

**THE STANDARD CONTRACTUAL TERMS FOR THE SUPPLY OF LEGAL SERVICES BY BARRISTERS
TO LICENSED ACCESS CLIENTS (“STANDARD TERMS”)**

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Contractual Terms for the Supply of Legal Services by Barristers to Licensed Access Clients (as defined below) (“the Standard Terms”):

1.1.1 reference to a clause is to the relevant clause of these Standard Terms;

1.1.2 headings are included for convenience only and do not affect the interpretation of these Standard Terms;

1.1.3 references to “parties” or a “party” are references to the parties or a party to the Standard Terms;

1.1.4 references to the singular include the plural and vice versa;

1.1.5 references to a person include bodies corporate (including limited liability partnerships) and partnerships, in each case whether or not having a separate legal personality, except where the context requires otherwise;

1.1.6 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;

1.1.7 references to any provision of the Code include references to that provision as amended, replaced or renumbered from time to time; and

1.1.8 references to a person or body include references to its successor.

1.2 In these Standard Terms, the following words have the following meanings, except where the context requires otherwise:-

“the Standard Terms ”

the agreement between the Barrister and the Licensed Access Client for the Barrister to provide the Services on the terms set out in these Standard Terms;

“the Licensed Access Client”

the individual, firm, company or other person instructing or seeking to instruct the barrister, whether on their own behalf or on behalf of some other person authorised by the Bar Standards Board as a Licensed Access Client¹. Schedule 1 sets out the professional associations that are deemed to be authorised by the BSB and Schedule 2 sets out the ombudsman services that are deemed to be authorised by the BSB;

“the Lay Client”

where the Licensed Access Client is instructing or seeking to instruct the barrister not on their or its own behalf, but on the behalf of some other person, the other person is “the Lay Client”;

“the Barrister”

the barrister, practising as a member of the Bar of England & Wales, who is willing and able in that capacity to provide the Services in connection with

¹ A licence list, published by the BSB, which details the organisations and individuals that are currently approved, can be found here: <https://www.barstandardsboard.org.uk/for-the-public/list-of-licences-for-instructing-barristers.html>

the Case and in accordance with the Instructions from the Licensed Access Client or Lay Client;

“the Case”

the particular legal dispute or matter, whether contentious or non-contentious, in respect of which the Barrister is Instructed to provide the Services;

“the Code”

the Code of Conduct in the BSB Handbook, as amended from time to time;

“Conditional Fee Agreement”

the meaning ascribed to those words by section 58 of the Courts and Legal Services Act 1990;

“the Instructions”

the briefs, instructions and requests for work to be done (and all accompanying materials) given by the Licensed Access Client to the Barrister in whatever manner to enable them to supply the Services, and “Instruct” and “Instructing” shall have corresponding meanings;

“invoice”

includes a fee note not amounting to a VAT invoice

“the Licensed Access Rules”

the rules in Part D of the Code of Conduct, which governs Licensed Access Work and any subsequent versions thereof;

“the Licensed Access Recognition Regulations”

the regulations published by the Bar Standards Board governing the grant of licenses (including deemed licenses) to Licensed Access Clients;

“the Services”

the legal services provided by the Barrister in connection with the Case pursuant to the Instructions provided by the Licensed Access Client;

2. APPLICATION OF THESE STANDARD TERMS

- 2.1 The Barrister provides the Services requested by the Licensed Access Client on the terms set out in these Standard Terms, the Licensed Access Rules and subject to their professional obligations under the Code.
- 2.2 These Standard Terms (other than this clause 2.2) may be varied if, but only if, expressly agreed by the Parties in writing (including by exchange of emails).
- 2.3 By instructing the Barrister to provide further Services in relation to the Case, the Licensed Access Client accepts these Standard Terms in relation to those further Services, as well as in relation to the Services which the Barrister is initially instructed to provide.
- 2.4 These Standard Terms do not apply if the Barrister has entered into a Conditional Fee Agreement in relation to the Case that does not specifically incorporate these Standard Terms .
- 2.5 Nothing in these Standard Terms , nor any variation referred to in clause 2.2, shall operate so as to conflict with the Barrister’s duty under the Code or with the Licensed Access Client’s duty under regulatory requirements applicable to their profession.

