

STANDARD CONTRACTUAL TERMS : ANNE REDSTON

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions of Contract for the Supply of Services by Anne Redston to Instructing Persons (as defined below) (“the Conditions”):
- 1.1.1 reference to a clause is to the relevant clause of these Conditions;
- 1.1.2 headings are included for convenience only and do not affect the interpretation of these Conditions;
- 1.1.3 references to “parties” or a “party” are references to the parties or a party to the Agreement;
- 1.1.4 references to the masculine include the feminine and references to the singular include the plural and vice versa in each case;
- 1.1.5 references to a person include bodies corporate (including limited liability partnerships) and partnerships, in each case whether or not having a separate legal personality, except where the context requires otherwise;
- 1.1.6 references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.1.7 references to any provision of the Code include references to that provision as amended replaced or renumbered from time to time; and
- 1.1.8 references to a person or body include references to its successor.
- 1.2 In these Conditions, the following words have the following meanings, except where the context requires otherwise:-

“the Agreed Date”

the date on which the Instructing Person has agreed with the Barrister (or with her clerks acting on her behalf) that payment shall be made for all or part of the Services.

“the Agreement”

the agreement between the Barrister and the Instructing Person for the Barrister to provide the Services on the terms set out in these Conditions;

“the Barrister”

Anne Redston, a barrister who is a sole practitioner practising as a member of the Bar of England & Wales, who is willing and able in that capacity to provide the Services in connection with the Case and in accordance with the Instructions from the Instructing Person on behalf of the Lay Client, and who is a tenant of Temple Tax Chambers, 3, Temple Gardens, London EC4Y 9AU, tel: 020 7353 7884, fax: 020 7583 2044, and whose VAT number is 807 6708 14;

“the Case”

the particular legal dispute or matter, whether contentious or non-contentious, in respect of which the Barrister is Instructed to provide the Services;

“the Code”

the Code of Conduct of the Bar of England and Wales, as amended from time to time;

“Conditional Fee Agreement”

the meaning ascribed to those words by section 58 of the Courts and Legal Services Act 1990;

“Data Protection Law”

the Data Protection Act 2018, including all rules, regulations and orders made under that Act or the GDPR;

“Fee Note”

An invoice which is not recognised as such for VAT purposes.

“the GDPR”

The General Data Protection Regulation, being EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement, so far as it is applicable in England and Wales and including as amended, extended or re-enacted from time to time in England and Wales);

“the Instructing Person”

the person who is either an authorised person for the purposes of s. 18(1)(a) of the Legal Services Act 2007 or who is Licensed Access Client;

“the Instructions”

the briefs, instructions and requests for work to be done (and all accompanying materials) given by the Instructing Person to the Barrister in whatever manner to enable her to supply the Services, and “Instruct” and “Instructing” shall have corresponding meanings;

“Licensed Access Client”

a person who is licenced to instruct a barrister under the Licensed Access Rules.

“the Law Society”

the Law Society of England and Wales;

“the Lay Client”

the person for whose benefit or on behalf of whom the Barrister is Instructed by the Instructing Person to provide the Services (who may be the Instructing Person where the Case concerns the affairs of the Instructing Person);

“the Services”

the legal services provided by the Barrister in connection with the Case pursuant

to the Instructions provided by the Instructing Person.

“VAT Invoice”

