

4 PUMP COURT TERMS



1. Where a solicitor or other qualified person or entity ("Solicitor") seeks to instruct a barrister practising from 4 Pump Court ("Barrister") and the Barrister accepts those instructions on 4 Pump Court Terms, these terms shall apply to those instructions and any subsequent instructions relating to the same matter, to the exclusion of any other terms.
2. The Barrister shall carry out the instructions with reasonable care and skill. The Barrister acknowledges the existence of a duty of care at common law owed to the Barrister's and Solicitor's lay client, subject to the Barrister's professional obligations to the Court and under the Bar Standards Board Handbook ("the BSB Handbook").
3. The Barrister shall be entitled to such fees and disbursements as may be agreed between the Solicitor and 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 hourly rate, or as otherwise may be appropriate.
4. Unless otherwise agreed at the outset, the Barrister's hourly rate may be reviewed from time to time, and the Solicitor shall not unreasonably refuse to agree an increase in the Barrister's hourly rate.
5. Unless otherwise agreed the Barrister's fees are exclusive of any applicable Value Added Tax (or any applicable tax of similar nature), which shall be added to and paid with the Barrister's fees.
6. The Solicitor shall pay the Barrister's fees and any disbursements in full with any applicable VAT or other tax within 45 days of receipt of the Barrister's invoice or as otherwise agreed in writing.
7. The Barrister will protect the confidentiality of each client's affairs, except for such disclosures as are required or permitted by law or to which the client gives informed consent. Barristers at 4 Pump Court are hereby permitted to share confidential information with pupils, mini-pupils and other lawyers/students visiting chambers for educational/training purposes. All such persons will have given an undertaking of confidentiality to the Barrister. Consent is hereby given for the purposes of the Data Protection Act 1998 to any processing of personal data in relation to such sharing of confidential data and/or the performance of the Barrister's services.
8. The Solicitor may terminate this contract by giving notice to the Barrister at any time.
9. The Barrister may terminate this contract or decline to carry out particular instructions in the following circumstances:
 - 9.1. Where the Barrister is obliged or entitled to do so under the BSB Handbook;
 - 9.2. Where fees cannot be agreed;
 - 9.3. Where fees which should have been paid have not been paid; and/or
 - 9.4. Where the Barrister believes in good faith that for proper reason he or she should not act in the matter or carry out particular instructions.
10. Where fees have been outstanding for more than 45 days, the Barrister may by notice claim interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the date of receipt of that notice onwards.
11. In order to comply with Rules C76 - 78 of the BSB Handbook and in the light of the limitations in the Terms of Cover of the Bar Mutual Indemnity Fund Limited:
 - 11.1. Insofar as 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
 - 11.2. Save as aforesaid, the Barrister excludes any and all liability beyond that which would arise at common law had the Barrister not entered into this contract.
12. Without prejudice to clause 11 above, where the Barrister's liability might exceed the Barrister's usual professional indemnity cover, the parties may agree in writing that the Barrister's liability hereunder and at common law should be subject to a cap, which shall take effect as though it were written into these terms.
13. All obligations arising out of or in respect of these terms and/or the instructions are governed by the law of England and Wales. Unless the parties agree some other form of dispute resolution, any disputes shall be subject to the exclusive jurisdiction of the English Courts.