**Agreement for the Supply of Legal Services by a Barrister in a Commercial Case**

The Barrister and the Solicitor agree that the Barrister will supply the Services for the benefit of the Lay Client on the terms set out below and subject to the General Terms and Conditions of Business for the Supply of Legal Services by Barristers to Solicitors in Commercial Matters attached to this Agreement (the "General Terms").

These terms may be accepted by email confirmation rather than manuscript signature. The continued instruction of the Barrister will constitute acceptance by conduct of these terms unless the Parties expressly agree to the contrary. For the avoidance of doubt, the liability that is limited under clauses 12.4(a) & (b) and 21.3 is the Barrister's liability to the Solicitor and/or to the Lay Client, and by this Agreement the Solicitor accepts those limitations as principal and on behalf of the Lay Client, having authority to do so.

1. **The Barrister:**1

2. **The Solicitor:**1

3. **The Lay Client:**1

4. **The Case:**1

5.**Payment Basis** (clause 9 of the General Terms):1

□ Basis A □ Basis B □ Basis C □ Basis D □ Other2

6. The Barrister's agreed hourly rate (clause 7.2 of the General Terms):3 £

7. Optional clauses:4

(a) Limitation of liability arising solely under contract (clause 12.4 of the General Terms): £

(b) Minimum insurance cover (clause 21.2 of the General Terms): £

(c) Limitation of general liability (clause 21.3 of the General Terms): £

(d) Monies on account to be obtained by the Solicitor (clause 21.4 of the General Terms): £

(e) Barrister agrees to work product being stored on the Solicitor’s internal know-how system (clause 21.5 of the General Terms): □

8. Amendments to the General Terms:3

**Signed**

|  |  |
| --- | --- |
| ..................................................... The Barrister | ........................................................ The Solicitor |

**Date: Date:**

**AND, IF PAYMENT IS TO BE MADE ON BASIS C IN CLAUSE 9:**

**Signed**

|  |  |
| --- | --- |
| ..................................................... The Lay Client |  |

**Date:**

**Notes:** 1 This must be completed. 2 If applicable, the basis of payment must be set out in paragraph 8. 3 This may be completed. 4 This may be completed. Where this is completed the relevant clauses in the General Terms will apply. Where nothing is stated the optional clauses shall not apply, but Clause 12 shall continue to apply.