

**Agreement for the Supply of Legal Services
by Charlotte Brown, Northgate Tax Chambers**

The Barrister and the Authorised Person agree that the Barrister will supply the Services for the benefit of the Lay Client on the terms and conditions attached to this Agreement.

1. The Barrister:

Charlotte Brown, Northgate Tax Chambers, 53 King Street, Manchester. M2 4LQ.

2. The Authorised Person:

3. The Lay Client:

4. The Case:

5. The Fee (Clause 7): Hourly rate.

Signed

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Barrister

Authorised Person

CHARLOTTE BROWN

NAME:

Date

Date

General Terms and Conditions for the Supply of Legal Services by Charlotte Brown, Northgate Tax Chambers

1. Definitions and Interpretation

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

the “Agreement” means the agreement between the Barrister and the Authorised Person for the supply of the Services incorporating these Terms;

the “Authorised Person” means the sole practitioner, partnership, limited liability partnership or company who instructs the Barrister to supply the Services, together with all successors (identified on the front sheet of the Agreement);

the “Barrister” means Charlotte Brown, practising as a member of Northgate Tax Chambers, who is supplying the Services in accordance with the Agreement (identified on the front sheet of the Agreement);

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 (to be described in summary on the front sheet of the Agreement);

the “Code” means the Code of Conduct of the Bar of England and Wales, as amended from time to time;

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

the “Lay Client” means the Authorised Person’s client for whose benefit or on behalf of whom the Barrister is instructed by the Authorised Person to supply the Services (identified on the front sheet of the Agreement);

the “Services” means the legal services supplied or to be supplied by the Barrister in connection with the Case pursuant to the Instructions provided by the Authorised Person and otherwise in accordance with the Agreement;

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 amendments set out on the front sheet of the Agreement, to all Services supplied by the Barrister on the Instructions of the Authorised Person in relation to the Case.
- 2.2 Where practicable, the Authorised Person will send the Barrister Instructions in writing, or will confirm in writing oral Instructions, retaining the Barrister to provide the Services.
- 2.3 The Authorised Person will indicate the person or persons who is/are to be the Barrister's Lay Client(s) in the Case (to be identified on the front sheet of the Agreement).
- 2.4 Any request or instruction from the Authorised Person, whether direct or implied, to carry out any action or work, whether by written or oral communication, shall be deemed to be an acceptance of these terms.

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 Authorised Person.
- 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 Code.
- 3.4 The Barrister will supply the Services by or on such date or dates as may be agreed with the Authorised Person 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 Authorised Person, 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 Authorised Person as the intermediary, acting for the benefit of the Lay Client. Subject to the duties of the Barrister and the Authorised Person to the court, the Barrister and the Authorised Person 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 her professional obligations to the court and under the Code.
- 4.3 Subject to clause 4.4, no one other than the Authorised Person and the Barrister has any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of the Agreement.
- 4.4 The Lay Client may enforce the Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 4.5 The Authorised Person and the Barrister must obtain the consent of the Lay Client before they rescind by agreement the Agreement so as to extinguish the Lay Client's right to enforce the Agreement or alter the Lay Client's entitlement under that right. 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 Authorised Person's responsibilities

- 5.1 In order to enable the Barrister to supply the Services in an effective, professional and proper manner, the Authorised Person shall co-operate with and assist the Barrister throughout the duration of the 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.

6. Responsibility for the Barrister's work

- 6.1 The Barrister will be solely responsible for providing the Services under the Agreement. The Barrister may only involve another Barrister or other third party in the performance of the Services under the Agreement if the Barrister obtains the Authorised Person's prior consent, that consent not to be unreasonably withheld.

7. Charges and expenses

- 7.1 The Barrister's fees will be calculated as agreed between the Barrister and the Authorised Person, 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. If an hourly rate is agreed:
- 7.2.1 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 her status or seniority;
- 7.2.2 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 terminate the Agreement.
- 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 Authorised Person 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 Authorised Person promptly if any estimate of time and/or fees and disbursements that the Barrister has provided to the Authorised Person 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 the Agreement).

9. Payment and billing arrangements

- 9.1 Any invoice setting out the Barrister's fees sent by the Barrister shall state (i) the period it covers, (ii) (where 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 (including but not limited to reasonable photocopying costs, travel and accommodation costs) and the cost of those disbursements, and (v) Value Added Tax (or any tax of a similar nature).

9.2 If, in accordance with these Terms, the Authorised Person requests the Barrister to provide an invoice setting out the Barrister's fees, the Barrister shall provide that invoice promptly.

