

CLERKSROOM
SERVICES AGREEMENT
for
PUBLIC ACCESS CLERKING

dated

(The “Services Agreement”)

SERVICES AGREEMENT

PARTIES:

(1) [], barrister whose address is

(the “**Barrister**”).

(2) **EUROPEAN ADMINISTRATION LTD** trading as **CLERKSROOM**, and
CLERKSROOM MEDIATION, whose company number is 4207276 and
whose registered office is at Equity House, Blackbrook Park Avenue, Taunton,
TA1 2PX

 (“**Clerksroom**”).

BACKGROUND:

- (A) The Barrister is authorised to practice as a barrister regulated by the Bar Standards Board.
- (B) Clerksroom is regulated by the Bar Standards Board and provides clerking and administration services for barristers.
- (C) The Barrister wishes to become a Member of Clerksroom for the purposes of the provision of clerking services for public access instructions.

AGREED TERMS:

Definitions

1. In this Services Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Aged Debt**” means all unpaid Fees whether or not recorded in the Database.

“**Agreed Percentage**” means the percentage of Fees received following termination of the Agreement which shall be chargeable to the Barrister, as set out in the Offer Letter.

“**Agreement**” means the agreement comprised by the terms and conditions of this Service Agreement.

“**Barrister’s Data**” means any data in relation to the Barrister relating to Work.

“**BSB Handbook**” means the Bar Standards Board Handbook as amended from time to time and/or such other document or guidance as may be issued by the Bar Council or the Bar Standards Board relating to the conduct and practice of barristers.

“**Chambers Operating Manual**” means the manual as amended from time to time setting out the services to be provided by Clerksroom and the procedures to be followed by Clerksroom and the Barrister.

“**Charges**” means the charges payable by the Barrister to Clerksroom for the provision of the Services as set out in the Offer Letter and any Disbursements incurred by Clerksroom on behalf of the Barrister.

“**Charges Payment Date**” means the date 14 [fourteen] days from the date of issue of the Invoice.

“**Clerksroom Direct**” means Clerksroom Direct Limited.

“**Clerksroom Mediation**” means the department of Clerksroom dealing with mediation.

“**Code of Conduct**” means the Code of Conduct of the Bar of England and Wales contained in Part 2 of the BSB Handbook.

“**Commencement Date**” means the date appearing at the top of page 1 of this Agreement.

“**Database**” means the collection of all information, facts, data and material compiled or collected by Clerksroom in a systematic or methodical way, 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.

“**Disbursements**” means any third party costs or charges incurred by Clerksroom on behalf of the Barrister including, without limitation, in respect of the transfer of the Barrister’s data either at implementation or termination of the Agreement, library membership or memberships, courier expenses, travel expenses, room hire, refreshments, photocopying and any other expense incurred on behalf of the Barrister, save as expressly included in the Services.

“**Fees**” means fees earned by the Barrister from Work.

“**Fees Collection Manual**” means the manual as amended from time to time setting out the fees collection services to be provided by Clerksroom and the fees collection procedures to be followed by Clerksroom and the Barrister.

“**Public Access Member**” means a member of Clerksroom who is a member for the purposes of the provision of clerking services for public access matters and

who is registered with the Bar Standards Board records office in the “Barristers’ Register” as having a secondary practice address with Clerksroom.

“**Interest**” means interest payable pursuant to Clause 5(b) of this Agreement.

“**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.

“**Invoice**” means any invoice issued by Clerksroom in respect of Charges and/or Disbursements and/or Interest.

“**Logo**” means 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.

“**Mandate**” means the standing powers, authorities and instructions given by the Barrister to Clerksroom pursuant to the Mandate Form.

“**Mandate Form**” means the form of mandate as amended from time to time setting out the extent of the standing powers, authorities and instructions given by the Barrister to Clerksroom to carry out the Services and/or the Additional Services.

“**Offer Letter**” means the letter from Clerksroom to the Barrister offering to provide the Services in accordance with this Agreement and setting out the Charges in respect thereof, a copy of which is annexed hereto marked “**Schedule A**”.

“**Revised Offer Letter**” means any letter in substitution of the Offer Letter.

