

STANDARD TERMS OF INSTRUCTION

Great James Street Chambers

Instructions are accepted on the basis of these terms.

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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 legislation include that legislation as amended, extended, consolidated, re-enacted or replaced from time to time together with all subordinate legislation made under it.

1.1.7 references to any provision of the BSB Handbook 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”

means a person authorised to conduct litigation or exercise rights of audience (or otherwise instruct counsel) under the Legal Services Act 2007 or any successor legislation.

“the Barrister”

means the self-employed barrister instructed under these Terms, practising as a member of Great James Street Chambers.

“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;

“BSB Handbook”

means the Bar Standards Board Handbook (including the Core Duties, Conduct Rules and Guidance), as amended, replaced or reissued 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

“SRA Standards and Regulations”

means the Solicitors Regulation Authority Standards and Regulations as amended from time to time.

“Data Protection Legislation” means:

- the UK General Data Protection Regulation;
- the Data Protection Act 2018;
- the Privacy and Electronic Communications Regulations 2003; and
- any legislation replacing or supplementing them.

“Artificial Intelligence System” means any software, machine learning system, large language model, generative AI platform or similar technology capable of generating, analysing, processing or transforming text, images, audio, video or data.

“Work Product” means any advice, opinion, pleading, skeleton argument, note, draft, conference note, email, document, written submission or other material produced by or on behalf of the Barrister.

“Confidential Information” means all information relating to the Lay Client, the Case, the Instructions or either party's business or affairs that is not in the public domain, whether communicated orally, electronically or in writing.

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 BSB Handbook.

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 BSB Handbook or with the Authorised Person's duty under the SRA Standards and Regulations.

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 time-scale 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 BSB Handbook and the Barrister incurs no liability if he refuses any Instructions in accordance with the BSB Handbook.

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, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended). 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.

4.4 In the event that the Barrister reasonably considers that the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) 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.

5.2 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, provided that any such pupil is subject to appropriate supervision arrangements in accordance with the BSB Handbook, 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 Status

The Barrister is an independent controller of Personal Data for the purposes of the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018 and all other applicable Data Protection Legislation.

The Barrister shall process Personal Data fairly, lawfully and transparently and shall implement appropriate technical and organisational measures to safeguard Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

7.2 Processing of Personal Data

The Barrister may collect, receive, store, use, disclose and otherwise process Personal Data relating to the Lay Client, the Authorised Person and any other individual connected with the Case where such processing is necessary:

- (a) for the performance of these Terms and the provision of the Services;
- (b) to comply with legal, regulatory and professional obligations;
- (c) for the establishment, exercise or defence of legal claims;
- (d) for the Barrister's legitimate interests, provided those interests are not overridden by the rights and freedoms of the relevant data subject; or
- (e) where otherwise permitted or required by applicable law.

7.3 Purposes of Processing

Without limitation, Personal Data may be processed for the purposes of:

- (a) providing legal advice and advocacy;

- (b) communicating with the Authorised Person, the Lay Client, the Court, tribunals, experts and other professional advisers;
- (c) maintaining client and matter records;
- (d) conflict checking;
- (e) complying with anti-money laundering, sanctions, regulatory and professional obligations;
- (f) accounting, billing and fee collection;
- (g) risk management, audit and business administration;
- (h) complying with insurance requirements;
- (i) responding to regulatory enquiries;
- (j) investigating or responding to complaints;
- (k) investigating, defending or settling actual or anticipated professional negligence claims or other legal proceedings;
- (l) preserving legal professional privilege;
- (m) complying with court orders or other legal obligations; and
- (n) any other purpose reasonably incidental to the conduct of the Case.

7.4 Disclosure of Personal Data

The Barrister may disclose Personal Data where reasonably necessary to:

- (a) the Authorised Person;
- (b) the Lay Client;
- (c) courts, tribunals and public authorities;
- (d) opposing legal representatives where required in connection with the conduct of proceedings;
- (e) expert witnesses, interpreters, arbitrators, mediators and other professional advisers;
- (f) Great James Street Chambers, including clerks and authorised administrative staff;
- (g) external IT providers, secure document management providers and other service providers engaged by or on behalf of the Barrister;
- (h) the Bar Mutual Indemnity Fund, professional indemnity insurers, insurance brokers, claims handlers and loss adjusters;
- (i) legal advisers instructed by or on behalf of the Barrister;
- (j) the Bar Standards Board or any other competent regulatory or disciplinary authority;
- (k) law enforcement agencies or government authorities where required by law; or
- (l) any other person where disclosure is required or permitted by law or is reasonably necessary for the purposes set out in these Terms.