a document recognised as an invoice for VAT purposes

2. APPLICATION OF THESE CONDITIONS

- 2.1 The Barrister provides the Services requested by the Instructing Person on the terms set out in these Conditions and subject to her professional obligations under the Code and both parties accept that the relationship between them is contractual.
- 2.2 These Conditions (other than this clause 2.2) may be varied if, but only if, expressly agreed by the Parties in writing (including by exchange of emails).
- 2.3 By instructing the Barrister to provide further Services in relation to the Case, the Instructing Person accepts these Conditions in relation to those further Services, as well as in relation to the Services which the Barrister is initially instructed to provide.
- 2.4 These Conditions do not apply in the following circumstances:
- 2.4.1 the Barrister is paid directly (a) by the Legal Services Commission, through the Community Legal Service or the Criminal Defence Service or (b) by the Crown Prosecution Service; or
- 2.4.2 the Barrister has entered into a Conditional Fee Agreement in relation to the Case that does not specifically incorporate these Conditions.
- 2.5 Nothing in these Conditions nor any variation referred to in clause 2.2 shall operate so as to conflict with the Barrister’s duty under the Code.
- 2.6 If the Instructing Person is giving or purporting to give the instructions on behalf of any partnership firm, company, individual or other person:
- 2.6.1 he warrants to the barrister that he is authorised by the latter to do so, and
- 2.6.2 by accepting these terms, he accepts that the liability of the partners or members and on death that of their estates for the Barrister’s fees is joint and several.
- 2.7 If the Instructing Person is a Licensed Access Client, he acknowledges and accepts that:
- 2.7.1 under the Code, the Barrister cannot perform the functions of a solicitor or other authorised litigator and in particular is not able to fulfil limitation obligations, disclosure obligations, and other obligations arising out of or related to the conduct of litigation (for example, issuing any claim or process or instructing any witness); neither can she correspond directly with a solicitor or barrister representing another party in the Case; and
- 2.7.2 the Barrister may consider it in the interests of the lay client and/or the interests of justice that a solicitor or other authorised litigator or some other appropriate intermediary be instructed in the Case either in addition to or instead of the Barrister; that on making such a decision she will inform the Instructing Person in writing of her decision and copy that advice to the Lay Client; that her decision shall be made at the Barrister’s sole and absolute discretion; that it may be made at short notice and at any point in the Case, and that if no such further person is instructed as soon as reasonably practicable after receipt by the Licensed Access Client of her decision, the Barrister must withdraw from her Instructions.

3. THE INSTRUCTIONS TO THE BARRISTER

- 3.1 The Instructing Person must ensure the Instructions delivered to the Barrister are adequate to supply her with the information and documents reasonably required and in reasonably sufficient time for her to provide the Services requested.
- 3.2 The Instructing Person must respond promptly to any requests for further information or instructions made by the Barrister.
- 3.3 The Instructing Person must inform the Barrister immediately if there is reason to believe that any information or document provided to the Barrister is not true and accurate.
- 3.4 Where the Instructing Person requires the Barrister to perform all or any part of the Services urgently the Instructing Person must ensure that:
 - 3.4.1 all relevant Instructions are clearly marked "Urgent"; and
 - 3.4.2 at the time the Instructions are delivered the Barrister is informed in clear and unambiguous terms of the timescale within which the Services are required and the reason for the urgency.
- 3.5 The Instructing Person must inform the Barrister within a reasonable time if the Case is settled or otherwise concluded.

4. RECEIPT AND ACCEPTANCE OF THE INSTRUCTIONS

- 4.1 Upon receipt of the Instructions, the Barrister will within a reasonable time review the Instructions and inform the Instructing Person whether or not he accepts the Instructions.
- 4.2 The Barrister may accept or refuse the Instructions in the circumstances and for the reasons set out in the Code and the Barrister incurs no liability if she refuses any Instructions in accordance with the Code.
- 4.3 The Instructing Person shall complete and return the Anti-Money Laundering Form sent herewith as a condition of the Barrister's acceptance of the Instructions, consents to the Barrister relying upon him under Regulation 17 of the Money Laundering Regulations 2007 and will provide the Barrister with all reasonable assistance to carry out any necessary customer due diligence.
- 4.4 In the event that the Barrister reasonably considers that the requirements of the Money Laundering Regulations have not been satisfied she may within a reasonable period after receipt of the Instructions withdraw any acceptance of those Instructions without incurring any liability.
- 4.5 Subject to the preceding provisions of this Clause 4, the Agreement comes into effect upon the Barrister accepting the Instructions.
- 4.6 The Barrister's entering into the Agreement shall constitute the Barrister's confirmation that, to the best of the Barrister's knowledge based on the information available to the Barrister at the time of entering into the Agreement, the Barrister has at the time of entering into the Agreement no conflict of interest or other professional impediment that would render it professionally inappropriate for the Barrister to act for the Instructing Person or the Lay Client on the Case.