“**Services**” clerking services, including access to “Chambers 365”, Clerksroom’s diary and case management software, as more particularly described in: (a) the Chambers Operating Manual; and (b) the Fees Collection Manual.

“**Staff**” means the persons employed by Clerksroom to provide the Services.

“**Work**” means all work carried out by the Barrister: (a) involving the provision of legal services or alternative dispute resolution services, whether as mediator, arbitrator or otherwise; and/or (b) not involving the provision of legal services or alternative dispute resolution services, whether as mediator, arbitrator or otherwise, but where the work has nonetheless resulted in the provision of the Services, or any part thereof, and/or where the work has been directly or indirectly introduced to the Barrister by Clerksroom, Clerksroom Mediation or by Clerksroom Direct.

Engagement of Clerksroom

2. In consideration of payment of the Charges and/or the Disbursements: (a) the Barrister hereby agrees to engage Clerksroom, and (b) Clerksroom agrees to provide the Barrister with the Services, on the terms of this Agreement from the Commencement Date until termination in accordance with Clauses 8 to 11 of this Agreement.
3. Clerksroom shall provide the Services to no less a standard than that required by the Barrister to fulfill the Barrister’s obligations and duties pursuant to the BSB Handbook, shall comply with its obligations as data processor pursuant to the General Data Protection Regulation, and shall at all times act in good faith and in the best interests of the Barrister subject to any professional or regulatory obligations.

Charges payable by the Barrister

4. The Barrister hereby acknowledges and agrees:
- a) That Charges are:
 - i) Earned by Clerksroom upon the carrying out of Work;
 - ii) Payable to Clerksroom following the date of receipt of Fees by Clerksroom or the Barrister, whichever is the earlier, upon presentation of an Invoice to the Barrister by Clerksroom;
 - iii) Payable to Clerksroom following the date of receipt of Fees by Clerksroom or the Barrister, whichever is the earlier, notwithstanding that the Fees may have been collected by or on behalf of the Barrister and not by Clerksroom, and
 - b) That Disbursements are payable as soon as they are incurred by Clerksroom subject to the issue of an Invoice to the Barrister by Clerksroom; and
 - c) To pay the Charges and/or Disbursements in full by direct debit on or before the Charges Payment Date.
5. The Barrister hereby further acknowledges and agrees that:
- a) Time is of the essence of the Charges Payment Date entitling Clerksroom in its sole and absolute discretion in the event of late payment to elect to terminate further performance of the Agreement;
 - b) In the event of late payment of Charges and/or Disbursements, and without prejudice to Clerksroom's entitlement pursuant to Clause 5(a) of this Agreement, to pay interest on the outstanding sum at the rate of 4% above Barclays Bank base rate from time to time, from the Charges Payment Date

until the date of actual payment, and that such interest shall be added to the next Invoice and be payable by the Charges Payment Date, and

- c)* In the event of late payment of Charges and/or Disbursements and/or Interest, and without prejudice to Clerksroom's entitlement pursuant to Clause 5(a) of this Agreement, Clerksroom shall be entitled to off-set against the sums due and transfer to its own account from the Clerksroom client account any Fees received.

Further acknowledgments

6. The Barrister hereby yet further acknowledges and agrees that:

- a)* Clerksroom is a limited company which administers and procures barristers for the provision of Work;
- b)* Clerksroom acts as the Barrister's agent in respect of the provision of the Services and the Barrister is responsible for the actions of any member of Staff acting on the Barrister's behalf;
- c)* This Agreement does not and shall not be deemed to create any partnership or employment relationship between the Barrister and Clerksroom, and the Barrister shall not enter into or have authority to enter into any engagement or make any representation or warranty of or otherwise bind or oblige Clerksroom;
- d)* Save that the Barrister's Data shall belong to the Barrister, all the Intellectual Property Rights subsisting in or relating to Clerksroom, this Agreement, Chambers 365, the Fees Collection Manual, the Chambers Manual, the Mandate, the Database and the Logo are and shall remain the sole property of Clerksroom;
- e)* Clerksroom is under no obligation to provide Work;