3. THE INSTRUCTIONS TO THE BARRISTER

- 3.1 Where instructions are given in accordance with the terms of a licence issued or deemed to have been issued by the Bar Standards Board, they apply save to the extent that they have been varied or excluded by written agreement and will apply to instructions only where the instructions have been accepted by the Barrister in writing.
- 3.2 The Licensed Access Client shall specify in their instructions the basis on which they are deemed to hold a licence under the Licensed Access Recognition Regulations² or provide a copy of the license issued by the BSB.
- 3.3 The Licensed Access Client must ensure the Instructions delivered to the Barrister are adequate to supply them with the information and documents reasonably required and in reasonably sufficient time for them to provide the Services requested.
- 3.4 The Licensed Access Client must respond promptly to any requests for further information or instructions made by the Barrister.
- 3.5 The Licensed Access Client must inform the Barrister immediately if there is reason to believe that any information or document provided to the Barrister is not true and accurate.
- 3.6 Where the Licensed Access Client requires the Barrister to perform all or any part of the Services urgently the Licensed Access Client must ensure that:
 - 3.6.1 all relevant Instructions are clearly marked “Urgent”; and
 - 3.6.2 at the time the Instructions are delivered the Barrister is informed in clear and unambiguous terms of the timescale within which the Services are required and the reason for the urgency.
- 3.7 The Licensed Access Client must inform the Barrister within a reasonable time if the Case is settled or otherwise concluded.

4. RECEIPT AND ACCEPTANCE OF THE INSTRUCTIONS

- 4.1 Upon receipt of the Instructions, the Barrister will within a reasonable time review the Instructions and inform the Licensed Access Client whether or not they accept the Instructions.
- 4.2 The Barrister may accept or refuse the Instructions in the circumstances and for the reasons set out in the Code and the Barrister incurs no liability if they refuse any Instructions in accordance with the Code.
- 4.3 Instructions should only cover work permitted by the Licensed Access Rules and the Barrister must and will refuse instructions in the following circumstances:
 - 4.3.1 due to any existing or previous instructions the barrister is not able to fulfil their obligation to act in the best interests of the prospective client; or
 - 4.3.2 there is a conflict of interest, or real risk of conflict of interest, between the Barrister’s personal interests and the interests of the prospective client in respect of the particular matter; or
 - 4.3.3 there is a conflict of interest, or real risk of conflict of interest, between the prospective client and one or more of the Barrister’s former or existing clients, in respect of the particular matter unless all of the clients who have an interest in the

² <https://www.barstandardsboard.org.uk/for-barristers/public-and-licensed-access/licensed-access-recognition-regulations.html>

- particular matter give their informed consent to the barrister acting in such circumstances; or
- 4.3.4 there is a real risk that information confidential to another former or existing client, or any other person to whom the Barrister owes duties of confidence, may be relevant to the matter, such that if, obliged to maintain confidentiality, the barrister could not act in the best interests of the prospective client, and the former or existing client or person to whom the Barrister owes that duty does not give informed consent to disclosure of that confidential information; or
 - 4.3.5 the Barrister's instructions seek to limit the barrister's ordinary authority or discretion in the conduct of proceedings in court; or
 - 4.3.6 the Barrister's instructions require them to act other than in accordance with law or with the provisions of this Handbook; or
 - 4.3.7 the Barrister is not authorised and/or otherwise accredited to perform the work required by the relevant instruction; or
 - 4.3.8 the Barrister is not competent to handle the particular matter or otherwise does not have enough experience to handle the matter; or
 - 4.3.9 the Barrister does not have enough time to deal with the particular matter, unless the circumstances are such that it would nevertheless be in the client's best interests for them to accept; or
 - 4.3.10 there is a real prospect that the barrister is not going to be able to maintain their independence.
- 4.4 Notwithstanding acceptance of Instructions in accordance with Clause 4.1 above, the Barrister shall be entitled to carry out any customer due diligence required by the Money Laundering Regulations 2017. The Licensed Access Client will provide the Barrister with all reasonable assistance to carry out any necessary customer due diligence including (if required to do so) consenting to the Barrister relying upon the Licensed Access Client under Regulation 39 of the Money Laundering Regulations 2017.
- 4.5 In the event that the Barrister reasonably considers that the requirements of the Money Laundering Regulations have not been satisfied they may, within a reasonable period after receipt of the Instructions, withdraw any acceptance of those Instructions without incurring any liability.
- 4.6 Subject to the preceding provisions of this Clause 4, the Standard Terms come into effect upon the Barrister accepting the Instructions.

5. CONFIDENTIAL INFORMATION AND PUBLICITY

- 5.1 The Barrister will keep confidential all information provided to them in connection with the Case unless:
- 5.1.1 they are authorised by the Licensed Access Client or the Lay Client to disclose it;
 - 5.1.2 the information is in or comes into the public domain without any breach of confidentiality on the part of the Barrister; or
 - 5.1.3 they are required or permitted to disclose it by law, or by any regulatory or fiscal authorities, in which case, to the extent that they are permitted to do so, they will endeavour to give the Licensed Access Client and/or the Lay Client as much advance notice as possible and permitted of any such required disclosure.
- 5.2 The Barrister owes the same duty of confidentiality to other lay clients, and will

therefore not disclose or make use of any information that might be given to them in confidence in relation to any other matter without the consent of their other lay client, even if it is material to providing the Services.

- 5.3 Unless the Licensed Access Client expressly informs the Barrister to the contrary in advance in writing, the Barrister may allow the Instructions to be reviewed by another barrister or by a pupil (including a vacation pupil or mini pupil) in chambers, on terms that the other barrister or pupil complies with clause 5.1.
- 5.4 If another barrister or pupil who has reviewed the instructions in accordance with clause 5.3, fails to comply with clause 5.1, such failure will constitute a breach by the Barrister of this clause 5.
- 5.5 Subject to their obligation under clause 5.1, the Barrister may make and retain copies of the Instructions and any written material produced by him.
- 5.6 To the extent such information is already in the public domain, the Barrister may disclose in their marketing and similar materials, and to prospective clients and publishers of legal directories that they are or have been instructed by the Licensed Access Client and/or for the Lay Client and the nature of the Case. To the extent any such information is not already in the public domain, the Barrister may only refer to it for marketing purposes in a form which sufficiently preserves the Lay Client's privilege and confidentiality and (where the law so requires) with the Lay Client's consent.

6. CONFLICTS OF INTEREST

- 6.1 The Barrister's entering into the Standard Terms shall constitute their confirmation that, to the best of the Barrister's knowledge based on the information available to them 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 Licensed Access Client or the Lay Client on the Case.
- 6.2 If, in the course of delivery of the Services, 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 Licensed Access Client or the Lay Client, the Barrister shall inform the Licensed Access Client immediately.
- 6.3 Neither the Licensed Access Client nor the Lay Client shall have any claim in damages against the Barrister for breach of this clause 6 unless:
- 6.3.1 the Barrister has admitted in writing that the Barrister has acted in breach of this clause 6; or
- 6.3.2 the Lay Client or the Licensed Access Client has made a complaint to the Bar Standards Board or the Legal Ombudsman that the Barrister has acted in breach of the BSB Handbook, that complaint has been upheld, no appeal or review has been or is being made of that decision and any time limit for appeal or review has expired.
- 6.4 Clause 6.3 does not prevent the Licensed Access Client or Lay Client from seeking relief other than damages (including, without limitation, an interim or final injunction) in respect of any breach by the Barrister of clause 6.

7. COMPLAINTS

- 7.1 If, for any reason, the Licensed Access Client or the Lay Client (if any) are unhappy with the service received from the Barrister, Chambers has a complaints procedure which may be followed. The procedure may be viewed here:
<https://www.exchequerchambers.com/complaints-procedure>

8. ELECTRONIC COMMUNICATION

- 8.1 Unless otherwise directed by the Licensed Access Client, the Barrister may correspond by means of electronic mail, (which may include unencrypted electronic mail) the parties agreeing hereby:
- 8.1.1 to accept the risks of using unencrypted electronic mail, including but not limited to the risks of viruses, interception and unauthorised access; and
- 8.1.2 to use commercially reasonable procedures to maintain security of electronic mail, subject to the parties' agreement in clause 8.1 hereof to use unencrypted electronic mail, and to check for commonly known viruses in information sent and received electronically.

9. DATA PROTECTION

- 9.1 The Barrister is a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) and Data Protection Act 2018 ("UKGDPR") and is bound by the Regulation and the Act amongst other things, to implement appropriate technical and organisational measures to ensure an appropriate level of security of personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Barrister is entitled to process (which includes obtaining, consulting, holding, using and disclosing) personal data of the Lay Client, the Licensed Access Client and others: to enable them to provide the Services; to liaise with the Licensed Access Client in respect of the Lay Client's case or on the Lay Client's behalf; to pursue their legitimate interests, including maintaining and updating client records, producing management data, preventing crime, and publicising their activities as set out in clause 5.6 above, except where those interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data; and to comply with legal and regulatory requirements to which they are subject.
- 9.2 The Barrister will process personal data in accordance with the Barrister's privacy notice. The Lay Client and the Licensed Access Client each have, subject to the exemptions provided in UKGDPR:
- 9.3 the right of access to their personal data;
- 9.3.1 for the purpose of rectification or erasure of their personal data or restriction of processing concerning the data subject or to object to processing;
- 9.3.2 to exercise their right to data portability;
- 9.3.3 the right to withdraw consent to the processing of personal data (it being understood that, in the event of such withdrawal of consent, the Barrister may no longer be able to continue to act and that the Barrister may continue to process the personal data for purposes which are permitted by law notwithstanding the withdrawal of consent);

- 9.3.4 the right to lodge a complaint with the Information Commissioner.
- 9.4 The Licensed Access Client consents to the processing of their personal data in accordance with paragraphs 9.1 and 9.2 hereof and hereby warrants and undertakes that they have informed the Lay Client of the processing by the Barrister of the personal data in accordance with paragraphs 9.1 and 9.2, have provided a copy of these terms to the Lay Client, and have obtained a written confirmation from the Lay Client recording both the consent from the Lay Client to the processing for the purposes specified paragraphs 9.1 and 9.2 and the acknowledgement from the lay client that they have been notified of their rights under clause 9.3, which confirmation the Licensed Access Client undertakes to produce upon demand.
- 9.5 A copy of our Data Protection Policy Notice, which set out in practical terms the type of data they may hold and how they may process it, can be found on Chambers website using the following link: <https://www.exchequerchambers.com/privacy>

10. PROVIDING THE SERVICES

- 10.1 The Barrister will exercise reasonable skill and care in providing the Services. The Barrister acknowledges the existence of a duty of care owed to the Lay Client at common law, subject to their professional obligations to the Court and under the Code.
- 10.2 The Barrister will provide the Services by such date as may be agreed between the parties, and in any event will do so within a reasonable time having regard to the nature of the Instructions and their other pre-existing professional obligations as referred to in the Code.
- 10.3 If requested to do so, the Barrister will provide the Licensed Access Client 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 the 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.
- 10.4 The Barrister should notify the Licensed Access Client promptly if any estimate of time and/or fees and disbursements that the Barrister has provided to the Licensed Access Client needs to be revised for any reason.
- 10.5 The Barrister will, in addition, provide all information reasonably required to enable the Lay Client and/or the Licensed Access Client to assess what costs have been incurred and to obtain and enforce any order or agreement to pay costs against any third party.
- 10.6 The Barrister may delegate the provision of any part of the Services but will remain responsible for the acts, omissions, defaults or negligence of any delegate as if they were the acts, omissions, defaults or negligence of the Barrister.

