

## Terms of Business

<https://test.richardmatthewsqc.com/instructing-richard-matthews-qc/terms-of-business/>

All instructions accepted by Richard Matthews QC are done so in accordance with and subject to:

- a. the Bar Standards Board Handbook (as in force from time to time); and
- b. the Bar Council's Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons 2012 (Updated for the GDPR in 2018) ("the [Standard Terms](#)"), subject to the amendments below; or
- c. some variation where this has been expressly agreed in writing between Richard Matthews QC and the Instructing Person.

The Standard Terms apply, subject to the following amendments:-

- a. The definition of "the Authorised Person" in Condition 1.2 shall include any licensed access client who delivers Instructions to the Barrister (Richard Matthews QC) pursuant to the Code; and
- b. There shall be added a new Condition 10.3 which provides: "If the Barrister (Richard Matthews QC) 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
- c. There shall be added a new Condition 10.4 which provides: "For the avoidance of doubt and notwithstanding anything herein, the Barrister's (Richard Matthews QC) liability (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 breaches of these Conditions or of any other contractual provision of the Agreement as set out in Condition 10.3, the sum stated therein."; and
- d. 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 (provided those fees exceed £5,000) 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.

You can access useful information at the following websites: [Legal Ombudsman](#); [The Bar Register](#); and [Legal Choices](#).

**Terms of Business - 22/11/2019**

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