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

9.4 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, deduction or withholding (whether by reason of a complaint or allegation of negligence made against or dispute with the Barrister, on account of any taxes or other charges or otherwise).

9.5 If the invoice remains outstanding more than 30 days from the date of delivery, the Barrister is entitled:

9.5.1 to the fixed sum and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;

9.5.2 to sue the Authorised Person for payment; and

9.5.3 subject to the Barrister's obligations to the Court, to refrain from doing any further work on the Case unless payment for that further work is made in advance.

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.

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 Authorised Person or Lay Client;

(c) disclosure is required by the professional rules applicable to Barristers practising in England and Wales; or

(d) the information is already in the public domain other than as a result of breach by the Barrister of the Barrister's obligations.

11. Conflicts of interest

11.1 The Barrister's entering into the 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 the Agreement, the Barrister has at the time of entering into the Agreement no conflict of interest or other professional impediment that would render it professionally inappropriate for the Barrister to act for the Authorised Person or the Lay Client on the Case.

11.2 If, in the course of the 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 Authorised Person or the Lay Client, the Barrister shall inform the Authorised Person forthwith.

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 Authorised Person.

12.2 The Barrister shall arrange and maintain professional indemnity insurance as required by the Code.

12.3 Subject to clause 12.4 below, the Barrister is not liable:

12.3.1 for any loss or damage, howsoever suffered, which is caused by inaccurate, incomplete or late Instructions;

12.3.2 or any indirect or consequential loss however suffered;

12.3.3 for any loss in excess of the limit of cover within the Barrister's professional indemnity policy, details of which will be provided upon written request.

12.4 Nothing in these terms shall operate so as to exclude liability where such exclusion is prohibited by law.

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 Authorised Person or the Lay Client belong to and remain with the Barrister. The Authorised Person 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 Authorised Person 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 her work product are asserted.

13.2 All copyright and other intellectual property rights attaching to the material provided by the Authorised Person to the Barrister in or with any Instructions ("Material") belong to the Authorised Person, 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 Authorised Person 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 Authorised Person's request, return to the Authorised Person 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 Authorised Person's consent, destroy the documents originally supplied; and
- (c) may, and shall at the Authorised Person's request, return to the Authorised Person any property (such as exhibits and models) to which the Authorised Person, 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 Authorised Person by e-mail. Documents sent to the Authorised Person by e-mail need not be encrypted. If the Authorised Person requires a greater level of security in electronic communications, the Authorised Person shall notify the Barrister of this, and the Authorised Person 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, at the Authorised Person's cost.

16. Termination

16.1 The Authorised Person or, if a party to the agreement incorporating these Terms, the Lay Client may at any time terminate the Agreement with immediate effect by giving 14 days written notice to the Barrister.

16.2 The Barrister may terminate the Agreement when the Barrister is entitled to withdraw from the Case pursuant to rules 21, 25 and 26 of the Code and has complied with any requirements in the Code for doing so. Such a situation may arise where (but is not limited to) there is a conflict of interests, a risk of the Barrister's professional conduct being called into question if they continue to act, the Barrister is unable to reasonably perform the Services due to illness, death, bereavement or pregnancy and/or the Barrister is unable to continue to act in the best interests of the Client.

16.3 The Barrister may terminate the 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 Authorised Person of the Barrister's intention to terminate the Agreement because of the non-payment; and
- (c) the fees have not been paid by the expiry of the time given by that notice.

16.4 Termination of the 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 Authorised Person 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. Money Laundering Regulations 2007

18.1 In entering into this Agreement, the Authorised Person confirms that it has carried out customer due diligence in line with the Money Laundering Regulations 2007, in identifying the Lay Client and any relevant beneficial owner, and that it consents to the Barrister relying upon the Authorised Person to carry out such due diligence.

19. Miscellaneous

- 19.1 None of the Authorised Person, the Barrister or the Lay Client may assign or transfer the benefit or burden of the Agreement or any rights arising from or in connection with the 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 Authorised Person constitutes a waiver of that party's rights under or arising from the 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 The Barrister is a data controller for the purposes of the Data Protection Act 1998 and is bound by the Act amongst other things, to take 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 (which includes obtaining, consulting, holding, using and disclosing) personal data of the Lay Client, the Authorised Person and others to enable the Barrister to provide the Services, to liaise with the Authorised Person in respect of the Lay Client's 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 Authorised Person 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 legislation.

20. Law and jurisdiction

- 20.1 These Terms and the 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 the Agreement or the Services shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which the parties irrevocably submit.