



## **RED LION CHAMBERS**

### **CONSTITUTION**

#### **Introduction**

1. This Constitution provides for the administration of the Barristers' Chambers known as Red Lion Chambers, practising as at the Effective Date from the London Premises and the Chelmsford Premises.
2. The Head of Chambers as at the Effective Date is Max Hill QC and the Deputy Head of Chambers is Jeremy Benson QC.
- 2.1
3. This Constitution shall come into effect on the date on which all Relevant Persons have entered into the Deed of Indemnity (including by executing a deed of adherence).
4. With effect from such "Effective Date" this Constitution shall replace and supersede any previous constitution of Chambers save in respect of any rights and liabilities already accrued thereunder or insofar as such previous constitution deals with the rights and obligations of individuals who are no longer members of Chambers at such date.

#### **Definitions and Interpretation**

5. In this Constitution, unless otherwise expressly provided:

"BSB Handbook"	means the Bar Standards Board Handbook, incorporating the code of conduct of the Bar in England and Wales, as amended from time to time;
"Chambers"	means the barristers' chambers referred to in paragraph 1 above;
"Chambers Meeting"	means a meeting of Members convened in accordance with this Constitution;
"Chelmsford Premises"	means the premises occupied by Chambers as at the Effective Date and known as Thornwood House, County Square, 102 New London Road, Chelmsford, Essex CM2 0RG;
"Core Committee"	means a committee of Chambers referred to in

paragraph 59 below, or any other committee of Chambers constituted as a “Core Committee” pursuant to paragraph 60 below;

“Deed of Indemnity”

means a deed of indemnity in relation to the indemnification of persons against liabilities incurred for the purposes of the operation of Chambers in the form set out in Appendix 2 (as may be amended from time to time by Special Resolution);

“Deed of Surety”

means a surety deed dated 25 March 1997 between Hemingway Saturn Limited (1), David Cocks and Others (2) and 5 KBW Limited (3) in relation to the London Premises (for the avoidance of doubt, as varied or supplemented from time to time);

“Departure Period”

means, in respect of a former Member, the six month period immediately following their Leaving Date;

“Effective Date”

means the date on which this Constitution becomes effective, as determined in accordance with paragraph 3 above and notified to Members by the Head of Chambers in accordance with paragraph 126.1;

“Fixed Fee”

means any fees payable to a barrister which are not calculated on a time cost basis regardless of what they are called, including but not limited to brief fees;

“GMC”

means the General Management Committee of Chambers, as described more particularly below;

“Leaving Date”

means, in relation to an individual, the date on which they cease to be a Member in accordance with paragraph 74 below;

“London Premises”

means the premises occupied by Chambers as at the Effective Date and known as 18 Red Lion Court and 5-6 Crane Court (registered at HM Land Registry with leasehold title under title number NGL748918);

“Members”

means the members of Chambers for the time being (save in respect of paragraphs 112 to 124 where the definition in paragraph 111 will apply);

“Ordinary Resolution”

means a resolution of Chambers passed either:

- a) at a Chambers Meeting by simple majority of the Members voting at a

	Chambers Meeting in person or by proxy; or
	b) in the event of a poll being held, by simple majority of the votes cast in such poll;
“Premises”	means the London Premises and the Chelmsford Premises and/or such other premises as are occupied by Chambers from time to time;
“Relevant Persons”	means those persons whose names appear in Appendix 1 hereto (being the Members at the date of production of this document), PROVIDED THAT “Relevant Persons” shall also include any persons who become Members subsequent to the production of this document but on or before the Effective Date, and shall be deemed to exclude any persons who cease to be Members on or before the Effective Date;
“Service Company”	means 5 KBW Limited, a company incorporated in England and registered with the Registrar of Companies with registration number 03229528;
“Special Resolution”	means a resolution of Chambers passed either: <ul style="list-style-type: none"> <li>a) at a Chambers Meeting by two thirds of the Members voting at a Chambers Meeting in person or by proxy; or</li> <li>b) in the event of a poll being held, by two thirds of the votes cast in such poll;</li> </ul>
“Sub Committee”	means a Sub Committee of a Core Committee constituted pursuant to paragraph 60 below (including, for the avoidance of doubt as at the Effective Date, the Staff Committee, the Tenancy Committee, the Equality and Diversity Committee and the Complaints Committee).

