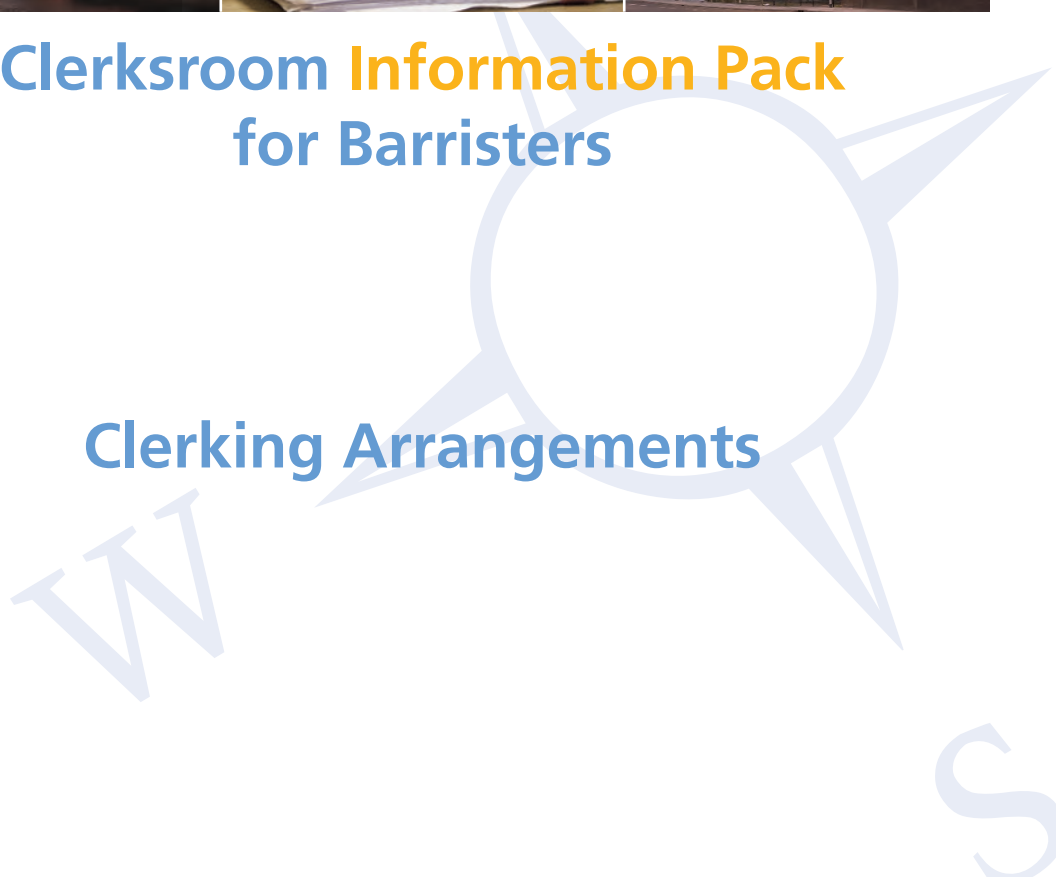


# Clerksroom Information Pack for Barristers

## Clerking Arrangements





“A Beacon of Best Practice” 2009



Top Ranked by Chambers UK



Investing in our people



Personal Injury Awards - 2009



Member of the Civil Mediation Council



Member of the Telephone Helplines Association

## Clerksroom - Professional Practice Management

Clerksroom was launched in 2001 after three years of planning and research. It was based on the knowledge and experience of senior clerks, the leading Bar software provider and close cooperation with the professional bodies.

Clerksroom has an established track record of successfully managing the practices of senior and junior barristers in England and Wales.

Members are clerked by dedicated barristers' clerks who provide the usual services, together with many unique features. These are available over the telephone and online, anywhere in the world.

### The advantages to barristers are very significant -

- **Marketing:** Clerksroom offers a first rate marketing structure
- **Time:** barristers can access their diaries at any time and anywhere
- **Library:** Clerksroom subscribers have access to an exceptional online library at discounted rates
- **London, Manchester & Taunton:** meeting rooms, mediation suites and training rooms
- **Information:** barristers can access all information about every case including their full financial records / aged debt anywhere, and at any time.
- **Online:** barristers have their own e-mail address and web page presence
- **Anti-discrimination:** all staff are Equality and Diversity trained and are committed to its principles
- **Cost:** barristers are clerked at a flat rate of 10% of fees collected subject to a standing order of £600+VAT per month
- **Corporate rate hotel reservations,** travel and conference room booking services

Of course the information held on computer is sensitive so Clerksroom has the highest security protocols. These are built in by Meridian Law who provide practice management software and are the Internet Service Provider. Standards of Data Protection and confidentiality have been checked by the Bar Council.