- 4.7 If, in the course of the Agreement, information emerges that leads the Barrister to consider that it is or may be professionally inappropriate for the Barrister to continue to act for the Instructing Person or the Lay Client, the Barrister shall inform the Solicitor immediately.
- 4.8 Neither the Solicitor nor the Lay Client shall have any claim in damages against the Barrister for breach of clauses 4.6 and or 4.7 unless:
- 4.8.1 the Barrister has admitted in writing that she has acted in breach of one of those subclauses; or
- 4.8.2 the Lay Client or the Instructing Party has made a complaint to the Bar Standards Board or the Legal Ombudsman that the Barrister has acted in breach of rule rC21 of the BSB Handbook, that complaint has been upheld, no appeal or review has been or is being made of that decision and any time limit for appeal or review has expired.

5. CONFIDENTIAL INFORMATION AND PUBLICITY

- 5.1 The Barrister will keep confidential all information provided to her in connection with the Case unless:
- 5.1.1 she is authorised by the Instructing Person or the Lay Client to disclose it;
- 5.1.2 the information is in or comes into the public domain without any breach of confidentiality on the part of the Barrister; or
- 5.1.3 she is required or permitted to disclose it by law, or by any regulatory or fiscal authorities, in which case, to the extent that she is permitted to do so, she will endeavour to give the Instructing Person and/or the Lay Client as much advance notice as possible and permitted of any such required disclosure. In any case where there is a doubt as to the requirements upon her, she may resolve that doubt by making disclosure.
- 5.2 The Barrister owes the same duty of confidentiality to other lay clients, and will therefore not disclose or make use of any information that might be given to her in confidence in relation to any other matter without the consent of her other lay client, even if it is material to providing the Services.
- 5.3 Unless the Instructing Person expressly informs the Barrister to the contrary in advance in writing, the Barrister may allow the Instructions to be reviewed by another barrister or by a pupil (including a vacation pupil or mini-pupil) in chambers, or by a person to whom work has been delegated under Clause 8.3, on terms that that other person complies with clause 5.1.
- 5.4 Subject to her obligation under clause 5.1, the Barrister may make and retain copies of the Instructions and any written material produced by her.
- 5.5 To the extent such information is already in the public domain, the Barrister may disclose in her marketing and similar materials, and to prospective clients and publishers of legal directories that she is or has been instructed by the Instructing Person and/or for the Lay Client and the nature of the Case. To the extent any such information is not already in the public domain, the Barrister may only refer to it for marketing purposes in a form which sufficiently preserves the Lay Client's privilege and confidentiality and (where the law so requires) with the Lay Client's consent.

6. ELECTRONIC COMMUNICATION

- 6.1 Unless otherwise directed by the Instructing Person, the Barrister may correspond by means of electronic mail, the parties agreeing hereby:
- 6.1.1 to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access; and
- 6.1.2 to use commercially reasonable procedures to maintain security of electronic mail and to use industry standard firewall and anti-virus protection.
- 6.2 Documents sent to the Instructing Person and/or the Lay Client by e-mail need not be encrypted. If the Instructing Person requires a greater level of security in electronic communications, he shall notify the Barrister of this, and he and the Barrister shall use their best endeavours to agree and implement an e-mail protocol, incorporating encryption standards, on the basis of best commercial practice at the time.

