

DATED

CLERKSROOM DIRECT LIMITED

(1)

-and-

(2)

**PUBLIC ACCESS
MARKETING SERVICES AGREEMENT**

(1) **CLERKSROOM DIRECT LIMITED,**

a company incorporated in England and Wales under registration number 9338685 whose registered office is at Equity House, Blackbrook Park Avenue, Taunton, TA1 2PX (“**Clerksroom Direct**”); and

(2) _____

a company incorporated in England and Wales under registration number _____ whose registered office is at _____

_____ [or as the case may be] (the “**Supplier**”)

collectively, “**the Parties**”.

WHEREAS:

- (1) The Supplier provides advertising, marketing, web-based or other services designed to encourage public access clients to instruct barristers pursuant to the Public Access Rules, and
- (2) In consideration for the benefit of such services, Clerksroom has agreed to pay the Supplier a fee to be calculated in accordance with the provisions of this Agreement.

NOW IT IS AGREED as follows:

1. Definitions

In this agreement the following words and expressions have the following meanings:

- 1.1. **“Administration Fee”** means the fee in respect of administration, including without limitation management costs, book-keeping and accountancy charges, credit or debit card processing costs, bank charges, costs incurred in relation to the operation of the Client Account and the Escrow Account and any other third party costs, marketing, and I.T. costs paid by the public access client to Clerksroom Direct, such fee being paid separately from and in addition to the fee paid by the public access client to the barrister;
- 1.2. **“Code of Conduct”** means the Code of Conduct and the guidance contained in the Bar Standards Board Handbook as current from time to time;
- 1.3. **“Client Account”** means the designated client account operated by Lloyds Bank to receive public access client funds pending completion of work by the barrister;
- 1.4. **“Database”** means the database of public access clients and barristers compiled by Clerksroom Direct relating to the use of the Website;
- 1.5. **“Escrow Account”** means the segregated bank account operated by BARCO through its escrow service to receive public access client funds pending completion of work by the barrister;
- 1.6. **“Fee”** means the fee payable pursuant to clause 5;
- 1.7. **“Intellectual Property Rights”** means patents, registered designs, design right, copyright, database rights, registered trade marks, unregistered trade marks, applications for registered intellectual property, know-how and other confidential information and all other intellectual property protection wherever in the world enforceable;
- 1.8. **“Portal”** means the Supplier’s unique URL and dedicated entry point to the Website;
- 1.9. **“public access client”** means a lay client, other than a licensed access client, who has not also instructed a solicitor or other professional client as defined by the Public Access Rules;
- 1.10. **“Public Access Rules”** means the rules applying to barristers undertaking public access work contained within the Code of Conduct;
- 1.11. **“Services”** means advertising, marketing, web-based or other services designed to encourage public access clients to instruct barristers;
- 1.12. **“Website”** means the website located at www.clerksroomdirect.com

2. Interpretation

In this agreement:

- 2.1. The index and clause headings are inserted for ease of reference only and do not affect interpretation of the agreement.
- 2.2. A reference to a clause is a reference to a clause of this agreement.
- 2.3. Words importing one gender shall be construed as importing any other gender.
- 2.4. Words importing the singular shall be construed as importing the plural and vice versa.

3. The Obligations of the Supplier

- 3.1. The Supplier agrees:
 - a) To provide the Services;
 - b) To direct public access clients to the Website; and
 - c) To ensure that public access clients are registered through the Portal.

4. The Obligations of Clerksroom Direct

- 4.1. Clerksroom Direct agrees:
 - a) To provide effective administration in accordance with the Code of Conduct and the Public Access Rules;
 - b) To pay the Fee in accordance with the provisions of clause 5, and
 - c) To provide a monthly report to the Supplier containing details of (i) public access clients registered through the Portal; (ii) fees paid into the Client Account and into the Escrow Account relating to public access clients registered through the Portal; (iii) fees released from the Client Account and from the Escrow Account to Clerksroom relating to public access clients registered through the Portal; (iv) fees due to the Supplier.

5. Terms of payment

- 5.1. Clerksroom Direct agrees to pay to the Supplier 50% of Administration Fees received by Clerksroom Direct relating to public access clients registered through the Portal.
- 5.2. The fees payable under clause 5.1 shall be paid to the Supplier within 28 days of the receipt by Clerksroom Direct of Administration Fees.

6 The Acknowledgments of the Supplier

- 6.1. The Supplier acknowledges:
 - a) Clerksroom Direct provides administration for public access work put through the Portal and does not provide administration by telephone, email, fax, letter or any other form of communication outside the Website;
 - b) The Fee is not payable until 28 days from the date of the release of the Administration Fee from the Client Account or the Escrow Account to Clerksroom Direct and the release of the Administration Fee is conditional upon completion of work by the barrister;

- c) Clerksroom Direct has sole discretion as to the date of the release of the Administration Fee from the Client Account or the Escrow Account;
- d) All of the Intellectual Property Rights subsisting in or relating to the Website, the Portal and the Database are and shall remain the sole property of Clerksroom Direct.

7. Term

- 7.1. This Agreement shall come into force when it has been signed on behalf of both Parties.

8. Relationship

- 8.1. Both Parties hereby confirm that this Agreement does not constitute either of them the agent, partner or employee of the other and neither Party shall act or describe itself as the agent, partner or employee of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

9. Termination

- 9.1. Either Party may terminate this agreement by giving not less than 12 months' notice at any time, such notice to be given in accordance with clause 12.1.
- 9.2. This agreement may be terminated with immediate effect by either party giving notice to the other if that other party passes a resolution for winding up or a court makes an order to that effect or that other party is declared insolvent or makes an arrangement or composition with its creditors or a liquidator, receiver, administrator, manager or similar officer is appointed over any of their assets.

10. Entire Agreement

- 10.1. The terms of this agreement constitute the entire understanding and agreement between the Parties and no reliance is to be placed by either Party on any statement or representation including pre-contractual representations except as expressly set out in this agreement.

11. Severability

- 11.1. If at any time any provision of this agreement is or becomes or is adjudicated by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, this shall not affect or impair the legality, validity or enforceability of any other provision of this agreement.

12. Notices

- 12.1. Any notice required to be given under this Agreement shall be sent by electronic mail to the other Party's last known email address and shall be deemed to have been made on the day and at the time on which the communication is delivered to the other party's electronic mailbox.

13. Governing Law

- 13.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the non-exclusive jurisdiction of the High Court of England and Wales.

IN WITNESS WHEREOF the parties hereto or their duly authorised representatives have executed this agreement the day and year written below.

DATED: _____

SIGNED by _____

duly authorised for and on behalf of Clerksroom Direct Limited

SIGNED by _____

duly authorised for and on behalf of _____

THE SUPPLIER