

3 Paper Buildings

Company and Commercial Group

Standard Contractual Terms for Professional Services

1. The Bar Council's Code of Conduct ("the Code of Conduct") permits a barrister to do work on contractual terms. The terms in this document are those on which I will accept instructions from your firm. For the purposes of these terms the word "instructions" includes a brief to appear in Court or in any other tribunal. Whilst it is preferable that you return to me a signed copy of this agreement, you will nonetheless be bound by it if you subsequently instruct me in respect of any matter.
2. **My Clerk's authority:** My Clerk has my authority to deal with your firm on my behalf save where I have stated in these terms that he does not and provided that such dealings are consistent with the terms of this agreement
3. **My duty to refuse to accept instructions:** In certain circumstances I have a duty under the Code of Conduct to refuse to accept instructions. The terms in this document cannot override that duty. Before I accept instructions from your firm I must have had a reasonable opportunity to satisfy myself that I am permitted to accept them. My Clerk does not have my authority to accept instructions from your firm in circumstances where I have a duty to refuse to accept those instructions.
4. **My duty in time-critical cases:** Whilst I hope that I will always be able to accept your firm's instructions in a case where time is of the essence or a time limit requires to be complied with ("a time-critical case") the nature of my practice is such that sometimes I may be unable to do so. Under the Code of Conduct I have a duty to refuse to accept instructions if having regard to my other professional commitments I will be unable to or will not have adequate time and opportunity to prepare that which I am required to do. For this reason I cannot accept instructions in a time-critical case until I have had a reasonable opportunity to satisfy myself that I shall be able to deal with those instructions within the time required. In any time-critical case your firm must inform me that time is critical and tell me why it is so and must do so in writing at the time my instructions are delivered. Before I accept instructions from your firm in a time-critical case I must have had a reasonable opportunity to satisfy myself that I am permitted to accept them. I shall always endeavour to deal with a request that I accept instructions in a time-critical case as soon as the matter is brought to my attention. My Clerk does not have my authority to accept instructions in a time-critical case.
5. **My duty under the Cab-Rank Rule:** I have a general duty under the Code of Conduct to comply with the Cab-Rank Rule, however in certain exceptional circumstances I am not required to do so. Whilst anticipating that I will always accept instructions from your firm when permitted to do so, if circumstances arise in which I am not under a duty to comply with the Cab-Rank Rule I shall wish to have a reasonable opportunity to consider whether or not to accept instructions in that instance. Providing that I shall have had a reasonable opportunity to consider whether or not to accept your firm's instructions in a particular instance, and provided also that my Clerk shall have had the opportunity to discuss with your firm and agree the amount of my fees, subject always to clauses 3 to 9 above, I shall be deemed to have accepted your firm's instructions if I do not tell you that I have not.
6. **Consequences of my declining to accept instructions:** Provided that I have complied with the provisions of the Code of Conduct and subject to the terms set out in this document, I shall not be liable to your firm if I decline to accept instructions in a case where I am not permitted or required to do so.
7. **Fees:** My fees or charging rates in any given instance will be those agreed between your firm and my Clerk before I begin work. In default of such agreement written or advisory work will be charged at the rate of £_____ an hour and advocacy at the rate of £ _____ a day or part day. All sums payable are exclusive of VAT which shall be payable in addition to such sums.
8. **Payment:** My fee in respect of work done will be paid within 60 days of the receipt by your firm of the fee note rendered in respect of that work.
9. **Set-Off:** In consideration of the services to be rendered by me by accepting your firm's instructions your firm agrees that payment will be made promptly without any demand deduction or set off whatsoever.
10. **Limitation of Liability:** My liability in contract (without prejudice to my immunity from suit in respect of work done in or at Court) pursuant to this agreement is limited to the sum of £_____
11. [Special Conditions]

Signed

Signed

For and on behalf of _____ and Co

Dated