7.5 Complaints and Professional Negligence Claims

Where a complaint, disciplinary investigation, insurance notification or professional negligence claim is made or reasonably anticipated, the Barrister may process and disclose Personal Data, including confidential information where legally permitted, to the extent reasonably necessary:

- (a) to investigate or respond to the complaint or claim;
- (b) to obtain legal advice;
- (c) to notify or consult professional indemnity insurers or the Bar Mutual Indemnity Fund;
- (d) to defend or settle proceedings; or
- (e) to comply with regulatory or insurance obligations.

7.6 International Transfers

Where Personal Data is transferred outside the United Kingdom, the Barrister shall ensure that appropriate safeguards are implemented in accordance with applicable Data Protection Legislation.

7.7 Data Subject Rights

Individuals whose Personal Data is processed under these Terms have the rights conferred by applicable Data Protection Legislation, including rights of access, rectification, erasure, restriction of processing, objection and data portability where applicable.

Nothing in these Terms limits those statutory rights.

7.8 Retention

Personal Data shall be retained only for so long as reasonably necessary for the purposes for which it was collected, including compliance with legal, regulatory, professional, insurance and accounting obligations and for the establishment, exercise or defence of legal claims.

7.9 Privacy Information

Further information regarding the processing of Personal Data is available in the Barrister's or Chambers' Privacy Notice, as amended from time to time.

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 BSB Handbook.

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 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 Ownership

All copyright, database rights, design rights, moral rights and all other intellectual property rights (whether registered or unregistered and wherever arising) in all advice, opinions, pleadings, skeleton arguments, written submissions, notes, conference records, drafts, correspondence, research, presentations and all other work product produced by or on behalf of the Barrister ("Work Product") shall remain vested exclusively in the Barrister.

Nothing in these Terms transfers ownership of any intellectual property rights to the Authorised Person or the Lay Client.

9.2 Licence to Use

Subject to payment of all agreed fees, the Barrister grants the Authorised Person and the Lay Client a non-exclusive, non-transferable, non-sublicensable licence to use the Work Product solely:

- (a) for the purposes of the Case;
- (b) for obtaining legal advice in connection with the Case;
- (c) for the conduct, settlement or enforcement of the Case; and
- (d) for any directly related legal or regulatory purpose.

The Work Product may not be used for any unrelated matter without the Barrister's prior written consent.

9.3 No Re-use

The Authorised Person and the Lay Client shall not reproduce, adapt, modify, publish, distribute or otherwise exploit the Work Product for any purpose other than that for which it was prepared unless the Barrister has given prior written consent.

9.4 Artificial Intelligence

Without the Barrister's prior written consent, neither the Authorised Person, the Lay Client nor any third party acting on their behalf shall:

- (a) use the Work Product to train, fine-tune, evaluate or improve any artificial intelligence, machine learning or large language model;
- (b) upload the Work Product to any publicly available or third-party generative artificial intelligence platform where it may be retained, analysed or used for model training;
- (c) use the Work Product for text and data mining, model development or algorithmic learning;
- (d) permit any third party to undertake any of the activities described above.
- (e) use the Work Product as part of any dataset used for benchmarking, testing, retrieval-augmented generation or similar AI functionality.

9.5 Permitted Technology

Nothing in clause 9.4 prevents the use of secure technology, including artificial intelligence tools, solely for administrative assistance, document management, legal research or document review, provided that:

- (a) the Work Product remains confidential;
- (b) legal professional privilege is preserved;
- (c) the technology provider does not retain, reuse or use the Work Product to train any artificial intelligence model;
- (d) all applicable legal and regulatory obligations are complied with; and
- (e) the Work Product is not altered so as to misrepresent the Barrister's advice or professional opinion.

9.6 Attribution

Where the Work Product is reproduced with the Barrister's consent, it shall not be amended, abridged or attributed to another person without the Barrister's prior written approval.

9.7 Moral Rights

The Barrister asserts all moral rights arising under the Copyright, Designs and Patents Act 1988 (as amended) and any equivalent rights arising under applicable law.

9.8 Survival

This clause shall continue in force after completion of the Services or termination of these Terms.

10. LIABILITY

10.1 Duty of Care

The Barrister shall exercise reasonable skill and care in the provision of the Services and shall owe a duty of care to the Lay Client in accordance with applicable law and the Barrister's professional obligations under the BSB Handbook.

10.2 Exclusions of Liability

To the fullest extent permitted by law, the Barrister shall not be liable:

- (a) to any person other than the Lay Client or, where applicable, the Authorised Person under these Terms;
- (b) for any loss arising from inaccurate, incomplete, misleading or late Instructions or information supplied by or on behalf of the Authorised Person or the Lay Client;
- (c) for any loss arising from matters outside the Barrister's reasonable control;
- (d) for any indirect, incidental, special, exemplary or consequential loss, including loss of profits, business opportunity, goodwill or anticipated savings;
- (e) for any act or omission occurring after the Barrister has ceased to act in accordance with these Terms or the BSB Handbook; or
- (f) for any delay resulting from court timetables, judicial directions, illness, unavoidable professional commitments or circumstances beyond the Barrister's reasonable control.