Clerksroom undertakes to protect the confidentiality of the information held in respect of each user, they also undertake to ensure that there is no improper use of the information held in respect of each user. In addition, to ensure that all users of the facilities are aware of which other barristers or sets of Chambers have information held by Clerksroom, a list of all users is maintained and available on our website [www.clerksroom.com](http://www.clerksroom.com)

Clerksroom offers remarkable value for money, state of the art software and service, as well as an understanding approach to a barrister's professional needs and requirements. The Clerksroom team are widely regarded as leading lights in the development of contemporary practice management.



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[mail@clerksroom.com](mailto:mail@clerksroom.com)

## Marketing

Whilst Clerksroom has an unrivalled amount of marketing power, it is not a reason to join. Clerksroom staff work with new counsel to develop their existing practices and strengthen their existing professional relationships. Joining with a view to being handed an instant practice is simply not realistic. Clerksroom counsel are motivated self-marketers, they know what they want to achieve and they have realistic expectations. The Clerksroom team will help any counsel achieve their ambitions.

## Staff

Clerksroom staff are divided into specific work areas. At present we have staff that accept responsibility for the following areas of business:

- |                           |  |
|---------------------------|--|
| ■ <b>Marketing</b>        | ■ <b>ADR</b>   |
| ■ <b>Administration</b>   | ■ <b>Client Care</b>   |
| ■ <b>Diary Management</b> | ■ <b>I.T. &amp; Websites</b>                                 |
| ■ <b>Billing</b>          | ■ <b>Reception &amp; Meeting Rooms</b>                       |
| ■ <b>Credit Control</b>   | ■ <b>Telephone Help Lines (Civil &amp; Family Mediation)</b> |

## I.T. Systems

Clerksroom's I.T. system is state of the art and under continuous development. The backbone of the Diary/Case management is the recognised Meridian Law case management system. Clerksroom's I.T. is managed by IRIS Software and is completely web enabled. The simplicity of the system means counsel can log into their diary, cases, aged debt, payment summaries or any other professional information via a simple Internet connection, pda, Blackberry or email enabled mobile phone.

## Logistics

Counsel work from home. Clerksroom operate from the UK Case Management Centre based in Taunton, Somerset where all clerking staff are based and communications are handled on a 24 hour basis. The clerks manage all incoming telephone calls, incoming faxes, email, DX and post. Briefs are entered onto the computer system and forwarded to counsel's home DX boxes, unless urgent, when they may be scanned and sent direct by email. Faxes, emails and non-urgent messages are dealt with by the staff or forwarded to counsel via email as appropriate. Telephone enquiries that require a response from counsel are transferred directly to counsel's home or mobile telephone from our switchboard. Cheques are banked directly into counsel's bank weekly. We make full use of the latest high-speed scan to email technology by converting all incoming paper to image files in .tif or .pdf formats where appropriate.

## Conferences

In practice, conferences are arranged at venues suitable to the lay or professional client. Most solicitors are content for conferences to be held at their offices and we welcome this as an opportunity to market our counsel within the firms themselves. We have our own meeting and mediation rooms in London (218 Strand), Manchester (64 Bridge Street) and Taunton (Equity House).



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## Service Level Agreement

Clerksroom members sign a Service Level Agreement prior to joining. The Service Level Agreement sets out the basis of service and the terms on which it is offered.

## Service Standard

Details of our services for lay and professional clients are set out in our brochure which can be found on our website. The "service standard" as set out in the brochure applies to all counsel and performance is monitored against it. The standard has been developed with the Bar Council's Bar Mark in mind and also the Legal Service Commission's Quality Mark. The Bar Standards Board visited us recently and commented that we are "a beacon of best practice".

## Areas of Work Undertaken

Clerksroom counsel undertakes private client civil, family & childcare work. We do not accept instructions for crime.

