

## 3PB CONTRACTUAL TERMS

### 1. Provision of Services

With over 195 Barristers, 3PB is a substantial civil law set. Members of Chambers are all self employed and in independent practice at the Bar. Each practitioner is registered with the Bar Standards Board of England and Wales.

### 2. New Contractual Terms

3PB operates in accordance with the Standard Conditions of Contract for the Supply of Legal Services by Barristers to Authorised Persons.

3PB uses the Standard Terms as its standard terms, except in such circumstances where the terms are inappropriate, and/or on express written alternative terms being agreed between chambers and instructing solicitors.

3. The changes affected in 2013 were part of bringing into effect the regulatory freedom now enjoyed by barristers to agree a contractual basis for the work they do for solicitors and certain other “Authorised Persons”, with the advantages that follow from a contractual relationship. The new Standard Terms expressly provide that barristers can sue for unpaid fees and may claim interest on unpaid fees. The new Standard Terms are intended to apply for the whole life of the case. However, they can be adopted (or not adopted) on a per instruction basis; and where they have applied to a case, it can be agreed that they should no longer apply.

4. The old ‘Terms of Work’ on which barristers offered their services to solicitors and the ‘Withdrawal of Credit Scheme’ have been abolished. This means that the ‘Withdrawal of Credit List’ has also been abolished.

5. The ‘Withdrawal of Credit List’ is replaced by the new advisory ‘List of Defaulting Solicitors and Other Authorised Persons’. Amendments to the Bar’s

Code of Conduct provide that a barrister has the option to refuse work offered on credit from solicitors named on the 'List of Defaulting Solicitors and other Authorised Persons 2012'. This option to refuse work applies regardless of whether the fees are to be paid by the instructing solicitors/authorised persons or by the Legal Services Commission or the Criminal Defence Service. Under transitional arrangements, solicitors currently on the 'Withdrawal of Credit List' are automatically transferred to the advisory 'List of Defaulting Solicitors and other Authorised Persons 2012'.

6. Where instructions were received before 31 January 2013 on the basis of the former 'Terms of Work', the transitional arrangements allow complaints about non payment of fees for that work to be made to the Bar Council, as before, but with the solicitor being placed on the 'List of Defaulting Solicitors and other Authorised Persons 2012' instead of the 'Withdrawal of Credit List'. In relation to instructions accepted on the new Standard Terms, complaints about non payment of fees can only be made to the Bar Council if a judgment has been obtained or if a joint tribunal award is unpaid. With effect from 31 January 2013, the Cab Rank Rule in the Bar Code of Conduct is amended.

7. Barristers are no longer required to accept instructions if the Authorised Person wishes to instruct them on terms other than the new Standard Terms OR the terms of work which the barrister (or his chambers) publicises as being his standard terms of work.

8. On the other hand, it is a breach of the Cab Rank Rule for a barrister to refuse instructions from an SRA "Authorised Person" where he wishes to instruct the barrister on the new Standard Terms or on the terms of work which the barrister (or his chambers) publicises as being his standard terms (unless the instructing "Authorised Person" is on the 'List of Defaulting Solicitors and other Authorised Persons 2012').

9. The usual exceptions to the Cab Rank Rule continue to apply e.g. not being available, being professionally embarrassed etc. Furthermore, it is no longer misconduct for a barrister to accept instructions from a solicitor who has been the subject of a direction to withdraw credit. All such solicitors having a direction to withdraw credit against them on the 31 January 2013 will be transferred to the advisory 'List of Defaulting Solicitors and other Authorised Persons 2012)

10. Barristers are reminded that the Provision of Services Regulations 2009 require publication of their normal terms of engagement. Guidance on the Regulations can be found on the Bar Council's website by searching Provision of Services Regulations 2009 or at the following address:

<http://www.barcouncil.org.uk/>.

All practising barristers in these chambers maintain (as a minimum) professional liability insurance provided by the Bar Mutual Indemnity Fund, managed by the Bar Mutual Management Company, 90 Fenchurch Street, London EC3M 4ST. Territorial coverage is worldwide, subject to the terms of cover of the Bar Mutual, which may be accessed at [www.barmutual.co.uk](http://www.barmutual.co.uk).

Members dealing in high net worth cases have taken additional insurance cover with Andrew Kenyon TLO Insurance Services Ltd 87 St.James's Street London SW1A 1PL.

Our quality is recognised and endorsed - 3PB is identified in the legal directories (Chambers and Partners, the Legal 500 and others) as a leading or highly regarded set in its main areas of practice. Many individual members of Chambers are also so listed in their individual practice areas.