10.3 No Exclusion Where Prohibited

Nothing in these Terms excludes or limits liability:

- (a) for fraud or fraudulent misrepresentation;
- (b) for death or personal injury caused by negligence;
- (c) where such exclusion or limitation is prohibited by law; or
- (d) in any circumstances where the BSB Handbook prohibits the exclusion or limitation of liability.

10.4 Contractual Liability

Nothing in these Terms shall create any contractual duty or liability exceeding that which would arise at common law for professional negligence unless expressly agreed in writing by the Barrister.

The parties acknowledge that these Terms are not intended to impose contractual obligations extending beyond the Barrister's ordinary professional duties except where expressly stated.

10.5 Professional Indemnity Insurance

The Barrister maintains professional indemnity insurance in accordance with the requirements of the Bar Standards Board.

The parties acknowledge that certain liabilities arising solely by reason of an express contractual obligation (rather than negligence or breach of professional duty) may be recoverable only to the extent provided under the Barrister's professional indemnity insurance arrangements.

10.6 BMIF Contractual Liability

The parties acknowledge that the Bar Mutual Indemnity Fund ("BMIF") distinguishes between liabilities arising from professional negligence and liabilities arising solely from contractual obligations.

Where liability arises solely because of an express contractual undertaking that would not otherwise exist at common law, recovery under the Barrister's professional indemnity insurance may be subject to the limits and terms of the applicable BMIF policy.

The Authorised Person acknowledges that, under current BMIF arrangements, contractual liabilities of this nature may be subject to a maximum indemnity of £100,000, or such other amount as may apply under the relevant BMIF Rules from time to time.

10.7 Limitation of Liability

Subject to clauses 10.3 and 10.5, the aggregate liability of the Barrister arising out of or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of:

- (a) the amount recoverable under the Barrister's professional indemnity insurance in respect of the relevant claim;
- or
- (b) £500,000 in respect of any one claim or series of connected claims.

10.8 Mitigation

The Authorised Person and the Lay Client shall take all reasonable steps to mitigate any loss which may arise in connection with the Services.

10.9 Survival

This clause shall survive termination or completion of the Services.

11. FEES

11.1 The fee for the Services shall in all cases comply with the BSB Handbook and will be calculated as agreed between the Barrister (or the barrister's 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 the BSB Handbook.

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 In the event that work takes less time than expected, no refund of the fee will be due or offered for any invoice paid in advance and the full fee will be payable for any balance outstanding. This accounts for the work committed to the preparation time and hearing commitment in the Barristers' diary.

11.5 If a hearing is vacated, settled or adjourned prior to the date of a booked hearing, the following will apply:

- Less than 24 hours notice: 100% of the agreed fee is due
- Between 24 hours and 7 days notice: 75% of the agreed fee is due
- More than 7 days notice: 50% of the agreed fee is due

11.6 In the event that instructions are cancelled, the following cancellation fees apply:

- Less than 24 hours notice: 100% of the agreed brief fee is due

- Between 24 hours and 7 days notice: 75% of the agreed brief fee is due
- More than 7 days notice: 50% of the agreed brief fee is due

This cancellation fee is to provide remuneration both for the preparatory work undertaken by Counsel, and the inability to undertake hearings as a result of the vacated hearing.

11.7 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 (as amended);

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 the BSB Handbook, 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 the BSB Handbook or otherwise to withdraw from the Case or to cease to act and has complied with any requirements of the BSB Handbook in so doing.

13.3 The Barrister may terminate the Agreement by written notice when he is entitled to do so under the BSB Handbook or otherwise to withdraw from the Case or cease to act and has complied with any requirements of the BSB Handbook 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.

13.5 If the authorized person has requested the Barrister to begin the performance of services prior to the cancellation period, fees shall be payable at an amount which is in proportion to what has been performed, in comparison with the full coverage of the agreed fee. This is likely to be based on individual barristers' standard hourly rate which can be confirmed by the clerking team.

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. ELECTRONIC EXECUTION

18.1 These Terms and any agreement entered into pursuant to them may be executed electronically, including by exchange of emails or by electronic signature, each of which shall constitute an original.

19. NOTICES AND DELIVERY

19.1 Any notice or other written communication to be given or delivered under this Agreement may be dispatched in hard copy or in electronic form (including emails) 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.

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

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

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

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

20. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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

20.2 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 or claim (including any non-contractual dispute or claim) arising out of or in connection with these Terms

20.3 Without prejudice to Clause 20.2, 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.†

† The parties are reminded that if a judgement or a Voluntary Joint Tribunal's award is not fully paid within 30 days, the Barrister may request the Chairman of the General Council of the Bar to include the solicitor on the List of Defaulting Solicitors.