- f)* The Barrister is a data controller for case information and Clerksroom is a data controller and/or data processor for personal data and case information pursuant to the General Data Protection Regulation, and Clerksroom may engage sub-contractors to process personal data on behalf of Clerksroom;
- g)* Clerksroom shall be entitled to engage such Staff and make such arrangements with third parties as, in Clerksroom's sole discretion, are required to provide the Services;
- h)* The Barrister shall at all times be a Public Access Member; and
- i)* Clerksroom shall be entitled, from time to time, in its sole and absolute discretion, to nominate on behalf of the Barrister the person or persons required by the Bar Standards Board, the BSB Handbook, the Code of Conduct, and/or the Bar Mutual Indemnity Fund to fulfill the role or roles described in those documents, or by those bodies, as head of chambers, complaints officer, equality and diversity officer, and any other supervisory or regulatory role so requiring nomination.

Obligations of the Barrister

- 7. The Barrister hereby agrees and undertakes at all times throughout the duration of the Agreement:
 - a)* That he or she is authorised to practice by the Bar Standards Board;
 - b)* In the case of any Barrister under three years' call, to practice from the office of a qualified person and to undertake a probationary tenancy from an authorised office in accordance with the BSB Handbook;
 - c)* To comply with the Barrister's obligations and duties contained in the BSB Handbook and the Code of Conduct and keep up to date with any changes therein;

- d)* To comply with the Barrister's obligation to notify and/or register under the Data Protection Acts or equivalent;
- e)* To comply with the Barrister's obligations under the General Data Protection Regulation (GDPR);
- f)* To have fully paid up professional indemnity insurance cover in place;
- g)* To comply with the requirements, procedures and policies applicable to the Barrister as set out in the Chambers Operating Manual;
- h)* That Clerksroom is hereby authorised to implement the requirements, procedures and policies set out in the Chambers Operating Manual.
- i)* To ensure that the Barrister is at all times registered with the Bar Standards Board records office in "The Barristers' Register" as having a secondary practice address with Clerksroom;
- j)* To complete the Mandate Form and review it from time to time as the need arises;
- k)* At all times to ensure compliance with the Barrister's obligations relating to the operation of the Barrister's diary as set out in that part of the Chambers Operating Manual dealing with enquiries and bookings, in order to ensure that no Work is booked on behalf of the Barrister which the Barrister is unable to undertake;
- l)* Regularly to review the Chambers Operating Manual and the Fees Collection Manual;
- m)* Subject to any professional or regulatory obligation, at all times to act in good faith and in the best interests of Clerksroom; and

- n)* To be responsible for payment of his or her own expenses and liabilities, including without limitation, income tax, VAT, professional indemnity insurance, national insurance, DX and professional subscriptions.

Termination

8. The Agreement shall continue until termination without cause by either party on three months' written notice.
9. The Agreement shall automatically terminate in the event of the death of the Barrister.
10. The Barrister hereby acknowledges and agrees that the Agreement may also be terminated by Clerksroom with immediate effect by giving written notice to you in any of the following circumstances:
- a)* In the event of persistent late payment of Charges and/or Disbursements;
 - b)* In the event of the failure of the Barrister to comply with any of the obligations set out in Clause 7(a) – (f) of this Agreement;
 - c)* In the event of the failure of the Barrister to comply with any of the obligations set out in Clause 7(g) – (m) of this Agreement where, in the reasonable opinion of Clerksroom, Clerksroom's ability to provide the Services is thereby substantially prejudiced or undermined;
 - d)* Where the Barrister is declared bankrupt or has reached an agreement with the Barrister's creditors due to a failure or inability to pay debts as they fall due; or
 - e)* In the event that Clerksroom passes a resolution for winding up or a court makes an order to that effect or 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 Clerksroom's assets.

11. Any notice of termination which is required to be given under the Agreement shall be given in writing and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas) to the address of the other party set out at page 2 of this Agreement (or such other address as may from time to time have been notified in writing to the sending party), and any such notice shall be deemed to have been served: (a) if delivered personally, when left at the said address, or (b), if sent by pre-paid recorded delivery post (except air mail), two days after posting it, and, (c) if sent by air mail, six days after posting it.