7. DATA PROTECTION

- 7.1 The Barrister is a data controller for the purposes of Data Protection Law and is legally required to take appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or destruction of, or damage to, personal data. She is entitled to process (which includes obtaining, consulting, holding, using and disclosing) personal data of the Lay Client, the Instructing Person and others to enable her to provide the Services, to liaise with the Instructing Person in respect of the Lay Client's case or on the Lay Client's behalf, to maintain and update client records, to produce management data, to prevent crime, to publicise her activities as set out in clause 5.5 above, to comply with regulatory requirements and as permitted or required by law. The Lay Client and the Instructing Person each have a right of access and a right of correction in respect of their personal data which the Barrister holds about them, in accordance with data protection legislation.
- 7.2 If and to the extent that the Barrister and the Instructing Person are joint controllers (whether or not with anyone else) for the purposes of Data Protection Law, each shall, unless otherwise agreed, be individually responsible for ensuring that the processing each undertakes is in accordance with Data Protection Law, for ensuring so far as each is able the implementation of appropriate technical and organisational measures in accordance with Data Protection Law, and as regards the exercising of the rights of the data subject, but the Instructing Person shall be responsible for the provision of information referred to in articles 13 and 14 of the GDPR if and to the extent that this provision of information is required by Data Protection Law. In the event that the Barrister is required in accordance with article 33 of the GDPR to notify to a supervisory authority a personal data breach affecting personal data of the Lay Client, the Instructing Person or others referred to in data supplied with the Instructions, the Barrister shall notify the Instructing Person as soon as practicable after notifying the supervisory authority.

8. PROVIDING THE SERVICES

- 8.1 The Barrister acknowledges the existence of a duty of care owed to the Lay Client at

common law, subject to her professional obligations to the Court and under the Code, and will exercise reasonable skill and care in providing the Services. This is however subject to any immunity from suit which the Barrister may enjoy under the general law in respect of any work done in the course of carrying out instructions .

- 8.2 The Barrister will provide the Services by such date as may be agreed between the parties, and in any event will do so within a reasonable time having regard to the nature of the Instructions and her other obligations, but time will not be of the essence.
- 8.2.1 The Barrister shall not be liable in any way for failure to perform, or delay in providing, the Services, if the failure or delay is due to causes outside the reasonable control of the Barrister.
- 8.3 The Barrister may delegate the provision of any part of the Services but will remain responsible for the acts, omissions, defaults or negligence of any delegate as if they were the acts, omissions, defaults or negligence of the Barrister.
- 8.4 The Barrister will, in addition, provide all information reasonably required to enable the Lay Client and/or Instructing Person to assess what costs have been incurred and to obtain and enforce any order or agreement to pay costs against any third party.

9. INTELLECTUAL PROPERTY RIGHTS AND RETENTION OF DOCUMENTS

- 9.1 All copyright and other intellectual property rights of whatever nature in or attaching to the Barrister's work product, including all documents, reports, written advice or other materials provided by the Barrister to the Instructing Person or the Lay Client belong to and remain with the Barrister. The Instructing Person and the Lay Client have the right and licence to use the Barrister's work product for the particular Case and the particular purpose for which it is prepared. If the Instructing Person or the Lay Client wishes to use copies of the Barrister's work product for purposes other than those for which it is prepared, this will require the express written permission of the Barrister. For the avoidance of doubt, the Instructing Person does not have the right to store the Barrister's work product on his firm's internal know-how system without that express permission having been given. The moral rights of the Barrister in respect of her work product are asserted.
- 9.2 The Barrister may destroy correspondence and other papers that she stores, electronically or otherwise, which are more than six years old, whether or not those documents are legally the property of the Instructing Person and/or the Lay Client. The Instructing Person must tell the Barrister if he requires the return of any documents, or the retention of any specific documents, for a longer period.

10. LIABILITY (INCLUDING LIMITATION OF LIABILITY)

- 10.1 Subject to Clause 10.2 below, the Barrister is not liable:
 - 10.1.1 For any loss or damage, however suffered, by any person other than the Lay Client;
 - 10.1.2 for any loss or damage, however suffered, which is caused by inaccurate, incomplete or late Instructions;