### We currently have the following practice groups:

- **Commercial, Chancery & Property**
- **Credit Hire**
- **Employment**
- **Environmental**
- **Family & Children**
- **Family Finance**
- **Mediation**
- **Personal Injury**
- **Road Traffic Claims**

## Our Charges

Clerking is charged at 10% of fees collected, subject to a minimum standing order of £600 + VAT (£705). Invoices are raised on the last working day of each month and are payable within 14 days.

### Additional options if required:

- **Digital Library** – All Lexis Nexis Digital Services - £100 pcm + VAT
- **London or Manchester** – Members may opt for "London or Manchester Membership" which entitles the member to use the local post and DX, have couriers deliver and occasional use of a conference room or hot desk. This additional service is available to members for £150 pcm + VAT.

## Transfer of Aged Debt

Clerksroom accept the transfer of aged debt from previous chambers. Clerksroom charge 10% of fees when collected for this service. Our team are particularly skilled in collection of outstanding fees due. Credit Control are always happy to discuss particular requirements or circumstances.



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## Practicalities:

**Barristers work from home. It is therefore recommended for barristers to have the following:**

- Good quality laser printer – HP works best with NT servers. Toner lasts approx 50,000 sheets so whilst a toner may cost £50 to replace, its cost per copy is much cheaper than ink-jet printers. You will need the capacity to print a high volume of papers that arrive by email or fax. Our faxes are all also converted to email files and forwarded.
- Broadband – Recommended as a basic working from home tool. Anything less than Broadband will be impractical.
- Home DX box is recommended. The current cost of a DX box at home is in the region of £250 + VAT for the 1st year and then a small reduction in subsequent years.
- PDA or mobile phone with diary/email allows you to view your diary and email in real time on your mobile phone. (Please check with our I.T. support team before buying)

## Allocation of work procedure and policy:

**Where specific counsel is requested:**

- (1) Counsel requested is booked, if available, and confirmation is sent by email and post.
- (2) If counsel is not available, the existing booking is checked and confirmed.
- (3) If the client wishes the booking to be entered and remain as a double booking, the entry is made and confirmed in writing as a double booking.
- (4) If there is specific reason for counsel being required, the possibility of moving the existing or the new booking is explored, if appropriate. All options are discussed and a decision made in consultation with counsel and solicitor.

**Where no named counsel is requested, the following aspects are considered before allocation:**

- (1) The nature of the work and experience of counsel
- (2) The seniority required (e.g. Multi-Track, Fast-Track, Small Claims)
- (3) The level of fee or budget proposed
- (4) The geographical location of counsel in relation to the court.
- (5) Feedback and level of service offered by Counsel
- (6) Specific panel requirement (i.e. Accident Exchange)
- (7) Taking account of any other request made (within Anti-Discrimination guidelines – i.e. race or gender)

## Joining Clerksroom

Clerksroom would not suit everyone, neither would Clerksroom accept anyone. If having read this information you feel the service is what you are looking for, we would be delighted to arrange a meeting at our Taunton HQ to discuss the service face to face. At the meeting it would be helpful for you to have available a list of existing solicitors, current examples of work being undertaken and a good understanding of your practice as it currently stands. We normally ask counsel to discuss with us a 12, 24 and 36-month business plan explaining what they would like to achieve in this time. This is essential as it demonstrates that counsel have a clear understanding of their personal and professional objectives. We cannot assess if we are able to help you achieve those objectives if they are not clear and measurable. Clerksroom



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prefer counsel to spend a half day at the case management centre to allow sufficient time to understand the service being offered, to meet the staff and to fully appreciate the modern team environment. It is not recommended for any counsel to join Clerksroom without having spent time discussing their own personal circumstances with the staff. If this modern, friendly and dynamic approach to practice is appealing, we would like to hear from you. Martin Davies, our Chambers Director would be happy to have a confidential conversation, at any time, and can be contacted on **0845 083 3000**.

