

Wilberforce Chambers Terms of Work

1. Unless otherwise agreed, these are the terms on which the barristers practising at Wilberforce Chambers provide legal services.

2. The barrister shall carry out his or her instructions with reasonable care and skill, and acknowledges the existence of a duty of care at common law owed to the lay client, subject to the barrister's professional obligations to the court and under the Code of Conduct of the Bar of England and Wales ("the Code of Conduct"), and to any obligations imposed by law. The barrister does not assume any responsibility to any third party.

3. The barrister shall be entitled to such fees and disbursements (together referred to below as "fees") as may be agreed with the solicitor or other person (the "instructor") instructing 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 rate of charge, or as otherwise may be appropriate. Unless otherwise agreed at the outset, the barrister's rate of charge may be reviewed from time to time, and the instructor shall not unreasonably refuse to agree an increase.

4. Unless otherwise agreed the barrister's fees are exclusive of any applicable value added tax or other similar tax which shall be added to and paid with the barrister's fees.

5. The barrister's fees, with any applicable tax, shall be paid in full within 45 days after the barrister's fee note is rendered (provided that the instructor has received payment of those fees from the lay client) or as otherwise agreed in writing. The instructor shall ensure that the instructor has a contractual right to recover the barrister's fees from the lay client and shall use best endeavours to collect the barrister's fees within that period. The instructor will pay them to the barrister within 5 days of receiving them.

6. The instructor shall advise the barrister promptly if the instructor has reason to believe that the lay client will be unable or unwilling to pay the barrister's fees. If requested by the barrister the instructor shall promptly assign to him or her any cause of action against the lay client in respect of the barrister's unpaid fees without any further consideration and shall provide the barrister with all reasonable assistance in recovering those fees. Where the barrister provides legal services for the instructor's own benefit, however, the instructor will be directly liable for the barrister's fees.

7. The barrister reserves the right to specify at the time he or she is instructed that the instructor shall be directly liable for the barrister's fees and there may be other special terms: details will be provided before the barrister accepts the relevant instructions.

8. The instructor may at any time withdraw the barrister's instructions by notice in writing to the barrister.

9. The barrister may withdraw or decline to carry out particular instructions in the following circumstances where the barrister is obliged or entitled to do so under the Code of Conduct, for example:

- (1) where fees cannot be agreed;
- (2) where fees that should have been paid have not been paid; and/or
- (3) where there is some other substantial reason for so doing.

10. Where fees have been outstanding for more than 60 days, the barrister is entitled to interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

11. Both the instructor and the barrister shall comply with all applicable data protection legislation including the Data Protection Act 2018 (DPA), the GDPR ((EU) 2016/679), and any relevant regulation or secondary legislation for so long as they are effective within the UK. For these purposes, both the instructor and the barrister are data controllers. Where personal data is shared, the parties each individually agree to (i) be responsible for ensuring that the processing each undertakes is in accordance the relevant data protection legislation as set out above (ii) only process the shared data in accordance with the terms of their respective privacy policies (iii) ensure that appropriate technical and organisational measures are in place so as to protect against any accidental or unlawful destruction, loss, alteration, disclosure or access to the shared data (iv) only transfer the shared data to a third country outside of the EEA where they have ensured that appropriate protection or safeguards are in place or where another lawful condition for the transfer exists (v) assist as appropriate the other party in complying with their legal obligations in relation to the data subject exercising their rights under the data protection legislation.

12. The barrister retains all copyright and other

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intellectual property rights in his or her work product, and neither the instructor nor the lay client may use copies of it for any purpose other than for which it was prepared. The instructor may, however, include copies of the barrister's work product in knowledge management systems for internal guidance only, but in that event the barrister assumes no responsibility to the instructor or any other person for any use made of that work product and the instructor takes full responsibility for ensuring that any personal data contained within the work product is dealt with in adherence with current data protection legislation.

13. In order to comply with The Bar Standards Board Handbook and in the light of the limitations in the Terms of Cover of the Bar Mutual Indemnity Fund Limited:

- (1) if 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
- (2) save as aforesaid, the barrister excludes any and all liability beyond that which would arise had the barrister not entered into this contract.

14. Without prejudice to clause 13 above, the barrister may wish to limit his or her liability to an agreed amount: if so, details of the proposed limit will be provided separately.

15. The law of England and Wales governs all obligations arising out of or relating to the barrister's instructions. Unless otherwise agreed, any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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