- 10.1.3 for any indirect or consequential loss however suffered;
- 10.1.4 for any liability in excess of £2,500,000 (including interest and costs) in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with the Case (including, for the avoidance of doubt, the provision by the Barrister of any further Services within Clause 2.3), and the Instructing Person accepts that this limitation is reasonable.
- 10.2 The Barrister's liability to the Instructing Person in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with the Case shall be limited to that proportion of the loss or damage (including interest and costs) suffered by the Instructing Person, which is ascribed to it by a court of competent jurisdiction allocating proportionate responsibility to the Barrister having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to the Instructing Person for such loss and damage.
- 10.3 Nothing in Clauses 10.1 or 10.2 shall operate so as to exclude liability where such exclusion is prohibited by law.
- 10.4 In accordance with the disclosure requirements of the Provision of Services Regulations 2009, the Barrister's professional indemnity insurer is the Bar Mutual of 90 Fenchurch Street, London EC3M 4ST. Territorial coverage is world-wide, subject to the terms of cover of the Bar Mutual, which may be accessed at:
[www.barmutual.co.uk/fileadmin/uploads/barmutual/Bar Mutual Terms of Cover 01.pdf](http://www.barmutual.co.uk/fileadmin/uploads/barmutual/Bar_Mutual_Terms_of_Cover_01.pdf)
- 10.5 In no circumstances shall the Barrister's liability under this contract, whether to the Instructing Person, the lay client or any third party, whether in the type or extent or quantum of damage, exceed the Barrister's liability at common law in tort were no such contract to exist

11. FEES

- 11.1 The fee for the Services shall in all cases comply with paragraph 405 of the Code and will be calculated as agreed between the Barrister (or her clerk on her behalf) and the Instructing Person, whether prospectively or retrospectively, and shall be paid on or before the Agreed Date.
- 11.2 The Barrister may agree to provide the Services for a fixed fee or may agree to provide the Services on the basis of an agreed hourly rate or on such other basis as may from time to time be agreed. If an hourly rate is agreed:
- 11.2.1 the agreed hourly rate will be subject to reasonable periodic review by the Barrister, and in addition may be reviewed by the Barrister to reflect any reasonably significant changes in her status or seniority;
- 11.2.2 any variation of the agreed hourly rate and the date on which it shall take effect shall be agreed with the Instructing Person, and in default of agreement the Barrister shall be entitled to treat the Agreement as having been terminated by the Instructing Person, subject to the Barrister's obligations under paragraph 610 of the Code.
- 11.3 If no fee or hourly rate is agreed, then the Barrister is entitled to charge a reasonable fee for the Services having regard to all relevant circumstances.

- 11.4 The fee for the Barrister's Services is exclusive of any applicable Value Added Tax (or any tax of a similar nature), which shall be added to the fee at the appropriate rate.

12. BILLING, PAYMENT AND INTEREST

- 12.1 The Barrister shall be entitled to deliver a Fee Note to the Instructing Person in respect of the Services or any completed part thereof and any disbursements.
- 12.2 The Barrister shall deliver a Fee Note to the Instructing Person in respect of the Services or any part thereof and any disbursements at her discretion and in any event not more than 3 months from the earliest of: (a) a request by the Instructing Person; (b) notification by the Instructing Person that the Case has settled or otherwise concluded; (c) termination of the Agreement.
- 12.3 The Fee Note must set out an itemised description of:
- 12.3.1 the Services provided by the Barrister and the fees charged;
 - 12.3.2 any disbursements incurred and the cost thereof; and
 - 12.3.3 the amount of VAT (or any tax of a similar nature), if any.
- 12.4 The Instructing Person must pay the Fee Note by the Agreed Date. If there is no Agreed Date, the Fee Note must be paid within 30 days of delivery, time being of the essence, whether or not the Instructing Person has been put in funds by the Lay Client. The Fee Note must be paid without any set-off (whether by reason of a complaint made or dispute with the Barrister or otherwise), and without any deduction or withholding on account of any taxes or other charges.
- 12.5 Where the Agreed Date is in advance of the provision of the Services, it is a prior condition of the Barrister's acceptance of the Instructions that the amount shown on the Fee Note shall be paid in full before the Barrister accepts the Instructions. For the avoidance of doubt, if payment is not received by the Agreed Date, the Barrister has not accepted the Instructions.
- 12.6 In all other cases, if the Fee Note remains outstanding more than 30 days from the date of delivery, the Barrister is entitled:
- 12.6.1 to the fixed sum and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - 12.6.2 to sue the Instructing Person for payment; and
 - 12.6.3 subject to the Barrister's obligations to the Court and under paragraph 610 of the Code, to refrain from doing any further work on the Case unless payment for that further work is made in advance.
- 12.7 On request by the Instructing Person the Barrister will deliver a VAT Invoice following receipt of payment.

