



Agreement for the Supply of Legal Services by a Barrister

The Barrister and the Person Instructing agree that the Barrister will supply the Services for the benefit of the Lay Client on the terms set out below and subject to the General Terms and Conditions of Business for the Supply of Legal Services by Barristers to Solicitors in Commercial Matters attached to this Agreement (“the **General Terms**”).

1. **The Barrister:** [«BarName»] VAT No: GB [«BarVATNo»].

2. **The Person Instructing:**

«InstName»«InstAddress»«InstTownCity»«InstCounty»«InstPostCode»«InstDX»

3. **The Lay Client:** [«CaseName»] [Address]

4. **The Case:** [«CaseNumber»] as per [][date].

5. **Payment Basis** (clause 9 of the General Terms): Basis A

6. **Charges and expenses** (clause 9 of the General Terms)

(a) The Barrister's agreed hourly rate (clause 7.2 of the General Terms): £[000.00] exclusive of VAT

(b) Fixed Fee (if any) £ XX/ None (see 7.5 of the General Terms)

7. **Optional clauses:**

(a) Minimum insurance cover (clause 20.2 of the General Terms): as required by the Bar Standards Board Handbook.

(b) Limitation of general liability (clause 20.3 of the General Terms): £2,500,000.00 but if the Barrister has retired when any claim is made, then liability shall be limited to the amount of run-off cover offered by the Bar Mutual Indemnity Fund Ltd but if no run-off cover is offered, then liability shall be limited to three times the fee paid.

8. **Amendments to the General Terms:**

(a) The Barrister accepts no contractual liability beyond what it would be, absent contractual terms (clause 12.4 of the General Terms).

(b) The Barrister shall act only for the Lay Client and the Barrister's duty is (i) limited to the Lay Client and no responsibility is assumed by the Barrister to any third party (ii) limited to the matters stated in advice on the basis of the facts disclosed in Instructions and reliance may not be placed on advice in relation to other circumstances; (iii) limited to the laws in force in England as applied by the English courts; and (iv) as at the date the advice is given.

(c) the Fee shall be [].

(d) References to “solicitor” in the General Terms means the Instructing Professional.

(e) Any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within six years of the date of the advice alleged to have caused the loss in question.

9. The Instructing Professional confirms:

- (a) the Lay Client's identity and will maintain records in accordance with the relevant money laundering regulations;
- (b) noting the information regarding the rights as regards complaints and undertakes to communicate the information to the Lay Client and to pass on the information sheet: "Quality and Redress".
- (c) noting that the Barrister is bound by the Code of Conduct and if the Barrister thinks it in the interest of the Lay Client, the Barrister may insist on a solicitor being instructed, failing which he may withdraw.
- (d) With regard to record keeping and other procedures, it is the policy of this firm to maintain procedures which comply with Regulations 8, 19 and 20 of the Regulations.
- (e) We consent to your reliance on us to carry out the client due diligence required under the Regulations.
- (f) That we will obtain from the Lay Client all the information needed to satisfy the requirements of regulation 28(2) to (6) and (10) of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to:
 - (i) enable the Barrister to obtain from the Instructing Professional immediately on request (or at the latest within two working days) certified copies of any identification and verification data and any other relevant documentation on the identity of the customer or its beneficial owner;
 - (ii) to retain copies of the data and documents referred to in paragraph (i) for the period referred to in regulation 39 of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

Signed

.....
The Clerk to [«BarName»] on his/her behalfThe Instructing Professional, [name],
[position/capacity]

Date: