

QUADRANT CHAMBERS TERMS

Your attention is drawn to Clauses 12, 13 and 14, which limit the Barrister's liability

1. Where a solicitor or other qualified person or entity ("Professional Client") seeks to instruct a barrister practising from Quadrant Chambers ("Barrister") for the benefit of and on behalf of a lay client ("Lay Client") and the Barrister accepts those instructions on Quadrant Chambers Terms, these terms shall apply as between the Barrister, the Professional Client and the Lay Client to those instructions and any subsequent instructions relating to the same matter, to the exclusion of any other terms. The Professional Client warrants that it has the authority to bind the Lay Client to the terms of the agreement with the Barrister and in particular clause 12 and 13 hereof, and hereby does.
2. The Barrister shall carry out the instructions with reasonable care and skill. The Barrister acknowledges the existence of a duty of care at common law owed to the Barrister's and Professional Client's lay client, subject to the Barrister's professional obligations to the Court and under the Bar Standards Board Handbook ("the BSB Handbook") and to these terms.
3. The Barrister shall be entitled to such fees and disbursements as may be agreed between the Professional Client and the Barrister. If no fee is agreed, the Barrister shall be entitled to a reasonable fee, based upon time spent and the Barrister's usual hourly rate, or as otherwise may be appropriate.
4. The fees for any hearings in which the Barrister is instructed to attend will be charged for as a "brief fee" and will be agreed in advance. The brief fee will cover a period of preparatory work leading up to the start of the hearing and also include the first or only day of the hearing itself. In the event that a hearing is listed for more than one day, a daily "refresher" fee for each subsequent day will also be agreed. Where appropriate the brief fee will be paid in full or broken down into stages (earned at 09.00hrs GMT) on agreed dates prior to the beginning of the first or only day of any hearing.
5. Unless otherwise agreed at the outset, the Barrister's hourly rate may be reviewed from time to time, and the Professional Client shall not unreasonably refuse to agree an increase in the Barrister's hourly rate.
6. Unless otherwise agreed the Barrister's fees are exclusive of any applicable Value Added Tax (or any applicable tax of similar nature), which shall be added to and paid with the Barrister's fees.
7. The Professional Client shall pay the Barrister's fees and any disbursements in full with any applicable VAT or other tax within 45 days of receipt of the Barrister's invoice or as otherwise agreed in writing.
8. The Barrister will protect the confidentiality of each client's affairs, except for such disclosures as are required or permitted by law or to which the client gives informed consent. Barristers at Quadrant Chambers are hereby permitted to share confidential information with pupils, mini-pupils and other lawyers/students visiting chambers for educational/training purposes. All such persons will have given an undertaking of confidentiality to the Barrister. Quadrant Chambers' Privacy Notice, available at www.quadrantchambers.com, is incorporated into these terms. The Professional Client shall comply with all applicable data protection law.

9. The Professional Client may terminate this contract by giving notice to the Barrister at any time.
10. The Barrister may terminate this contract or decline to carry out particular instructions in the following circumstances:
 - 10.1. Where the Barrister is obliged or entitled to do so under the BSB Handbook;
 - 10.2. Where fees cannot be agreed;
 - 10.3. Where fees which should have been paid have not been paid;
 - 10.4. Where there reasonably appears to the Barrister to be a serious risk that fees properly due to the Barrister will not be paid by their due date and appropriate arrangements for mitigation of that risk cannot be agreed; and/or
 - 10.5. Where the Barrister believes in good faith that for proper reason he or she should not act in the matter or carry out particular instructions.

Termination of this contract, on any of the grounds in this clause or otherwise, does not prejudice any accrued liabilities, rights and/or remedies of either of the parties to it.

11. Where fees have been outstanding for more than 45 days, the Barrister may claim interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the date upon which payment of the outstanding fees were due to the date of payment.
12. In order to comply with Rules C76

- 78 of the BSB Handbook and in the light of the limitations in the Terms of Cover of the Bar Mutual Indemnity Fund Limited:

- 12.1. Insofar as the Barrister might incur any liability hereunder which would not have arisen had the Barrister carried out the relevant instructions on a non-contractual basis, such liability shall be limited to £100,000 in respect of any breach on the part of the Barrister and/or all breaches 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; and
- 12.2. Save as aforesaid, the Barrister excludes any and all liability beyond that which would arise at common law had the Barrister not entered into this contract.
13. Subject to clause 12 above, unless otherwise agreed in writing, the Barrister's liability hereunder and at common law in respect of any breach (which expression includes all breaches 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) shall not exceed the amount of the Barrister's professional indemnity insurance applicable and available to that claim in respect of such loss.
 "Liability" in clauses 12 and 13 of these terms includes all and any liability for damages, interest and adverse costs.
14. The Barrister will provide, on written request, his or her current level of insurance. However, for the avoidance of doubt the relevant figure is the level of insurance in the policy year when any claim is made and not that in the policy year(s) when the instructions are first given or the breach occurs or any

loss is sustained.

15. The Professional Client shall notify the Barrister forthwith if the Professional Client knows, or has reasonable cause to suspect, that the Barrister continuing to carry out work on behalf of the Lay Client might expose the Barrister to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union, United States of America or any other state or association of states.
16. All obligations arising out of or in respect of these terms and/or the instructions are governed by the law of England and Wales. Unless the parties agree some other form of dispute resolution, any disputes shall be subject to the exclusive jurisdiction of the English Court.