Clerk & Counsel – Barrister Membership Agreement

1. Parties

This Agreement is entered into between Found First Digital Ltd, trading as Clerk & Counsel ("Clerk & Counsel", "we", "us" or "our"), and the self-employed barrister accepting these Terms ("Barrister", "you" or "your").

By registering with Clerk & Counsel, creating a profile or accepting services through our platform, you agree to be bound by these Terms.

2. Purpose of the Agreement

Clerk & Counsel is a virtual clerks room and practice management platform providing clerking, business development, administrative support, technology and marketing services to barristers.

The Barrister appoints Clerk & Counsel as its non-exclusive administrative, clerking and business development agent in respect of matters introduced by or managed through Clerk & Counsel.

Nothing in this Agreement creates an employment relationship, partnership, chambers tenancy or joint venture. The Barrister remains an independent self-employed practitioner and retains sole responsibility for the provision of legal services.

3. Services

Clerk & Counsel may provide:

- Professional clerking services.
- Business development and marketing.
- Direct Access enquiry generation.
- Solicitor and client liaison.
- Case management software and technology.
- Diary management.
- Client onboarding support.
- Fee quotations.
- Invoice preparation.
- Credit control and payment reminders.
- Practice administration.
- Other agreed support services.

The scope of services may vary between Barristers and matters.

4. Acceptance of Instructions

The Barrister is under no obligation to accept any matter referred through Clerk & Counsel.

Where an instruction is offered, the Barrister should accept or reject the matter through the platform within two (2) working days wherever reasonably practicable.

In urgent matters, or where Clerk & Counsel reasonably considers it necessary to avoid delay or to meet the client's requirements, Clerk & Counsel reserves the right to offer the same instruction to more than one Barrister simultaneously. In such cases, the instruction will be allocated to the first Barrister who accepts the instruction and satisfies any applicable client or case requirements.

Where no response is received within the requested timeframe, Clerk & Counsel may withdraw the offer or allocate the instruction to another Barrister.

5. Service Fees

5.1 Clerk & Counsel Introduced Matters

Where Clerk & Counsel generates or introduces a matter, the Barrister shall pay Clerk & Counsel 20% of all professional fees billed in relation to that matter, plus VAT where applicable.

A matter shall be treated as generated by Clerk & Counsel where:

- the enquiry originates through Clerk & Counsel;
- Clerk & Counsel introduces the client or instructing party;
- the work arises from that original instruction;
- the client later returns with additional work;
- the instructing organisation later provides additional instructions; or
- repeat or related work is undertaken for the same client following the original introduction.

The 20% service fee applies to all such repeat and related work unless otherwise agreed in writing.

5.2 Self-Generated Matters

Where the Barrister sources their own work but requests clerking or administrative support from Clerk & Counsel, the Barrister shall pay 10% of all professional fees billed, plus VAT where applicable.

5.3 Billing Basis

Service fees are calculated on professional fees billed, rather than fees collected.

The Barrister agrees to notify Clerk & Counsel promptly whenever a fee note or invoice is issued on a matter subject to this Agreement.

Clerk & Counsel may then issue its invoice for the applicable service fee.

5.4 Irrecoverable Debts

The contract for the provision of legal services is between the Barrister and the client. Accordingly, Clerk & Counsel accepts no liability for any unpaid, disputed or irrecoverable fees or other losses arising from the client's failure to pay.

Where an underlying client invoice becomes genuinely irrecoverable despite reasonable recovery efforts and is formally written off by the Barrister, Clerk & Counsel may, acting reasonably and at its sole discretion, issue a corresponding credit note or waive the relevant proportion of its service fee.

An invoice shall not be regarded as irrecoverable solely because payment is delayed or disputed.

Clerk & Counsel may request evidence of reasonable recovery attempts before granting any credit note or fee waiver.

6. Client Care and Onboarding

Following acceptance of an instruction, the Barrister authorises Clerk & Counsel, acting solely in an administrative capacity, to send:

- client care letters;
- engagement terms;
- fee agreements;
- onboarding documentation; and
- other administrative paperwork.

The Barrister shall provide or approve all templates and remains solely responsible for the legal content and regulatory compliance of those documents.

7. Additional Clerking Services

The Barrister may request additional clerking or administrative support after accepting an instruction.

Where reasonably practicable, requests should be made with at least two (2) working days' notice.

Additional services may include:

- diary management;
- scheduling;
- client liaison;
- solicitor liaison;
- document administration;
- other agreed clerking functions.

