

# **CANNON CHAMBERS STANDARD TERMS OF WORK**

## **Version 1.0**

### **1. Definitions**

In these Standard Terms of Work:

- 1.1. “**Cannon Chambers**” means the virtual chambers of barristers practising from [www.cannonchambers.co.uk](http://www.cannonchambers.co.uk) with an address for service at 64 New Cavendish Street, London, England W1G 8TB
  
- 1.2. “**The Bar Standard Conditions**” means the Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons 2012 (updated for the GDPR in 2018) available at [www.barcouncilethics.co.uk/wp-content/uploads/2017/10/Contractual-Terms-2020-1.pdf](http://www.barcouncilethics.co.uk/wp-content/uploads/2017/10/Contractual-Terms-2020-1.pdf)
  
- 1.3. Subject to clause 3 below, terms defined in the Bar Standard Conditions have the same meaning in these Standard Terms of Work.

### **2. Standard Terms of Work**

- 2.1. These Standard Terms of Work are the standard terms on which Barristers of Cannon Chambers offer to accept instructions.
- 2.2. These Standard Terms of Work apply to Instructions accepted from 1 January 2021.

### **3. Incorporation of the Bar Standard Conditions**

These Standard Terms of Work incorporate the Bar Standard Conditions with the following modifications:

- 3.1. References to “**the Authorised Person**” include any person instructing the Barrister to provide the Services.
- 3.2. “**The Agreement**” means the agreement on the terms of these Standard Terms of Work.
- 3.3. The following shall be added as Condition 15.3:  
“15.3 If any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if its scope of operation were

reduced, then the provision in question will apply with such minimum diminution in the scope of its operation as is necessary to make it valid and enforceable”.

#### **4. Withdrawal of acceptance of Instructions by reason of failure to comply with Money Laundering Regulations**

If a Barrister withdraws Instructions in accordance with Condition 4.4 of the Bar Standard Conditions, the Authorised Person shall be liable for fees in respect of work done before the withdrawal of Instructions notwithstanding that by reason of failure to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 the Barrister has not provided Services.

#### **5. Limitation of liability**

5.1. The Barrister shall not be liable to the Authorised Person, the Lay Client or to any other person, as a result of any loss or damage of whatsoever nature suffered or arising directly or indirectly in consequence of the Services, to pay any amount which would or might be otherwise payable by way of damages and costs as a result of any such loss or damage, beyond the Insured Amount.

5.2. In a case where a claim is made against the Barrister by more than one person, the Barrister’s aggregate liability to pay any such amount by way of damages and costs shall be restricted to the Insured Amount. As between two or more such claimants, their claims to damages and costs shall have priority in the order in which they are made.

5.3. In this clause “the Insured Amount” is the greater of:

5.3.1. The amount which the Barrister is actually entitled to recover and does in fact recover in respect thereof from the Barrister’s professional indemnity insurers (after allowing for any sum recovered in respect of costs).

5.3.2. In a case where the Barrister has failed to insure with Bar Mutual Indemnity Fund Ltd in accordance with the requirements of the Code of Conduct, the amount which the Barrister would be entitled to recover had

the Barrister so insured (after allowing for any sum recovered in respect of costs).

5.3.3 This clause is without prejudice to clause 6 of these Standard Terms and condition 10 of the Bar Standard Conditions.

5.4 The Barrister shall be permitted to include in an Opinion or other written advice settled by the Barrister a statement indicating that the Barrister retains copyright in the advice and restricting the liability of the Barrister solely to the Lay Client or to any other person and restricting the persons to whom the advice may be shown and such a statement shall be legally binding on the Authorised Person and the Lay Client.

## **6. Total exclusion of liability were advice not confirmed in writing**

6.1. The Barrister shall not be liable to the Authorised Person, the Lay Client or to any other person, as a result of any loss or damage of whatsoever nature suffered or arising directly or indirectly in consequence of advice given orally by the Barrister, to pay any amount which would or might be otherwise payable by way of damages and costs as a result of any such loss or damage, unless that advice is confirmed in writing by an Opinion or not settled by the Barrister.

6.2. This clause is without prejudice to clause 5 of these Standard Terms and condition 10 of the Bar Standard Conditions.

## **7. Authorised Person's Duty to inform Lay Client**

7.1. At the commencement of any instructions, an Authorised Person must inform the Lay Client of the following matters:

7.1.1. The restrictions on liability in clauses 5 and 6 above.

7.1.2. The Lay Client's right to make a complaint under the Cannon Chambers complaints procedure (details of which are obtainable from the chamber's website).

## **8. Electronic Communication**

8.1. A Barrister may send advice and other emails relating to the Services in unencrypted form, unless otherwise instructed in writing, notwithstanding clause 6.1.2 of the Bar Standard Conditions.

## **9. Payment in advance**

9.1. If the Barrister's fees are paid in advance, beneficial ownership of the money shall pass to the Barrister on receipt of the payment.

9.2. If it is agreed that:

9.2.1. a Barrister's fee for any work will be charged according to the time spent on it, but

9.2.2. the Barrister will be paid a fixed fee in advance for it, and

9.2.3. when the work has been done, the Barrister will pay the client any difference between that fixed fee and the fee which has actually been earned  
the barrister will not hold the difference between the fixed fee and the fee which has been earned on trust for the client, but will be subject to a contractual liability to make the appropriate refund.

### Important Notes

The attention of instructing agents is drawn specifically to the following points:

- (i) The Authorised Person is legally liable for the payment of a Barrister's proper fees whether or not they have been placed in funds by the Lay Client. (ii) Liability is restricted (in short) to the amount for which each Barrister is insured. The amount insured will vary from year to year, and from one Barrister to another, in accordance with the circumstances of the Barrister and the insurance market from year to year. The cover available will be that applicable at the time of the claim and not at any other time.
- (iii) An Authorised Person who wishes to ascertain the amount for which a Barrister is currently insured, or to discuss limitation of liability issues, should discuss the matter with the Senior Clerk or Barrister concerned. The Senior Clerk would be happy to discuss the possibility of increasing the limit on liability, through increased insurance, though this may have cost implications.
- (iv) Liability for oral advice is excluded altogether unless that advice is confirmed by the Barrister in writing (which would include confirmation by email). That

confirmation may take the form of a formal opinion by the Barrister or a note prepared by the instructing agent which is then approved and settled by the Barrister.

- (v) It is the duty of Authorised Persons to draw the attention of the Lay Client to the important matter of these restrictions of liability, and the Cannon Chambers complaints procedure.
- (vi) Any person wishing to instruct a Barrister on terms other than the Standard Terms should discuss the matter with one of the clerks at Cannon Chambers. Please note, however, that any alteration in the terms upon which Services are provided may have cost implications.

### References

The Code of Conduct of the Bar of England and Wales is accessible at:

<https://www.barstandardsboard.org.uk/handbook>

Cannon Chambers' complaints procedure is accessible at: [www.cannonchambers.co.uk](http://www.cannonchambers.co.uk)

The Bar Standard Conditions can be found at:

<http://www.barcouncilethics.co.uk/wp-content/uploads/2017/10/22.05.18-approvedcontractual-terms-for-GDPR-pdf2.pdf>

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