## Example quotes from clients:

*“It was not the 10% which was the principal attraction to me and hence I do not believe that it should head the list. Marketing was the nearest - but really only as a reflector of the excellence of the system of clerking employed and the attitude and genuine enthusiasm of the team.”*

**Dr Michael Powers Q.C.**

*“Clerksroom counsel joining us in late 2007  
As you know (but it’s worth repeating), I have really enjoyed these last 3 months. Now that is not a word one often uses in connection with work, but it is true. I have felt really supported and invigorated by joining Clerksroom: the work is interesting, the facilities fantastic and the support from the team is great. Thank you.”*

*“When I’m not in court I like working from home as I have 2 children. I am instructed by the same solicitors I worked for before and of course we return work in chambers so I do exactly what I used to do in a traditional set where I was paying a much higher percentage of my gross income – here I pay 10% - I can also pay to use all the facilities at 218 Strand – opposite the High Court. All the law material is online. There are no office politics as we do not get involved with the running of chambers at all.”*

**Tina Villarosa**

## The UK Legal 500 Comments:

*“In Devon and Cornwall, several good sets meet the demands of the local market and the first serious ‘e-chambers’ Clerksroom has established its terrestrial base in Taunton.*

*Further  
Taunton-based, but with wider, cyber, ambitions, Clerksroom has attracted some excellent and independent-minded practitioners.”*

*“Thanks Greg, Clerksroom provides an excellent service!”*

**Paul Willoughby - Consultant  
Foot Anstey Sargent 1/2/05**

*“Whilst I have not been involved in many mediations thus far (my tally is four including this one) this mediation was by far the most successful and the best managed.”*

**Regards, Genevieve Hardy, Linklaters**

*“We were very impressed with the previous service received.”*

**Kind regards, Zoë Howrey LLP - [www.howrey.com](http://www.howrey.com)**



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## SERVICE LEVEL AGREEMENT – CLERKING ARRANGEMENTS (Version 7.0 – March 08)

AGREEMENT ('the Agreement') dated:

The Contracting parties to this agreement (referred to as the "Parties") are as follows:

- (1) **Clerksroom** of Equity House, Blackbrook Park Avenue, Taunton, TA1 2PX (referred to as "Clerksroom") and  
(2) [ ] (referred to as the "Barrister").

### IT IS AGREED as follows:

#### 1. DEFINITIONS

- 1.1 "Aged Debt" shall mean the total of monies owing to the Barrister as recorded by Clerksroom from time to time and set out in the schedule commonly known as an 'aged debt report'.
- 1.2 "Commission" shall mean 10 per cent of any monies received by Clerksroom, for or on behalf of the Barrister, whether for legal or non legal services of whatsoever nature, over £6,000 net of VAT per month.
- 1.3 "The Database" shall mean the collection of all information, facts, data and material compiled or collected by Clerksroom in a systematic or methodical way, whether on behalf of the Barrister or other users, and whether held on disk, tape or any other medium including without limitation, correspondence, documents, memos, computer discs and all other records, individually accessible by electronic or non-electronic means.
- 1.4 "Disbursements" shall mean any costs incurred by Clerksroom otherwise than in the ordinary course of the Service on behalf of the Barrister including without limitation the costs of data transfer at set up, library membership, courier expenses, travel expenses, room hire, refreshments and photocopying.
- 1.5 "Fixed Sum" means the sum of £600 plus VAT per calendar month.
- 1.6 "Force Majeure" means (i) Acts of God, explosion, flood, lightning, tempest, fire or accident, (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (iii) rebellion, revolution, insurrection, military or usurped power or civil war, (iv) riot, civil commotion or disorder, (v) acts, restrictions, regulations, byelaws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any local, state, national, governmental, or supra-governmental authority, (vi) import or export regulations or embargoes, (vii) strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees or a third party), or (viii) defaults of suppliers or subcontractors where such default is in itself caused by Force Majeure.
- 1.7 "The Logo" shall mean all words and written descriptions, pictorial or graphical images, motifs or graphics used by or associated with Clerksroom in any correspondence or promotional material of whatsoever nature.
- 1.8 "The Service" shall mean the clerking administrative functions as described in section 6 of the Bar Practice Management Standards issued by the Bar Council as amended and updated from time to time.
- 1.9 "The Term of the Agreement" shall commence on the date of this Agreement and shall continue until termination by either party on three months written notice or in accordance with clause 13 hereof.
- 1.10 "The Territory" shall be the following countries [worldwide].

#### 2. ENGAGEMENT OF CLERKSROOM

- 2.1 In consideration of payment of the Fixed Sum and any agreed Disbursements, Clerksroom agrees to provide the Service, together with the licensed use of the Logo non-exclusively to the Barrister for the Term of the Agreement throughout the Territory.
- 2.2 The Barrister agrees to engage Clerksroom exclusively for the Term of the Agreement throughout the Territory and promptly to pay Clerksroom the Fixed Sum on or before the fifteenth day of the month, and the Commission and Disbursements within 14 days of presentation of an invoice at the conclusion of the month.



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2.3 In the event of late payment of any sum due under clause 2.2 or 2.4, interest shall accrue on the said sum at the rate of 4% above Barclays Bank base rate from time to time until payment, and such interest shall in the absolute discretion of Clerksroom be demanded forthwith or added to the outstanding account.

2.4 In the event of termination of this Agreement by either party for whatever reason, it is agreed and the Barrister hereby acknowledges that the Barrister shall owe Clerksroom 10% of the Aged Debt as recorded by Clerksroom as at the date of expiry of the notice period and that such shall become due and payable as follows:

2.4.1 In the event that the Barrister decides to leave his Aged Debt with Clerksroom, Clerksroom shall continue to invoice the Barrister at the conclusion of each month at the rate of 10% upon sums collected and the Barrister shall pay Clerksroom within 14 days of presentation of any invoice in respect thereof;

2.4.2 In the event that the Barrister decides to transfer his Aged Debt from Clerksroom, the entirety of the said sum shall immediately become due and payable by the Barrister and the Barrister shall pay Clerksroom within 14 days of presentation of an invoice.

### **3. OBLIGATIONS OF CLERKSROOM**

3.1 Clerksroom shall provide the Service to the best of its skill and ability and use its best endeavours to promote the Barrister generally (including, in the sole discretion of Clerksroom, to the media).

3.2 Clerksroom undertakes to adopt the Bar Council Practice Management Standards, as amended and updated from time to time, as its working manual, and to comply in all respects with the Code of Conduct of the Bar of England and Wales and the Rules set out by the Institute of Barristers Clerks.

3.3 Clerksroom shall, as far as possible, keep the Barrister fully informed on a regular basis and provide the barrister with reasonable notice in respect of court attendances, engagements, commitments and meetings.

3.4 Clerksroom undertakes not to disclose any material nor make any statement to the media concerning the Barrister save in the general course of promotion or with the prior written consent of the Barrister.

3.5 Clerksroom shall maintain accurate financial records on behalf of the Barrister and acknowledges that the Barrister shall be entitled, upon request, to be provided with a copy of any records, documents or other materials concerning or relating to the Barrister in the possession or under the control of Clerksroom.

3.6 Clerksroom undertakes to protect the confidentiality and ensure that there is no improper use of information held by Clerksroom in respect of the Barrister.

3.7 Clerksroom undertakes to maintain a list of all users of its services, accessible to the Barrister upon request.

### **4. OBLIGATIONS OF THE BARRISTER**

4.1 The Barrister confirms and warrants that he is a qualified sole practitioner barrister in accordance with the rules prescribed by the Bar Council of England and Wales, and has a current practicing certificate.

4.2 The Barrister undertakes to be responsible for and comply with professional standards in particular the Code of Conduct of the Bar of England and Wales and acknowledges that in accordance with the Code he is responsible for the actions of his clerks, and that he has read an up to date copy of the Code of Conduct.

4.3 The Barrister undertakes at all times to be registered for data protection and to provide a copy of the certificate of registration to Clerksroom.

4.4 The Barrister undertakes at all times to have suitable and sufficient professional indemnity insurance cover in place arranged with the Bar Mutual Indemnity Fund and to provide a copy of the certificate to Clerksroom.

4.5 The Barrister agrees that Clerksroom shall be his exclusive agent for all business work, including without limitation barrister work, ADR work, judicial sittings, training and any other work of a legal or non-legal nature introduced directly or indirectly through Clerksroom or save as otherwise expressly agreed by the Parties in writing.



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- 4.6 The Barrister agrees to work to the best of his skill and ability, to be available to work at all times during usual working hours, save as otherwise notified in advance (acknowledging that the onus lies on the Barrister to notify Clerksroom in advance of any dates or times when the Barrister is not available for work) and, wherever reasonably possible, to attend all court attendances, engagements, commitments and meetings arranged for him by Clerksroom.
- 4.7 The Barrister agrees to keep Clerksroom informed of his current contact details at all times.
- 4.8 The Barrister agrees to be responsible for payment of his own expenses and liabilities, including without limitation, income tax, VAT, professional indemnity insurance, national insurance, and professional subscriptions.

