Lay Client" means, where the Instructing Party is instructing the Barrister on behalf or for the benefit of some other, specified, person, that specified person;

"Loss" means loss or damage of whatsoever nature, including interest and legal and other professional fees, costs and expenses;

the "Services" means the legal services supplied or to be supplied by the Barrister in connection with the Case pursuant to the Instructions.

1.2 In these Terms:

(a) an "invoice" includes a fee note not amounting to a VAT invoice;

(b) reference to a clause is to the relevant clause of these Terms;

(c) references to the singular include the plural and vice versa in each case;

(d) reference to a document includes anything in which information is recorded, whether on paper, electronically or otherwise;

(e) 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; and

(f) references to a person or body include references to its successors and assigns.

## **2. Application of these Terms**

2.1 These Terms apply, subject to any amendment agreed in writing between the Instructing Party and the Barrister, to all Services supplied by the Barrister on the Instructions in relation to the Case.

2.2 Where practicable, the Instructing Party will send the Barrister Instructions in writing, or will confirm in writing oral Instructions, retaining the Barrister to provide the Services.

2.3 The Instructing Party will specify the person who is to be the Barrister's Lay Client in the Case.

## **3. Providing the Services**

3.1 The Services the Barrister is to supply in relation to the Case will be described in the Instructions and as may subsequently be agreed between the Barrister and the Instructing Party.

3.2 The Barrister will exercise reasonable skill and care in supplying the Services.

3.3 The Barrister supplies the Services on the basis set out in these Terms and subject to the Barrister's professional obligations under the BSB Handbook.

3.4 The Barrister will supply the Services by or on such date or dates as may be agreed with the Instructing Party or, where no specific date has been agreed, will do so

within a reasonable time having regard to the urgency and nature of the Instructions. Instructions that are urgent shall be clearly marked as such by the Instructing Party, and time shall be of the essence for the supply of those Services.

#### **4. Benefit of the Services**

4.1 Unless otherwise agreed in writing, the Barrister's Services are provided to the Instructing Party as the Barrister's client, acting on behalf of and/or for the benefit of the Lay Client. Subject to the duties of the Barrister and the Instructing Party to the court, the Barrister and the Instructing Party acknowledge and agree that each owes a primary duty to the Lay Client.

4.2 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 BSB Handbook, and subject also to the limitation of liability provisions in clause 12.

4.3 Subject to clause 4.4, no one other than the Instructing Party and the Barrister has any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of this Agreement.

4.4 The Lay Client may enforce this Agreement subject to and in accordance with clause 20 and the provisions of the Contracts (Rights of Third Parties) Act 1999.

4.5 The Instructing Party and the Barrister must obtain the consent of the Lay Client before they rescind by agreement this Agreement so as to extinguish or alter the Lay Client's rights to enforce this Agreement. This requirement applies instead of the circumstances set out in section 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999.

#### **5. The Instructing Party's responsibilities**

5.1 In order to enable the Barrister to supply the Services in an effective, professional and proper manner, the Instructing Party shall co-operate with and assist the Barrister throughout the duration of this Agreement, including through the provision of Instructions that are adequate and in sufficient time to enable the Barrister to supply the Services within the time required by clause 3.4 above

5.2 The Instructing Party will provide all necessary information and all other reasonable assistance to enable the Barrister to comply with the Money Laundering legislation.

5.3 The Instructing Party will provide all necessary information and all other reasonable assistance to enable the Barrister to comply with Directive 2011/16/EU (as amended from time to time) and any UK legislation implementing it and/or imposing a similar requirement. This includes providing evidence (if applicable) that the Instructing Party has itself filed or returned a report under the relevant regime.

#### **6. Responsibility for the Barrister's work**

6.1 The Barrister will be solely responsible for providing the Services under this Agreement.

6.2 Subject to clause 6.3, the Barrister may only involve another barrister or other third party in the performance of the Services under this Agreement if the Barrister obtains the Instructing Party's prior consent, that consent not to be unreasonably withheld.

6.3 The Instructing Party consents to the Barrister involving a Chambers pupil or mini-pupil in the performance of the Services in the ordinary course of the pupillage or mini-pupillage.

#### **7. Charges and expenses**

7.1 The Barrister's fees will be calculated as agreed between the Barrister and the Instructing Party, whether prospectively or retrospectively.

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

7.3 Unless otherwise agreed, the Barrister's fees will be calculated by reference to the amount of time reasonably required to supply the Services and a reasonable hourly rate, taking into account all the circumstances of the Case.

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

#### **8. Estimate of costs/time**

8.1 If requested to do so, the Barrister shall provide the Instructing Party with an estimate of the Barrister's likely fees and disbursements in relation to any Services or the Case. Any estimate of likely fees and disbursements does not, unless otherwise agreed, amount to a promise or agreement that the Barrister will perform those Services within a fixed time or for a fixed fee, but represents the Barrister's best estimate based on the information available to the Barrister at the time.