6. In this Constitution, unless otherwise expressly provided:

6.1 Words denoting the singular number only include the plural and vice versa.

6.2 Words denoting any gender include all genders.

## **Administration**

7. Chambers shall be administered by:

7.1 the Members acting through Chambers Meeting (or on a poll), who shall have overall control of Chambers’ affairs; and

- 7.2 the various officers and committees of Chambers in accordance with the provisions of this Constitution.
8. Except as otherwise provided by this Constitution, the Members may delegate all or any of their powers of administration to any Member or committee of Members.
9. In case of conflict between a decision of the Members in General Meeting (or on a poll) and any committee or officer of Chambers, the decision of the Members shall prevail.
10. In case of conflict between a decision of the GMC and any other officer or committee of Chambers, the decision of the GMC shall prevail.

### **Chambers Meetings**

11. Chambers Meetings shall be either Annual General Meetings, or Extraordinary Chambers Meetings.
12. An Annual General Meeting of Chambers shall be held once per year, in the period between 01 March and 31 May.
13. Extraordinary Chambers Meetings may be convened by:
  - 13.1 the Head of Chambers at any time on his own initiative, and shall be called by the Head of Chambers within 28 days of being requested to do so by written notice stating the purpose of such meeting by:
    - 13.1.1 the GMC; or
    - 13.1.2 any 10 or more Members;
  - and if the Head of Chambers defaults in convening an Extraordinary Chambers Meeting within such 28 day period the GMC may convene such a meeting; or
  - 13.2 the GMC in the circumstances envisaged by this Constitution.

### **Notice**

14. Written notice of the date, time and place of any Chambers Meeting, together with an agenda setting out the items which it is proposed to be discussed at that Chambers Meeting, shall be served on all Members at least 14 days before any Chambers Meeting, save that such notice period may be shortened to 48 hours (excluding Saturdays, Sunday, and public holidays in the UK) with the prior consent of two thirds of the members of the GMC PROVIDED THAT the notice periods for dealing with the de-selection of the Head of Chambers pursuant to paragraph 36 or expulsion of a Member pursuant to paragraph 80 shall be governed by those provisions and shorter notice of such resolutions shall not be permitted.

### **Quorum**

15. The quorum at a Chambers Meeting shall be not less than 60% of all Members, attending in person or by proxy. No resolution may be passed at a Chambers Meeting unless a quorum is present other than the referral of a matter which would otherwise have been voted on at the Chambers Meeting in question to a poll.

### **Conduct of meeting – General**

16. All decisions at a Chambers Meeting shall be taken by Ordinary Resolution unless this Constitution provides otherwise.
17. The GMC may require, by written notice to the Head of Chambers, that any resolution proposed at a Chambers Meeting must be approved by a Special Resolution in order to be effective.
18. General Meetings of Chambers shall be chaired by the Head of Chambers (subject to paragraph 36.2). If the Head of Chambers is absent at any meeting, that meeting shall by simple majority on a show of hands appoint another Member to chair that meeting.
19. Subject to the provisions of this Constitution, General Meetings shall be conducted in whatever manner the Chairman deems most convenient. In particular (but without limit), the Chairman may determine:
  - 19.1 that debate on a particular matter has been exhausted and that such matter should be put to a vote; and
  - 19.2 whether (and on what terms) an item of business should be put to the Meeting notwithstanding that it was not included in the agenda circulated pursuant to paragraph 14 above.