#### **4.9 SUPERVISION (BARRISTERS UNDER THREE YEARS CALL)**

In the case of any barrister under three years call, the code of conduct requires him to practice from the office of a qualified person. In this case, you will be required to undertake a twelve month probationary tenancy with Equity House Chambers, Equity House, Blackbrook Park Avenue, Taunton, TA1 2PX. The joint Heads of Chambers are Jonathan Dingle & Harry Hodgkin. They will be available to offer guidance to you. If you have any doubts on any professional issue, you are required to raise it with a head of chambers in the first instance.

#### **5. THIRD PARTIES**

- 5.1 Clerksroom shall be entitled to employ such employees or sub-contractors to conduct the Services on behalf of the barrister as reasonably required for the purpose of carrying out its obligations under the Agreement at the discretion of Clerksroom, whose decision shall be final.
- 5.2 Neither Party shall assign, transfer, charge or make over this Agreement or any part of its rights and obligations without the prior written consent of the other party.

#### **6. INTELLECTUAL PROPERTY**

- 6.1 The Database and Logo shall at no time become the property of the Barrister.
- 6.2 Upon termination of the Agreement the Barrister will forthwith deliver up to Clerksroom any copy of the database retained by him not directly connected with his own practice. In so far as delivery up is not possible the Consultant will, if required confirm in writing that all such information and material has been destroyed.

#### **7. AMENDMENTS AND WAIVER**

- 7.1 The Parties acknowledge that the terms herein constitute the entire agreement between them and that they place no reliance on any oral representation or term not included herein. In so far as any term hereof is subsequently determined to be invalid or unenforceable, all other terms of the Agreement shall nonetheless be binding and operative.
- 7.2 In no event shall any delay failure or omission on the part of either party in enforcing exercising or pursuing any right, power, privilege, claim or remedy, which is conferred by the Agreement or arises from any breach by the other party of any of its obligations hereunder, be deemed to be or construed as (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, or (ii) operate so as to bar the enforcement or exercise thereof, or for any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.
- 7.3 The Agreement may be amended or modified in whole or in part at any time but only by means of an agreement in writing which is executed in the same manner and by the same persons as this Agreement. Any purported amendment or modification in any other manner shall have no validity.

#### **8. SEVERABILITY**

- 8.1 If any term or provision of the Agreement or any part thereof shall be held by any court of competent jurisdiction to be illegal or unenforceable, under any enactment or rule of law, such term or provision or part shall to that extent be deemed severable and not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

#### **9. NO PARTNERSHIP OR EMPLOYMENT**

- 9.1 The Agreement does not and shall not be deemed to create any partnership or employment relationship between the Parties.



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## 10. NOTICES

10.1 Any notice which may be given by either party under this Agreement shall be given in writing and shall be deemed to have been duly given if left at or sent by first class, pre-paid post, facsimile transmission or by electronic mail to the other party's usual address.

## 11. VALUE ADDED TAX

11.1 All sums payable under the Agreement are exclusive of any VAT payable by the Barrister to Clerksroom.

## 12. FORCE MAJEURE

12.1 Clerksroom shall not be considered in breach of the Agreement or under any liability whatsoever to the Barrister for non, part or delay in performance of any obligation performed or to be performed by Clerksroom under the Agreement which is directly caused by or is a result of an event of Force Majeure, but shall use all reasonable endeavours in any such situation to perform the relevant obligation as soon as reasonably practicable.

## 13. TERMINATION AND EXPIRY OF THE AGREEMENT

13.1 In addition to any other rights and remedies at law and the provisions of clause 1.9 hereof, the Agreement may be terminated forthwith by either party by giving written notice to the other party who has breached the Agreement or has defaulted in any of the following circumstances:

13.1.1 Where the party in breach has committed a serious breach of its obligations under the Agreement, unless such breach is rectified, if capable of remedy, within 10 days of receipt of the notice.

13.1.2 Where the party in breach goes into voluntary or involuntary liquidation, is declared insolvent either in bankruptcy or other legal proceedings, has reached an agreement with creditors due to a failure or inability to pay debts as they fall due or a receiver is appointed over the whole or part of the business.

## 14. GOVERNING LAW

14.1 The Agreement shall be subject to the Laws of England.

**Signed by:**

**On behalf of Clerksroom**

**The Barrister**

Dated:



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