8.2 The Barrister shall notify the Instructing Party promptly if any estimate of time and/or fees and disbursements that the Barrister has provided needs to be revised for any reason.

8.3 If for any reason any Instructions or the Case do not proceed to completion, the Barrister shall only charge fees for work actually done and disbursements actually incurred, unless otherwise agreed (including, without limitation, where stage payments have been agreed and fallen due prior to termination of this Agreement).

#### **9. Payment and billing arrangements**

9.1 In the event of late payment of sums properly due to the Barrister, the Barrister is entitled to interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the date upon which payment was due to the date of payment.

9.2 Any invoice setting out the Barrister's fees sent by the Barrister shall state (i) the period it covers, (ii) (where the fees are payable on an hourly rate) an itemised description of the time spent in supplying the Services, (iii) the fees charged, (iv) any disbursements

incurred and the cost of those disbursements, and (v) Value Added Tax (or any tax of a similar nature).

9.3 If, in accordance with these Terms, the Barrister is requested to provide an invoice setting out the Barrister's fees, the Barrister shall provide that invoice promptly.

9.4 The Barrister shall send to the Instructing Party an invoice setting out the Barrister's fees in respect of the Services or part of the Services in accordance with any agreed payment schedule, promptly on request by the Instructing Party or otherwise as may be appropriate given the nature and circumstances of the Case.

9.5 The Instructing Party shall pay to the Barrister any sums properly due on the Barrister's invoice in accordance with any agreed payment schedule or otherwise within 30 days of receipt by the Instructing Party of the invoice.

## **10. Confidential information**

10.1 Subject to clause 10.2, the Barrister will keep confidential all information provided to the Barrister in connection with the Case ("Information").

10.2 The Barrister may only disclose Information if and to the extent that:

- (a) disclosure is required by law;
- (b) disclosure is authorised by the Instructing Party or Lay Client;
- (c) disclosure is required by the professional rules applicable to Barristers practising in England and Wales;
- (d) the Information is already in the public domain other than as a result of breach by the Barrister of the Barrister's obligations; or
- (e) disclosure is made to a Chambers pupil or mini-pupil in the ordinary course of the pupillage or mini-pupillage.

10.3 If the Barrister receives a request for the disclosure of Information and the Barrister considers that the Barrister is obliged, whether under clause 10.2(a), clause 10.2(c) or otherwise, to comply with that request, the Barrister will inform the Instructing Party of the request as soon as the Barrister is lawfully able to do so.

## **11. Conflicts of interest**

11.1 The Barrister's entering into this Agreement shall constitute the Barrister's confirmation that, to the best of the Barrister's knowledge based on the information available to the Barrister at the time of entering into this Agreement, the Barrister has at the time of entering into this Agreement no conflict of interest or other professional impediment that would render it professionally inappropriate for the Barrister to act for the Instructing Party or the Lay Client on the Case.

11.2 If, in the course of this Agreement, information emerges that leads the Barrister to consider that it is or may be professionally inappropriate for the Barrister to

continue to act for the Instructing Party or the Lay Client, the Barrister shall inform the Instructing Party immediately.

11.3 Neither the Instructing Party nor the Lay Client shall have any claim in damages against the Barrister for breach of this clause 11 unless:

- (a) the Barrister has admitted in writing that the Barrister has acted in breach of this clause 11; or
- (b) the Lay Client or the Instructing Party has made a complaint to the Bar Standards Board or the Legal Ombudsman that the Barrister has acted in breach of rC21 of the BSB Handbook and that complaint has been upheld.

11.4 Clause 11.3 does not prevent the Instructing Party or Lay Client from seeking relief other than damages (including without limitation an interim or final injunction) in respect of any breach by the Barrister of clause 11.

## **12. Liability**

12.1 The Barrister is not liable for any loss or damage suffered by any persons, firms or partnerships other than the Lay Client and the Instructing Party.

12.2 Subject always to clauses 12.3 to 12.6 below, nothing in these Terms excludes or limits any liability (whether at common law (including in negligence), in equity or otherwise):

- (a) that the Barrister would have had to the Instructing Party,
- (b) that the Barrister would have had to the Lay Client or
- (c) that the Instructing Party would have had to the Barrister

had there been no contract (whether or not incorporating these Terms) with regard to the Case between the Barrister and the Instructing Party or between the Barrister, the Instructing Party and the Lay Client.