11. CONDUCT OF LITIGATION

- 11.1 The Barrister is not authorised to conduct litigation on behalf of their client. Therefore, the Barrister cannot be expected to perform the functions of a solicitor or other person who is authorised to conduct litigation (e.g. providing an address for service, filing and serving court documents etc) and in particular to fulfil

obligations arising out of or related to the conduct of litigation.

- 11.2 In some circumstances, it may be in the interest of the Lay Client or in the interests of justice to instruct a solicitor or other person authorised to conduct litigation or other appropriate intermediary together with the Barrister on in their stead. If these circumstances arise, the Barrister will notify the Licensed Access Client of this in writing as soon as practicable.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 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 provided by the Barrister to the Licensed Access Client or the Lay Client belong to and remain with the Barrister. The Licensed Access Client 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 Licensed Access Client 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 their work product are asserted.

- 12.2 All copyright and other intellectual property rights attaching to the material provided by the Licensed Access Client to the Barrister in or with any Instructions ("Material") belong to the Licensed Access Client, 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 Licensed Access Client and/or the Lay Client.

13. RETENTION AND STORAGE OF DOCUMENTS

- 13.1 Subject to any agreement to the contrary, during the course of the Case the Barrister will 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.
- 13.2 Subject to any agreement to the contrary, at the completion of the Case the Barrister:
- 13.2.1 may, and will at the Licensed Access Client's request, return to the Licensed Access Client 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;
- 13.2.2 may otherwise retain a copy of all instructions and documents received by them and any written work prepared by them for at least seven years from the date of the last work done by them in respect of the matter; and
- 13.2.3 may, and will at the Licensed Access Client's request, return to the Licensed Access Client any property (such as exhibits and models) to which the Licensed Access Client, 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.

14. LIABILITY

- 14.1 The Barrister shall arrange and maintain professional indemnity insurance as required by the BSB Handbook or, if higher, to the level, if any, set out in the Standard Terms.
- 14.2 The Barrister accepts no contractual liability beyond what it would be, absent contractual terms.
- 14.3 The Barrister shall act only for the Licensed Access Client and the Lay Client and, subject to Clause 14.5 below, the Barrister is not liable:
 - 14.3.1 for any loss or damage, however suffered, by any person other than the Lay Client;
 - 14.3.2 for any loss or damage, however suffered, which is caused by inaccurate, incomplete or late Instructions;
 - 14.3.3 for any loss arising as a result of matters outside of those stated in advice and on the facts disclosed in Instructions and reliance must not be placed on advice in relation to other circumstances;
 - 14.3.4 for any loss arising as a result of advice not confirmed in writing;
 - 14.3.5 for any loss arising out of matters outside of the laws and practice in force in England as at the date the advice is given as applied to the English courts;
 - 14.3.6 for any loss arising out of matters which become known after the date the advice is given; and
 - 14.3.7 for any indirect or consequential loss however suffered.
- 14.4 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 the Barrister within 6 years of the date of the advice alleged to have caused the loss in question.
- 14.5 Nothing in Clause 14 shall operate so as to exclude liability where such exclusion is prohibited by law.