Effect of termination

12. The parties hereby acknowledge and agree that Clauses 4, 5, 6(d), and 14 to 21 inclusive of this Agreement shall survive termination of the Agreement whether in accordance with Clauses 8 to 11 of this Agreement or for any other cause.
13. Upon termination of the Agreement, unless otherwise agreed in writing between the parties:
 - a) Clerksroom shall retain the right (but not the obligation) to collect the Aged Debt and shall advise the Barrister accordingly;
 - b) Clause 13(c) of this Agreement shall apply in relation to Fees received following termination of the Agreement;
 - c) The Barrister shall pay Clerksroom the Agreed Percentage, as and when Fees are received, whether by Clerksroom or the Barrister, following termination of this Agreement, and/or any Disbursements are incurred following termination of this Agreement, and such shall be paid in full upon presentation of an Invoice or Invoices no later than the Charges Payment Date, and

- d)* In the event of late payment under Clause 13(c) of this Agreement, Clause 5(b) and 5(c) of this Agreement shall apply.

Amendments and waiver

14. The parties hereby acknowledge and agree that the Agreement constitutes the entire agreement between them and that no reliance is placed on any oral representation or term not included herein.
15. 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 thereunder, 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.
16. The terms set out in this Agreement may be amended but only by means of a revised form of this Agreement to be signed by the parties in substitution of the Agreement.

Severability

17. 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 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.

Limitation of liability

18. Clerksroom's maximum liability to the Barrister, whether in contract, tort (including negligence) or otherwise, save as excluded or limited as a matter of law, will in no circumstances exceed £1,000.
19. Clerksroom will not be liable for any loss of actual or anticipated income or profits, loss of work or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

Governing Law

20. The Agreement shall be subject to the Laws of England and Wales.

Mediation

21. In the event of a dispute regarding these terms the parties agree to appoint an independent mediator and to attempt in good faith to settle the dispute, the cost of the mediation being divided equally between the parties.

Signed by the Barrister

Signed:

Dated:

Name:

Signed for and on behalf of European Administration Limited

Signed:



Dated:

Stephen Ward

Managing Director

APPENDIX A “OFFER LETTER” (Public Access Member)

Dear

Thank you for your interest in Clerksroom.

I am delighted to confirm that we would like to offer you public access membership of Clerksroom on the basis of the terms set out in this letter and the accompanying services agreement (the “**Services Agreement**”).

This letter, referred to in the Services Agreement as the “Offer Letter”, is an offer to provide the services described below and sets out the charges payable by you for the provision thereof.

Upon acceptance of this agreement, Clerksroom will provide you with the **Services**, as defined in the Services Agreement for public access membership, in consideration of which, you will pay Clerksroom the Charges set out below:

15% of Fees received, payable by way of direct debit.

The Charges are payable by the **Charges Payment Date**, as defined in, and in accordance with, the Services Agreement.

If you agree this offer, please do the following:

- (a) sign and return this letter;
- (b) sign (and initial each page) and return a copy of the Service Agreement;
- (c) provide up to date copies of your practising certificate, your data protection certificate and your professional indemnity insurance to be placed on our file.
- (d) Confirm whether or not you wish your profile to be published at Clerksroom.com and ClerkroomDirect.com for the purposes of marketing.

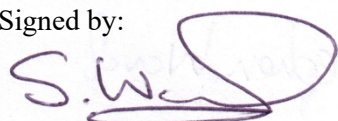
Upon receipt of this information, your public access membership can be confirmed.

CONFIRMATION OF INSTRUCTIONS TO APPOINT CLERKSROOM AS AGENT

I hereby agree to instruct Clerksroom to act as my agent and to provide the Services in accordance with the Services Agreement with effect from [*date to match date at top of page 1 of the Services Agreement*].

I hereby confirm that I have read and agreed the Services Agreement and satisfy (and will continue to satisfy) all of the obligations imposed on me as set out in the Services Agreement.

Signed by:



Stephen Ward, Managing Director
On behalf of Clerksroom

Signed by:

Name:

Dated:

Dated: