



XXIV OLD BUILDINGS STANDARD CONTRACTUAL TERMS FOR THE SUPPLY OF LEGAL SERVICES BY BARRISTERS TO AUTHORISED PERSONS

Agreement for the Supply of Legal Services by a Barrister

The Barrister and the Solicitor 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 modified General Terms and Conditions of Business for the Supply of Legal Services by Barristers to Solicitors in Commercial Matters (the "General Terms"). In the event of any conflict between the terms in this email and the General Terms, the terms in this email will prevail. The full Combar Terms and Conditions can be located [herewith](#) at the enclosed link.

These terms may be accepted by email confirmation rather than manuscript signature. Any Instructions to the Barrister to provide Services in relation to the Case will constitute acceptance by conduct of the terms of this Agreement unless otherwise agreed in writing. Unless otherwise agreed in writing, this Agreement shall apply to any work done or Services provided by the Barrister in relation to the Case before the date of this email.

The Solicitor and Barrister agree that the Barrister's obligation to supply any further Services beyond those pursuant to the Instructions already given as at the date of this Agreement is subject to agreement as to the amount of fees to be held on account and the date for their receipt in respect of those further Services.

For the avoidance of doubt, the liability that is limited under clauses 12.4(a) & (b) and 21.3 is the Barrister's liability to the Solicitor and/or to the Lay Client, and by this Agreement the Solicitor accepts those limitations as principal and on behalf of the Lay Client, having authority to do so.

1. **The Barrister**
2. **The Solicitor**
3. **The Lay Client**
4. **The Case**
5. **Payment Basis** (clause 9 of the General Terms)
6. **The Barrister's agreed hourly rate** (clause 7.2 of the General Terms) (plus VAT if applicable)
7. **Optional clauses:**

The following clauses from the General Terms will apply to this Agreement, subject to the amendments set out in this paragraph 7, unless the relevant clause is struck through below:

1. Limitation of liability arising solely under contract (clauses 12.4. and 21.3 of the General Terms): £100,000
2. ~~Minimum insurance cover (clause 21.2 of the General Terms): £~~
3. Limitation of general liability (clause 21.3 of the General Terms): £2,500,000

4. Monies on account to be obtained by the Solicitor (clause 21.4 of the General Terms): £[] by [date]
5. ~~Barrister agrees to work being stored on the Solicitor's internal know how system (clause 21.5 of the General Terms):~~

8. Amendments to the General Terms:

(a) The definitions of Applicable Data Protection Law and "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" in clause 1.2 are replaced with the following definitions:

the "Applicable Data Protection Law" means, for each Party, all law relating to data protection, the processing of personal data, and any privacy laws to which that Party is subject in connection with the personal data in question, including where applicable: (a) UK Data Protection Law; (b) European Data Protection Law; and (c) any equivalent legislation in any jurisdiction in which a Party is established; in each case, as amended, consolidated, restated or re-enacted from time to time;

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have as applicable to the relevant party, the meanings given in Applicable Data Protection Law;

(b) The following additional clauses are inserted:

5.3 The Solicitor shall provide written notification of the Barrister's Privacy Notice, located on the Chambers' website at <https://xxiv.co.uk/privacy/> to the Lay Client before the start of the Agreement.

5.4 The Solicitor warrants that they have explained to and accepted on behalf of the Lay Client, the limits on the Barrister's liability as set out in this Agreement.

(c) Clause 19 (**Data Protection and Security**) is replaced in its entirety with the following provision:

19.1 The Parties agree to the following Data Protection and Security contractual clauses during the Agreement:

(a) The Barrister is a data controller for the purposes of UK Data Protection Law and is bound, amongst other things, to implement appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or destruction of, or damage to, personal data.

(b) Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law.

(c) The Barrister is entitled to process in accordance with Applicable Data Protection Law personal data of the Lay Client, the Solicitor and others to enable the Barrister to provide the Services, to liaise with the Solicitor in respect of the 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.

(d) The Lay Client and the Solicitor 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 Law.

(e) If and to the extent that the Barrister and the Solicitor are joint controllers (whether or not with anyone else) for the purposes of Applicable Data Protection Law and only if this has been explicitly agreed to in writing, then, each shall, unless otherwise agreed, be individually responsible for ensuring that the processing each undertakes is in accordance with Applicable Data Protection Law, for ensuring, so far as each is able the implementation of appropriate technical and organisational measures in accordance with Applicable Data Protection Law, and as regards the exercising of the rights of the data subject, but the Solicitor shall be responsible for the provision of information referred to in articles 13 and 14 of the UK GDPR if and to the extent that this provision of information is required by Applicable Data Protection Law. In the event that the Barrister is required in accordance with Article 33 of the GDPR to notify to a supervisory authority a personal data breach affecting personal data of the Lay Client, the Solicitor or others referred to in data supplied with the Instructions, the Barrister shall notify the Solicitor as soon as practicable after notifying the supervisory authority.

(d) Clause 10.1 is varied so that the Barrister is authorised to refer to the Case (including the names of the parties, the name of the Solicitor, and a summary of the general nature of the dispute) for marketing purposes and for the purpose of professional directory submissions unless the Solicitor or the Lay Client notifies the Barrister in writing that the Barrister is not so authorised in which case the provisions of clause 10 of the General Terms shall apply from the date upon which such written notice is received by the Barrister. This amended clause shall not apply if the Case is a confidential arbitration in which case the unamended clause 10 of the General Terms shall apply.

(e) Clause 10.2 is varied to add:

10.2(f) disclosure may be made to a debt recovery agency to the extent necessary in order to recover unpaid fees.

10.2(g) disclosure may be made by reference to, or production of (as evidence or otherwise) Information in court or in arbitration by the Barrister in the event of litigation or a dispute between the Barrister, Solicitor or Lay Client, insofar as may be necessary for the Barrister to protect or defend the Barrister's interests, as the Barrister shall determine in their sole and absolute discretion.

10.2(h) for the avoidance of doubt, disclosure of Information under Clause 10.2 includes the disclosure of privileged material.

(f) Clause 17.1 is varied so that the Barrister is authorised to disclose to third parties that the Lay Client is or has been a client of the Barrister for marketing purposes and for the purpose of professional directory submissions unless the Solicitor or the Lay Client notifies the Barrister in writing that the Barrister is not so authorised to do so, in which case clause 17.1 of the General Terms shall apply in unamended form from the date upon which such written notice is received by the Barrister.