12.3 The Barrister shall not be liable to the Instructing Party, the Lay Client, or any other person as a result of any Loss arising in consequence of the Barrister's breaches of the Barrister's obligations in providing the Services (whether at common law (including negligence), in equity or otherwise but excluding fraud):

12.3.1 beyond the amount mentioned opposite the Barrister's name in the schedule hereto ("the Relevant Amount"), such an amount limiting the total amount of liability in respect of all breaches of the Barrister's obligations in providing the Services arising from or which are attributable to (i) the same act or omission, (ii) a series or group of related acts or omissions, (iii) a series or group of similar acts or omissions or (iv) the same originating cause.

12.3.2 at all, in relation to oral advice given by the Barrister, unless the advice is recorded in a written note signed by the Barrister.

12.4 The Barrister shall arrange and maintain professional indemnity insurance as required by the BSB Handbook. (In this connection, the Barrister is presently insured with Bar Mutual and with TLO Risk Services up to at least the Relevant Amount.)

12.5 The Barrister shall if so requested provide the Instructing Party with copies of insurance policies in force for the time being.

12.6 If:

- (a) the Barrister is liable to the Instructing Party,
- (b) the Barrister is liable to the Lay Client or
- (c) the Instructing Party is liable to the Barrister (save in relation to fees)

solely as a result of breach of these Terms or of any other contractual provision of this Agreement and would not otherwise have been liable (whether at common law (including in negligence), in equity or otherwise), that liability shall be limited to £100,000, being the highest limit of cover for such liabilities provided to Barristers by the Bar Mutual Indemnity Fund.

### **13. Copyright**

13.1 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 Instructing Party or the Lay Client belong to and remain with the Barrister. The Instructing Party 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 Instructing Party 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.

13.2 All copyright and other intellectual property rights attaching to the material provided by the Instructing Party to the Barrister in or with any Instructions ("Material") belong to the Instructing Party, the Lay Client or a third party, as the case may be. The Barrister is permitted to make use of the Material in order to provide the Services. If the Barrister wishes to use the Material for any other purpose, the Barrister must obtain the prior written consent of the Instructing Party and/or the Lay Client.

### **14. Retention and storage of documents**

14.1 Subject to any agreement to the contrary, during the course of the Case the Barrister shall retain those documents as in the Barrister's reasonable professional judgment it is proper to retain, and for this purpose the Barrister may make or keep copies of documents.

14.2 Subject to any agreement to the contrary, at the completion of the Case the Barrister:

- (a) may, and shall at the Instructing Party's request, return to the Instructing Party all documents in the Barrister's possession in connection with the Case, save that the Barrister may retain personal notes, a copy of the instructions and the Barrister's work products;
- (b) may otherwise retain such documents relating to the Case as in the Barrister's reasonable professional judgment it is proper to retain, and for this purpose the Barrister may make or keep copies of such documents and, after obtaining the Instructing Party's consent, destroy the documents originally supplied; and
- (c) may, and shall at the Instructing Party's request, return to the Instructing Party any property (such as exhibits and models) to which the Instructing Party, the Lay Client or any third party is entitled, and otherwise retain such property as in the Barrister's reasonable professional judgment it is proper to retain.

### **15. Electronic communications**

15.1 Subject to any agreement to the contrary, the Barrister may communicate with the Instructing Party by e-mail. Documents sent to the Instructing Party by e-mail need not be encrypted. If the Instructing Party requires a greater level of security in electronic communications, the Instructing Party shall notify the Barrister of this, and the Instructing Party and the Barrister shall use their best endeavours to agree and implement an e-mail protocol, incorporating encryption standards, on the basis of best commercial practice at the time.

15.2 The Instructing Party and the Barrister shall use industry standard firewall and anti-virus protection.

### **16. Termination**

16.1 The Instructing Party or, if a party to the agreement incorporating these Terms, the Lay Client may at any time terminate this Agreement with immediate effect by giving notice to the Barrister.

16.2 This Agreement will terminate automatically as soon as the Barrister is professionally obliged pursuant to rule rC25 of the BSB Handbook to cease to act and has complied with any requirements in the BSB Handbook for doing so. The Barrister shall inform the Instructing Party immediately the Barrister becomes aware of such an obligation.

16.3 The Barrister may terminate this Agreement when the Barrister is entitled to withdraw from the Case pursuant to rule rC26 of the BSB Handbook and has complied with any requirements in the BSB Handbook for doing so.

16.4 The Barrister may terminate this Agreement if:

- (a) fees properly due to the Barrister have not been paid by their due date;

- (b) the Barrister has given at least ten Business Days' notice in writing to the Instructing Party of the Barrister's intention to terminate this Agreement because of the non-payment; and
- (c) the fees have not been paid by the expiry of the time given by that notice.

16.5 Termination of this Agreement, whether under this clause or otherwise, does not prejudice any accrued liabilities, rights and/or remedies of the Barrister, the Lay Client or the Instructing Party under the Agreement.

## **17. Publicity**

17.1 The Barrister may not disclose to third parties that the Lay Client is or has been a client of the Barrister, or that the Barrister is acting on a Case, unless the contrary is agreed or these matters are in the public domain other than as a result of breach by the Barrister of the Barrister's obligations.

## **18. Authority of the Barrister's clerk(s)**

18.1 Unless the Instructing Party is informed otherwise by the Barrister, the Barrister's clerk or clerks have full authority to bind the Barrister on all matters in relation to fees and the acceptance and return of instructions in relation to a Case.

## **19. Miscellaneous**

19.1 None of the Instructing Party, the Barrister or the Lay Client may assign or transfer the benefit or burden of this Agreement or any rights arising from or in connection with this Agreement (including, without limitation, rights under the Contracts (Rights of Third Parties) Act 1999) without the prior written consent of all other parties.

19.2 Except where expressly stated, nothing done or not done by the Barrister, the Lay Client or the Instructing Party constitutes a waiver of that party's rights under or arising from this Agreement.

19.3 These Terms may be varied if, but only if agreed in writing.

19.4 If any term of these Terms is or becomes illegal, invalid or unenforceable, whether in whole or in part, the remainder of the Terms will remain valid and enforceable.

19.5 In this clause, "Data Protection Law" means the Data Protection Act 2018, including as amended, extended or re-enacted from time to time (the "Act"), Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data so far as this Regulation is applicable in England and Wales and including as amended, extended or re-enacted from time to time in England and Wales (the "GDPR"), and all rules, regulations and orders made under the Act or the GDPR. The Barrister is a data controller for the purposes of Data Protection Law, and is bound, amongst other things, to implement appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or

destruction of, or damage to, personal data. The Barrister is entitled to process in accordance with Data Protection Law personal data of the Lay Client, the Instructing Party and others to enable the Barrister to provide the Services, to liaise with the Instructing Party in respect of the Case or on the Lay Client's behalf, to maintain and update client records, to produce management data, to prevent crime, to comply with regulatory requirements and as permitted or required by law. The Lay Client and the Instructing Party each have a right of access and a right of correction in respect of their personal data which the Barrister holds about them, in accordance with Data Protection Law. If and to the extent that the Barrister and the Instructing Party are joint controllers (whether or not with anyone else) for the purposes of Data Protection Law, each shall, unless otherwise agreed, be individually responsible for ensuring that the processing each undertakes is in accordance with Data Protection Law, for ensuring so far as each is able the implementation of appropriate technical and organisational measures in accordance with Data Protection Law, and as regards the exercising of the rights of the data subject, but the Instructing Party shall be responsible for the provision of information referred to in articles 13 and 14 of the GDPR if and to the extent that this provision of information is required by Data Protection Law. In the event that the Barrister is required in accordance with article 33 of the GDPR to notify to a supervisory authority a personal data breach affecting personal data of the Lay Client, the Instructing Party or others referred to in data supplied with the Instructions, the Barrister shall notify the Instructing Party as soon as practicable after notifying the supervisory authority.

19.6 The Contractual General Terms for the Supply of Legal Services by Barristers to Authorised Persons 2012, published on the Bar Standard Board's website, are excluded in their entirety.

19.7 Where the Instructing Party is a Licensed Access client, these Terms prevail over the Licensed Access Terms of Work.

## **20. Law and jurisdiction**

20.1 These Terms and this Agreement shall be governed by the law of England and Wales. The law applicable to any non-contractual obligation owed by any party arising out of or in connection with the Agreement or the Services shall also be the law of England and Wales.

20.2 Any dispute arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which the parties irrevocably submit.

**SCHEDULE (clause 12.3)**

<b>Name of Barrister</b>	<b>Relevant Amount (£m)</b>
Kevin Prosser QC	125
David Milne QC	80
William Massey QC	80
John Tallon QC	30
Giles Goodfellow QC	50
David Ewart QC	50
Rupert Baldry QC	50
Andrew Hitchmough QC	40
Roger Thomas QC	40
Richard Vallat QC	50
David Yates QC	40
James Rivett QC	50
Ian Richards	30
Jeremy White	10
Jeremy Woolf	25
Emma Chamberlain	25
Elizabeth Wilson	25
James Henderson	40
Michael Thomas	25
Sadiya Choudhury	10
Oliver Conolly	17.5
Laura Poots	22.5
Thomas Chacko	10
Zizhen Yang	15
Charles Bradley	18.5
Edward Waldegrave	17.5
Barbara Belgrano	20
Peter Nias	5
Ben Elliott	15
Emma Pearce	10
Quinlan Windle	8
Ronan Magee	8
Laura Ruxandu	8
Calypso Blaj	8
Mark Herbert QC (Door Tenant)	15

Amended 24.03.2021