

Terms and conditions (**important note: these contain limitations of liability which must be considered**)

These terms and conditions apply to the provision of services as a barrister by Michael J Booth QC (herein "the barrister": instructing solicitor is referred to as "the solicitor", the lay client is referred to as "the client" (which insofar as necessary covers each and every one of joint or multiple clients instructing the barrister jointly). They form terms of every retainer save where there is specific written agreement to the contrary.

1. Any clerk acting for the barrister has no authority to vary these conditions other than in writing.

2. Any instructions to the barrister will be delivered by the solicitor in sufficient time to allow the barrister's clerk a reasonable opportunity to agree fees and agree arrangements for payment (and thereafter for the barrister to properly prepare and undertake the work, whatever it is). The onus is on the solicitor to ensure that he contacts the barrister's clerk in order to agree fees. Work will not commence by the barrister until fees (or the basis of fees) have been agreed and arrangements for payment agreed. It is the responsibility of the solicitor to ensure that this process is commenced and undertaken in sufficient time to allow the papers to be returned if no agreement can be reached, and to allow the barrister sufficient time to properly undertake the work once agreement is reached. For this purpose it is not be assumed that the barrister will work evenings and weekends (albeit of course that he may choose to do so).

3. Fees agreed (and interest due hereunder thereon) are payable on a contractual basis without deduction or set off. If payment of fees is not made in advance of the work (or to the extent that any payment on account of work to be done proves to be insufficient) payment of the balance will be made within 21 days (including the date of service of the fee note which is the date it is faxed or if posted is deemed to be the date following posting, and the date of receipt of payment) of delivery of the fee note. Payment is to be by cheque received before 3 PM on the 21st day or by bank transfer (whether to Chambers account or that of the barrister) at any time on the 21st day. Any cheque which is dishonoured will be treated as non-payment.

4. If payment is made by the due date no interest will be charged. If payment is not made by the due date then interest is charged at the rate of 1% per month or any part thereof from the date of submission of the fee note until payment in full (or if part payment is made, will be charged on the outstanding balance not so paid by the due date). This will be compounded every three months.

5. All fees quoted are exclusive of VAT, which is to be applied at the prevailing rate to all monies payable hereunder.

6. The barrister is insured with BMIF (the Bar Mutual Indemnity Fund) to the maximum cover available in respect of a claim or series of claims arising out of the same matter, namely £2.5 million. The liability of the barrister for breach of duty to the solicitor and/or

the client whether in tort or contract or otherwise howsoever is limited to this sum in accordance with the limitations specified in the BMIF insurance policy, a copy of which is available on request. The barrister will only be liable for any such breach of duty to the extent that he is entitled to reimbursement from BMIF (so that any limitations on reimbursement by BMIF to the barrister apply in the like fashion to any potential liability of the barrister to be solicitor and/or the client). By placing instructions the solicitor warrants that having the authority of the client to agree to these conditions and in particular these limitations of liability.

7. The liability restriction in paragraph 6 is only to be varied to the extent that there is a specific written agreement to the contrary signed by the barrister and specifying the variation. If this is done, then the variation will only be to the specific extent of the variation (whether limited as to time or amount or nature of claim). On a request to agree such a variation, the barrister through his clerk will see what insurance is available to cover the additional potential liability (whether limited as to time or amount or nature of claim) and notify the solicitor. Any such insurance cost, if in the light of that a variation is agreed to, will be payable by the client and the solicitor to the barrister as a disbursement in addition to any fee agreed.

8. The barrister will exercise reasonable care and skill in work undertaken, and in court hearings (insofar as not inconsistent with his duties to the court) will use his reasonable best endeavours to fearlessly represent the client and the client's interests.

9. Brief fees are quoted on the basis of the time that the hearing is scheduled to last. Fees agreed for hearings which overrun will be subject to pro rata uplift.

10. During any trial refreshers will be paid for every day after the scheduled start of the trial, including non-sitting days save where the trial is adjourned part heard to a future date outside the original trial window. Where trials are adjourned or go part heard there will be a re-reading fee chargeable. Preparation of closing written submissions is also separately chargeable.