15. FEES

- 15.1 The Licensed Access Client is liable for the Barrister's fee due in respect of the work carried out under any instructions, whether or not the matter concerns a Lay Client. In this regard:
 - 15.1.1 the relationship between the Barrister and the Licensed Access Client is a contractual one;
 - 15.1.2 any individual giving or purporting to give the instructions on behalf of any partner firm, company, individual or other person warrants to the Barrister that they are authorised by the latter to do so;
 - 15.1.3 If the Licensed Access Client is a partnership, a firm or unincorporated association, the liability of the partners or members and on death, that of their estates for the Barrister's fees is joint and severable.
- 15.2 The fee for the Services shall in all cases comply with the Code and will be calculated as agreed between the Barrister (or their clerk on their behalf) and the Licensed Access Client, whether prospectively or retrospectively.
- 15.3 The Barrister may agree to provide the Services for a fixed fee or may agree to provide the Services 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:
 - 15.3.1 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 their status or seniority;

- 15.3.2 any variation of the agreed hourly rate and the date on which it shall take effect shall be agreed with the Licensed Access Client, and in default of agreement the Barrister shall be entitled to treat the Standard Terms as having been terminated by the Licensed Access Client, subject to the Barrister's obligations under the Code.
- 15.4 If no fee or hourly rate is agreed, then the Barrister is entitled to charge a reasonable fee for the Services having regard to all relevant circumstances.
- 15.5 The fee for the Barrister's Services is exclusive of any applicable Value Added Tax (or any tax of a similar nature), which shall be added to the fee at the appropriate rate.
- 15.6 If for any reason any Instructions or the Case do not proceed to completion, the barrister will only charge fees for work actually done and disbursements actually incurred, unless otherwise agreed (as, for example but without limitation, where stage payments have been agreed and have fallen due prior to termination of the Terms of Engagement).

16. BILLING, PAYMENT AND INTEREST

- 16.1 The Barrister shall be entitled to deliver an Invoice to the Licensed Access Client in respect of the Services or any completed part thereof and any disbursements at any time after supplying the Services or the relevant part thereof.
- 16.2 If additional or specific terms apply to the Case in relation to billing, payment or interest, these will be set out on the Terms of Booking.
- 16.3 The Barrister shall deliver an Invoice to the Licensed Access Client in respect of the Services or any part thereof and any disbursements as soon as reasonably practicable after and not more than 3 months from the earliest of: (a) a request by the Licensed Access Client; (b) notification by the Licensed Access Client that the Case has settled or otherwise concluded; or (c) termination of the Terms of Engagement.
- 16.4 The Invoice must set out an itemised description of:
 - 16.4.1 the Services provided by the Barrister and the fees charged;
 - 16.4.2 any disbursements incurred and the cost thereof; and
 - 16.4.3 VAT (or any tax of a similar nature), if any.
- 16.5 The Licensed Access Client must pay the Invoice within 30 days of delivery, time being of the essence, whether or not the Licensed Access Client has been put in funds by the Lay Client. The Invoice must be paid without any set-off (whether by reason of a complaint made or dispute with the Barrister or otherwise), and without any deduction or withholding on account of any taxes or other charges.
- 16.6 Where the Barrister has delivered a fee note, on request by the Licensed Access Client, the Barrister will deliver a VAT invoice following receipt of payment.
- 16.7 If the Invoice remains outstanding more than 30 days from the date of delivery, the Barrister is entitled:
 - 16.7.1 to the fixed sum and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - 16.7.2 to sue the Licensed Access Client for payment; and
 - 16.7.3 subject to the Barrister's obligations to the Court and under the Code, to refrain

from doing any further work on the Case unless payment for that further work is made in advance.

17. TERMINATION

- 17.1 The Licensed Access Client may terminate the Standard Terms by giving notice to the Barrister in writing at any time.
- 17.2 The Standard Terms will terminate automatically as soon as the Barrister is under an obligation pursuant to the Code or otherwise to withdraw from the Case or to cease to act and has complied with any requirements of the Code in so doing.
- 17.3 The Barrister may terminate the Standard Terms by written notice when they are entitled pursuant to the Code or otherwise to withdraw from the Case or cease to act and have complied with any requirements of the Code in so doing.
- 17.4 For the avoidance of doubt, termination of the Standard Terms, whether under this clause 17 or otherwise, does not affect or prejudice any accrued liabilities, rights or remedies of the parties under the Standard Terms.

18. WAIVER

- 18.1 Except where expressly stated, nothing done or not done by the Barrister or the Licensed Access Client constitutes a waiver of that party's rights under the Standard Terms.

19. SEVERABILITY

- 19.1 If any provision of these Standard Terms is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of these Standard Terms which will remain in full force and effect.
- 19.2 If any provision of these Standard Terms is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such deletions as may be necessary to make it valid and enforceable.

20. EXCLUSION OF RIGHTS OF THIRD PARTIES

- 20.1 These Standard Terms governs the rights and obligations of the Barrister and the Licensed Access Client towards each other and confers no benefit upon any third party (including the Lay Client). The ability of third parties to enforce any rights under the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

21. ENTIRE AGREEMENT

- 21.1 Subject to clauses 2.2 and 15.1, these Standard Terms and the Terms of Booking, comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Standard Terms on the basis of any representation.

22. NOTICES AND DELIVERY

- 22.1 Any notice or other written communication to be given or delivered under these Standard Terms may be despatched in hard copy or in electronic form (including fax and email) and shall in the case of a notice to be given to the Barrister be given to them at their last known Chambers' address, fax number or email address and shall in the case of a notice to be given to the Licensed Access Client be given to them at their last known place of business, fax number or email address.
- 22.2 Notices and other written communications under these Standard Terms shall be deemed to have been received:-
- 22.2.1 In the case of hard copy documents despatched by first class post, on the second working day next following the day of posting;
- 22.2.2 In the case of documents despatched by second class post, on the fourth working day next following the day of posting;
- 22.2.3 In the case of documents in electronic form, on the working day next following the date of despatch.

23. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 23.1 The Standard Terms shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under these Standard Terms of Engagement.
- 23.3 Without prejudice to Clause 23.2, the parties may agree to alternative methods of dispute resolution.

SCHEDULE 1**Professional Associations that are deemed to be authorised by the BSB****Part I - Accountants and taxation advisers**

1. The Association of Authorised Public Accountants
2. Association of Taxation Technicians
3. The Association of Chartered Certified Accountants
4. The Chartered Institute of Management Accountants
5. Institute of Chartered Accountants in England and Wales
6. Chartered Accountants Ireland
7. Institute of Chartered Accountants of Scotland
8. The Chartered Institute of Taxation
9. The Institute of Financial Accountants

Part II - Insolvency practitioners

1. Insolvency Practitioners Association

Part III - Architects, surveyors and town planners

1. Architects Registration Board
2. Association of Consultant Architects
3. The Royal Institute of British Architects
4. The Royal Institution of Chartered Surveyors
5. The Royal Town Planning Institute
6. Landscape Institute

Part IV - Engineers

1. The Institution of Chemical Engineers
2. The Chartered Institution of Civil Engineering Surveyors
3. The Institution of Civil Engineers
4. The Institution of Engineering and Technology
5. Institution of Mechanical Engineers
6. The Institution of Structural Engineers

Part V - Actuaries

1. The Institute and Faculty of Actuaries

Part VI - Chartered secretaries and administrators

1. The Chartered Governance Institute (formerly The Institute of Chartered Secretaries and Administrators: The Governance Institute)

Part VII - Insurers

1. The Association of Average Adjusters
2. The Chartered Institute of Loss Adjusters
3. The Chartered Insurance Institute

Part VIII - Trust and Estate Practitioners

1. The Society of Trust and Estate Practitioners (STEP)

Part IX - Residential Property Management Professionals

1. The Institute of Residential Property Management Professionals (IRPM)

SCHEDULE 2**Ombudsman Services that are deemed to be authorised by the BSB**

1. The Parliamentary and Health Service Ombudsman
2. The Commission for Local Administration
3. Public Services Ombudsman for Wales
4. The Financial Ombudsman Service
5. The Legal Ombudsman