13. TERMINATION

- 13.1 The Instructing Person may terminate the Agreement by giving notice to the Barrister in writing at any time.

- 13.2 The Agreement will terminate automatically as soon as the Barrister is under an obligation pursuant to Part VI of the Code or otherwise to withdraw from the Case or to cease to act and has complied with any requirements of the Code in so doing.
- 13.3 The Barrister may terminate the Agreement by written notice when she is entitled pursuant to Paragraphs 608 to 610 of the Code or otherwise to withdraw from the Case or cease to act and has complied with any requirements of the Code in so doing.
- 13.4 For the avoidance of doubt, termination of the Agreement, whether under this clause 13 or otherwise, does not affect or prejudice any accrued liabilities, rights or remedies of the parties under the Agreement.

14. WAIVER

- 14.1 Except where expressly stated, nothing done or not done by the Barrister or the Instructing Person constitutes a waiver of that party's rights under the Agreement.

15. SEVERABILITY

- 15.1 If any provision of these Conditions is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of these Conditions which will remain in full force and effect.
- 15.2 If any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such deletions as may be necessary to make it valid and enforceable.

16. EXCLUSION OF RIGHTS OF THIRD PARTIES

- 16.1 This Agreement governs the rights and obligations of the Barrister and the Instructing Person towards each other and confers no benefit upon any third party (including the Lay Client). The ability of third parties to enforce any rights under the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

17. ENTIRE AGREEMENT

- 17.1 Subject to clauses 2.2 and 11.1, the Agreement, incorporating these Conditions, comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Agreement on the basis of any representation.

18. NOTICES AND DELIVERY

- 18.1 Any notice or other written communication to be given or delivered under this Agreement may be despatched in hard copy or in electronic form (including fax and email) and shall in the case of a notice to be given to the Barrister be given to her at her last known Chambers' address, fax number or email address and shall in the case of a notice to be

given to the Instructing Person be given to him at his last known place of business, fax number or email address.

- 18.2 Notices and other written communications under this Agreement shall be deemed to have been received:-
- 18.2.1 In the case of hard copy documents despatched by first class post, on the second working day next following the day of posting;
- 18.2.2 In the case of documents despatched by second class post, on the fourth working day next following the day of posting;
- 18.2.3 In the case of documents in electronic form, on the working day next following the date of despatch.

19. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 19.1 The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.
- 19.3 Without prejudice to Clause 19.2, the parties may agree to alternative methods of dispute resolution, including submission of any dispute regarding fees to the Voluntary Joint Tribunal on Barristers' Fees where the Instructing Person is a solicitor.

20 COMPLAINTS

- 20.1 The Barrister aims to provide a good professional service tailored to her clients' needs on a timely basis within the limitations of the professional code of conduct which applies to her and in particular the "cab rank" principle which requires barristers to deal with Instructions in the order they arrive save where circumstances require (e.g. urgency arising out of known limitation periods or court time limits.) However, should cause for complaint arise, please raise the matter with the Barrister in the first instance and she will attempt to resolve the matter to both sides' satisfaction. If this is not possible, please contact her Head of Chambers, Michael Sherry, at the above address and raise the matter with him, or raise the matter with the Bar Standards Board (see www.barstandardsboard.org.uk/complaintsanddiscipline/, where the Bar Standards Board sets out the rules which apply to complaints about Barristers.) The Chambers' Complaints Procedure can be seen at www.templetax.com.
- 20.2 It is the duty of the Instructing Person to bring Chambers' Complaints Procedure to the notice of the Lay Client. The Instructing Person, by accepting the terms of this contract, undertakes to draw our Chambers' Complaints Procedure to the Lay Client's attention and warrants that this has been done.