8. Invoicing and Credit Control

Where requested by the Barrister, Clerk & Counsel may prepare and send invoices on the Barrister's behalf.

The Barrister shall provide all information reasonably required, including:

- fee amount;
- work description;
- VAT treatment;
- payment terms;
- payment details; and
- billing information.

The Barrister expressly authorises Clerk & Counsel to act as its administrative agent for invoicing, payment monitoring and credit control.

This authority includes:

- issuing invoices;
- sending payment reminders;
- corresponding with clients or their representatives regarding unpaid invoices;
- requesting payment updates;
- issuing overdue notices; and
- taking such reasonable administrative steps as Clerk & Counsel considers appropriate to encourage payment.

Clerk & Counsel acts solely as an administrative agent and is under no obligation to pursue or continue pursuing recovery of any unpaid fees beyond such administrative steps as it considers appropriate.

Clerk & Counsel shall not be liable for any unpaid, disputed or irrecoverable fees, nor shall it guarantee the payment, recovery or enforceability of any invoice issued on the Barrister's behalf.

Any decision to commence legal proceedings, instruct solicitors or other third parties, settle or compromise any claim, waive fees, discontinue recovery action or otherwise enforce the Barrister's legal rights shall remain solely the responsibility of the Barrister and shall only be undertaken with the Barrister's express written authority. Clerk & Counsel reserves the right to decline to take any such action.

9. Client Money

Unless expressly agreed otherwise in writing, clients shall pay the Barrister directly using the payment details provided by the Barrister.

Clerk & Counsel does not hold client money under this Agreement unless separately agreed.

10. Non-Circumvention

Where Clerk & Counsel introduces a prospective client or instruction:

- the Barrister shall not privately contact or solicit that prospective client if the matter is declined;
- the Barrister shall not seek to bypass Clerk & Counsel to avoid payment of the agreed service fee; and
- the Barrister shall not accept repeat instructions from introduced clients outside the agreed commercial arrangements.

11. Confidentiality

The Barrister shall keep confidential all information concerning:

- Clerk & Counsel;
- clients;
- prospective clients;
- pricing;
- systems;
- business methods; and
- other barristers using the platform.

This obligation survives termination.

12. Data Protection

Each party shall comply with applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

The Barrister agrees to:

- process personal data lawfully;
- maintain appropriate technical and organisational security measures;
- use personal data only for legitimate professional purposes; and
- notify Clerk & Counsel promptly of any personal data breach affecting information obtained through the platform.

13. Professional Responsibilities

The Barrister remains solely responsible for:

- compliance with the Bar Standards Board Handbook;
- conflicts checks;

- accepting or declining instructions;
- legal advice;
- drafting;
- advocacy;
- representation;
- conduct of litigation where authorised; and
- all professional and regulatory obligations.

Nothing in this Agreement transfers responsibility for legal services to Clerk & Counsel.

14. Platform

The Barrister may receive access to the Clerk & Counsel platform.

The Barrister agrees to:

- keep login credentials secure;
- protect confidential information;
- use the platform only for lawful professional purposes; and
- refrain from unauthorised copying or misuse.

Electronic acceptance of these Terms through the platform shall constitute acceptance of this Agreement.

15. Marketing

The Barrister grants Clerk & Counsel permission to display and promote their professional profile, biography, qualifications, photograph and practice areas on its website, platform and marketing materials for the duration of this Agreement.

16. Audit and Verification

Upon reasonable notice, Clerk & Counsel may request information reasonably necessary to verify fees billed on matters subject to this Agreement.

The Barrister agrees to cooperate in good faith and provide accurate information for this purpose.

17. Disputes Regarding Introduced Matters

If a dispute arises as to whether a matter was generated by Clerk & Counsel, the parties shall seek to resolve the issue in good faith, taking into account available records, communications and the origin of the instruction.

Pending resolution, neither party shall act in a manner intended to frustrate the commercial purpose of this Agreement.

18. Termination

Either party may terminate this Agreement at any time by written notice.

Upon termination:

- the Barrister's profile may be removed from the Clerk & Counsel website and platform;
- access to the platform may be disabled;
- marketing activity may cease; and
- accrued fees owed to Clerk & Counsel shall remain payable.

Termination shall not affect Clerk & Counsel's entitlement to fees arising from matters generated before termination, including repeat or related work from previously introduced clients.

19. Governing Law

This Agreement shall be governed by the laws of England and Wales and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed on behalf of Clerk and Counsel:

Name:

Stacey Horrocks

Position:_

Director

Signed:

Stacey Horrocks

Signed by Barrister:

Name:

Signed: