



TERMS & CONDITIONS

1. The definition of “the Authorised Person” in Condition 1.2 shall include any licensed access client who delivers instructions to the Barrister pursuant to Annex F1 to the Code; and
2. The definition of “the Services” in Condition 1.2 shall include the commitment by the Barrister to prepare for and attend a trial, appeal, arbitration, mediation or other hearing (“hearing”); and
3. For the purposes of Conditions 11.1 and 11.2 a fixed fee agreed for the commitment by the Barrister to prepare for and attend a hearing (“brief fee”) shall be payable in full (unless otherwise agreed in writing) even if that hearing does not take place following the acceptance of Instructions, whether because the Case has settled, or because of the termination of the Agreement under Condition 13 or any other reason; and
4. Unless otherwise agreed in writing, a brief shall include the Barrister’s attendance on the first day (or part of a day) of the trial, appeal or other hearing, but not his attendance on any subsequent day, for which a separate fee (“refresher”) shall be paid; and
5. Condition 10.2 shall be amended so that it reads: “Nothing in Clause 10 shall operate so as to exclude liability where such exclusion is prohibited by law”; and
6. There shall be added a new Condition 10.3 which provides: “If the Barrister is liable to the Lay Client solely as a result of a breach or breaches of these Conditions or of any other contractual provision of the Agreement and would not otherwise have been liable (whether at common law, including negligence, in equity or otherwise), that liability shall be limited to the sum stated in the Agreement. If no such sum is stated, the limit of that liability will be £100,000, being the highest limit of cover for such liabilities provided to Barristers by the Bar Mutual Indemnity Fund.”; and
7. There shall be added a new Condition 10.4 which provides: “For the avoidance of doubt, the Barrister’s liability to the Lay Client (whether at common law, including in negligence, in equity or otherwise) in respect of (1) any and all breach or breaches of the Barrister’s obligations in providing the Services, and/or (2) any and all breach or breaches of the Barrister’s obligations in providing the Services arising from or which are attributable to the same act or omission, series or group of related acts or omissions, a series or group of similar acts or omissions, or the same originating cause, or any of them shall be limited to and shall not exceed the amount of cover provided by the Barrister’s Insurers or, if the Barrister is solely liable as a result of a breach or

Barristers and Solicitors

Regulated by the Bar Standards Board

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breaches of these Conditions or of any other contractual provision of the Agreement is set out in Condition 10.3, the sum stated “therein.”; and

8. Condition 19.2 shall be subject to the proviso that, if the Barrister notifies the Authorised Person in writing that he requires any dispute regarding the fees payable or any other matter relating to the Agreement to be determined by arbitration, it is agreed by the parties that all disputes, claims and differences arising under or in connection with the Agreement (including any question regarding its existence, validity, interpretation or termination) shall be referred to arbitration by a barrister of not less than 15 years standing to be nominated for this purpose by the Chairman of the Bar Council. The award of such arbitrator shall be final and binding on the parties.

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