#### Voting by Members

20. Any vote at a Chambers Meeting shall be taken by a show of hands, unless either: (a) the Chairman, or (b) Members present in person at the relevant Chambers Meeting who constitute at least 10% of all Members, demand that it should be taken by ballot.
21. For the purpose of any ballot required at a Chambers Meeting, the Head of Chambers shall ensure that suitable voting papers are available at such meeting, bearing no individual identifying marks and only requiring each Member to signify a vote for or against the resolution, together with a suitable ballot box. The votes shall be counted at the meeting by the Chairman or under his supervision. The number of votes cast for and against the resolution shall be recorded in the minutes, and the voting papers shall be destroyed at the end of the meeting.
22. Subject to the provisions of this Constitution, if an Ordinary Resolution or Special Resolution is passed at a Chambers Meeting any one Member, within 5 working days of circulation of the minutes of such meeting, may demand a poll if:
  - 22.1 the resolution relates to an item which was not included in the agenda circulated pursuant to paragraph 14 above; and
  - 22.2 the resolution in question would have been defeated if all Members not actually present in person at the Meeting had attended and voted against it.
23. If a poll is demanded in accordance with paragraphs 15 or 22 above, such poll shall be conducted in accordance with such rules and procedures as the Head of Chambers shall specify from time to time, and the result of such poll shall be determinative in respect of whether the relevant Ordinary or Special Resolution has been passed by Chambers, save that (unless expressly specified otherwise in this Constitution):

- 23.1 all Members must receive written notice of the poll;
  - 23.2 such notice shall contain the name of the person conducting the poll and the matter which is the subject of the poll;
  - 23.3 such notice shall be accompanied by a voting paper which shall set out the resolution which is the subject of the poll, making provision for the Member to cast his vote for or against the resolution, and indicating where and by when the completed voting paper should be sent or delivered to make the vote effective;
  - 23.4 Members shall be notified of the result of the poll as soon as reasonably practicable following the final date for submission of votes; and
  - 23.5 voting papers may be destroyed 7 days after Members have been notified of the result of the poll.
24. The Chairman of a Chambers Meeting shall not have a casting vote.

#### Proxies

25. A Member may appoint another Member as his proxy. Such appointment may only be made by written notice to the Head of Chambers in such form as the Head of Chambers may reasonably require or accept. A proxy shall only be effective if it has been lodged with the Head of Chambers before any business has been discussed at the Chambers Meeting in question. A Member present in person at the Chambers Meeting may act as proxy for more than one Member not present in person.

#### Minutes

26. The Head of Chambers shall ensure that minutes of each Chambers Meeting are taken and cause them to be stored, whether electronically or in hard copy, in a minute book maintained by him for that purpose, and circulated to Members as soon as reasonably practicable after the meeting in question.

#### **Head of Chambers**

27. No Member shall be Head of Chambers (save for a Deputy Head of Chambers serving as an Acting Head of Chambers in accordance with paragraph 30) unless:
- 27.1 he is a Queen's Counsel; and
  - 27.2 he has been a Member for at least 7 years at the date of his nomination pursuant to paragraph 33.
28. The Head of Chambers shall remain in office until:
- 28.1 he is de-selected in accordance with paragraph 36;
  - 28.2 he has served a period of 5 years as Head of Chambers (although in such circumstances he may submit himself for re-election in accordance with the procedure set out below);
  - 28.3 his resignation from office; or
  - 28.4 his Leaving Date.

### Deputy Head of Chambers

29. The Head of Chambers shall appoint a person to be the Deputy Head of Chambers. The Deputy Head of Chambers shall cease to hold office when (a) de-selected by the Head of Chambers, (b) upon his resignation from office, (c) he ceases to be a Member, or (d) subject to paragraph 30 below, at the time at which the Head of Chambers who appointed him ceases to hold office.
30. In the event that the Head of Chambers ceases to hold office for any reason, pending a replacement being elected the Deputy Head of Chambers shall serve as Acting Head of Chambers and during such period shall exercise the powers and responsibilities of the Head of Chambers.

### Selection

31. Elections for the office of Head of Chambers shall be organised by such Member as the GMC shall appoint for such purpose (the “**Election Officer**”) and shall be held:
  - 31.1 at the end of a 5 year period of a Head of Chambers holding office; or
  - 31.2 promptly following a Head of Chambers ceasing to hold office for any reason.
32. Where an election is required pursuant to paragraph 31 above, the Election Officer shall promptly circulate a notice of election to all Members, inviting nominations for the office of Head of Chambers within 14 days.
33. Candidates may be validly nominated to serve as Head of Chambers only if:
  - 33.1 they are qualified to be Head of Chambers pursuant to paragraph 27 above;
  - 33.2 they lodge a written nomination within the period specified in paragraph 32 above which:
    - 33.2.1 is signed by at least five Members other than the relevant candidate, at least one of whom must be a QC; and
    - 33.2.2 contains a confirmation in writing from the nominee that he is willing to serve as Head of Chambers.
34. If only one nomination complying with paragraph 33 above is received, the relevant nominee shall be deemed to be elected unopposed and shall take office as Head of Chambers on the expiry of such period.
35. If two or more valid nominations are received pursuant to paragraph 33 above, an election process shall be held as follows:
  - 35.1 Within 24 hours of the expiration of the time limit for the submission of nominations the GMC shall convene an Extraordinary Chambers’ Meeting.
  - 35.2 The notice convening the said meeting shall be accompanied by copies of all valid nominations of candidates.
  - 35.3 The meeting shall take place not later than 30 days after the giving of the notice convening the same.
  - 35.4 The election shall take place at the said meeting.

- 35.5 Voting shall be by ballot.
- 35.6 The candidate who receives more than half the votes cast shall be elected as Head of Chambers and if there be more than 2 candidates then unless on the first vote one candidate obtains more than half the votes cast, the candidate with fewest votes shall be eliminated and a further vote by ballot shall be taken, the process being repeated as often as is necessary until one candidate is elected as aforesaid.
- 35.7 The result of an election held pursuant to this paragraph shall be final and no poll may be demanded under paragraph 22.

#### De-selection

36. The Head of Chambers may be de-selected by Members in accordance with the following provisions:
- 36.1 if representations are made in writing by no less than one third of the Members to the GMC requesting the de-selection of the incumbent Head of Chambers, then within 21 days of receiving such representations, the GMC shall give notice in writing to all Members that an Extraordinary Chambers Meeting will be held for the purposes of voting on a resolution to de-select the Head of Chambers; and
- 36.2 at such meeting the Treasurer shall act as Chairman of the Extraordinary Chambers' Meeting (unless he is absent from such meeting or unwilling to act as Chairman, in which case those Members present shall elect a Chairman by simple majority on a show of hands); and
- 36.3 the resolution to de-select the Head of Chambers shall be put to Members at such meeting by ballot PROVIDED THAT such resolution will only be effective if:
- 36.3.1 not less than 75% of the Members are present in person or by proxy; and
- 36.3.2 at least 75% of those Members present in person or by proxy vote in favour of such resolution.
37. The result of the resolution at the relevant Extraordinary General Meeting shall be final and no poll may be demanded under paragraph 22.

#### Responsibilities

38. The Head of Chambers shall represent Chambers and its Members to institutions and individuals outside Chambers in matters concerning the professional activities of the Members.
39. The Head of Chambers shall be responsible for:
- 39.1 the leadership of Chambers;
- 39.2 the maintenance of professional standards by the Members;
- 39.3 the provision of equality of opportunity in Chambers;
- 39.4 the provision of advice and encouragement to Members and staff;
- 39.5 the hearing of grievances from staff in accordance with such grievance procedures as may from time to time be laid down in their contracts of employment or otherwise;



- 39.6 the performance of duties laid upon Heads of Chambers by the BSB Handbook;
- 39.7 the chairing of Chambers Meetings; and
- 39.8 the performance of such specific duties as are laid upon him by this Constitution (as amended from time to time).
- 40. In the proper execution of his powers, duties and responsibilities the Head of Chambers may do all things which are necessarily incidental thereto and in case of genuine urgency he may take such actions on behalf of Chambers as he considers essential after such consultation with other Members and staff as is reasonably practicable in the circumstances.

### **General Management Committee**

- 41. The GMC shall consist of:
  - 41.1 the Head of Chambers;
  - 41.2 the Deputy Head of Chambers;
  - 41.3 the Treasurer;
  - 41.4 the Chairman of each of the following Chambers' Committees from time to time (subject to such variations as Chambers shall approve from time to time):
    - 41.4.1 Business Development Committee;
    - 41.4.2 Education and Training Committee;
    - 41.4.3 Finance Committee;
    - 41.4.4 Admin Committee;
    - 41.4.5 Equality and Diversity Committee;
    - 41.4.6 Staff Committee;
    - 41.4.7 Chelmsford Committee;
  - 41.5 one elected member who was less than 6 years' call at the date of their election;
  - 41.6 one elected member who was at least 6 but less than 11 years' call at the date of their election; and
  - 41.7 one elected member who was at least 11 years' call at the date of their election.
- 42. Any elected member of the GMC may only serve for a maximum of 2 years before submitting themselves for re-election. No elected member of the GMC may serve (in their capacity as an elected member) for a term longer than 6 consecutive years, but for the avoidance of doubt this paragraph 42 shall not prevent any individual from sitting on the GMC in any of the capacities set out at paragraphs 41.1 to 41.4 above.
- 43. Nothing in this Constitution shall prevent any Member from being a member of the GMC in more than one capacity, or serving on more than one Chambers' Sub Committee and/or the GMC.

- 44. The election of the members of the GMC shall be arranged by the Head of Chambers each 2 years in such a way as to ensure that:
  - 44.1 all Members are able to vote in relation to such election; and
  - 44.2 each Member shall only be permitted to vote in respect of the representative representing their own particular call band.
- 45. In the event that any elected member of the GMC ceases to serve on the GMC for any reason prior to the expiry of the 2 year term envisaged above (including, without limit, by reason of leaving Chambers), the GMC may appoint another Member from the relevant cohort to hold office as a member of the GMC until the expiry of the relevant term.
- 46. Meetings of the GMC shall be chaired by the Deputy Head of Chambers. If he is absent at any meeting, that meeting shall by simple majority appoint another member of the GMC to chair that meeting.
- 47. The quorum for a meeting of the GMC shall be 5 members.
- 48. The GMC shall meet as often as it considers necessary for the proper discharge of its responsibilities.
- 49. The responsibilities of the GMC shall consist of:
  - 49.1 The implementation of general policies decided by Chambers;
  - 49.2 The formulation of policies and procedures to implement general policies decided by Chambers;
  - 49.3 Monitoring policy implementation;
  - 49.4 Convening Chambers Meetings;
  - 49.5 In conjunction with the Treasurer, preparing and presenting to Chambers an annual budget and financial report of Chambers and the Service Company;
  - 49.6 Reviewing actual expenditure against the annual budget approved by Chambers;
  - 49.7 Reviewing and improving Chambers administration;
  - 49.8 In conjunction with the Staff Committee, reviewing the performance of the Practice Director;
  - 49.9 In conjunction with the Staff Committee; reviewing the performance of other senior staff;
  - 49.10 Resolving administrative problems;
  - 49.11 Reporting and referral of important administrative and financial decisions to Chambers' Meeting;
  - 49.12 Such other functions as Chambers shall from time to time decide or as are specified in this Constitution.

50. Neither the GMC nor the Chambers' Executive are Core Committees or Sub Committees for the purposes of this Constitution.

### **Chambers' Executive**

51. There shall be an executive sub-committee of the GMC known as the "Chambers' Executive".
52. The membership of the Chambers' Executive shall be:
- 52.1 the Head of Chambers;
  - 52.2 the Deputy Head of Chambers
  - 52.3 the Treasurer;
  - 52.4 the Chairman of each of the Core Committees; and
  - 52.5 the Chairman of the Staff Committee.
53. The Chambers' Executive is authorised to meet and exercise and assume all powers, functions and responsibilities of the GMC where the Head of Chambers believes that the relevant matter(s) is or are of urgent importance and that it would be impractical, given such urgency, to convene a meeting of the full GMC.
54. The quorum for a meeting of the Chambers' Executive shall be a bare majority of its members from time to time.
55. Any decision of the Chambers' Executive shall be taken either by majority decision at a quorate meeting or by unanimous written resolution of all its members.
56. The Chambers' Executive shall attempt, to the extent reasonable in the circumstances and taking into account in particular the urgency of the relevant matter(s), to consult with any of its members, or any members of the GMC not part of the Chambers' Executive, before taking any decisions.
57. The Chambers' Executive shall report promptly to the GMC on its proceedings and any decisions taken by the Chambers' Executive shall be reviewed by the GMC at its next meeting.
58. Subject to the provisions of this Constitution, the Chambers' Executive shall regulate its affairs as it deems necessary for the proper discharge of its responsibilities.

### **Additional Committees**

59. As at the Effective Date, Chambers has the following Core Committees:
- 59.1 Business Development Committee
  - 59.2 Education and Training Committee
  - 59.3 Finance Committee
  - 59.4 Admin Committee
  - 59.5 Chelmsford Committee

60. The GMC, or Chambers acting in Chambers Meeting, may constitute Sub Committees or further Core Committees as it sees fit from time to time, or (subject to compliance with the BSB Handbook) disband any Core Committee or Sub Committee.
61. The members of each Core Committee and each Sub Committee, including the Chairman, shall be appointed or approved by the Head of Chambers. Any members of a Core Committee or a Sub Committee may be de-selected by the Head of Chambers or the GMC at any time.
62. Each Core Committee and Sub Committee shall:
  - 62.1 have such remit as is determined or approved by the GMC or Chambers from time to time;
  - 62.2 (in the case of a Core Committee) report to the GMC on such basis as the GMC reasonably requires and (in the case of a Sub Committee) report to the relevant Core Committee on such basis as the relevant Core Committee reasonably requires;
  - 62.3 subject to any stipulations of the GMC (or, in the case of a Sub Committee, stipulations of the relevant Core Committee) from time to time, meet at such times and in such places, and regulate its affairs, as it deems necessary for the proper discharge of its responsibilities.

#### **Treasurer**

63. The Head of Chambers shall appoint a Member, who has confirmed they are willing to act in such capacity, to be Treasurer from time to time, provided that each such appointment shall be subject to ratification at the next Chambers Annual General Meeting. The Head of Chambers may also appoint a Member who has confirmed they are willing to act in such capacity as Deputy Treasurer.
64. The Treasurer and/or Deputy Treasurer may resign at any time and each are subject to de-selection by the Head of Chambers or the GMC by majority vote.
65. The Treasurer shall be responsible for:
  - 65.1 The supervision of the keeping of proper accounting records of all receipts and expenditure by or on behalf of Chambers;
  - 65.2 The preparation and submission to the GMC of a budget of Chambers' expenditure;
  - 65.3 The instructing of such professional auditors as may be appointed by Chambers to conduct an annual audit of Chambers' accounting records;
  - 65.4 By himself or by such professional auditors as aforesaid the preparation of an annual account of the income by way of contributions and the expenditure of Chambers.

The Deputy Treasurer shall assist the Treasurer in the discharge of such responsibilities on such basis as the Treasurer or Head of Chambers shall request from time to time.

#### **Equal Opportunities Officer**

66. Only a Member may be equal opportunities officer ("EOO").

67. The EOO:
- 67.1 shall be appointed by the Head of Chambers and shall be subject to de-selection by the Heads of Chambers at any time;
  - 67.2 shall be responsible for promoting and ensuring the compliance of chambers with equal opportunities legislation, the code of conduct of the Bar of England and Wales and with the Equality and Diversity Code for the Bar; and for ensuring the avoidance of discrimination based on grounds of race, colour ethnic or national origin, nationality, citizenship, gender, sexual orientation, marital status, disability, religion or political persuasion, and as may be otherwise required by the Bar Standards Board from time to time;
  - 67.3 will assist in dispute resolution of matters which relate to equality of opportunity;
  - 67.4 will keep members of Chambers, clerks, and staff informed of their obligations on equal opportunities matters; and
  - 67.5 will advise Chambers on the best way to include their compliance with equal opportunities in their marketing plan as a means of attracting clients.

### **Membership**

68. No one may become or remain a Member unless:
- 68.1 he or she is a barrister who intends to supply legal services as a barrister in independent practice within the meaning of the BSB Handbook;
  - 68.2 the Head of Chambers has approved their application for membership of Chambers and has invited them to join (after having consulted on such basis as the Head of Chambers deems appropriate in the circumstances); and
  - 68.3 he or she is party to the Deed of Indemnity.
69. Each Member shall:
- 69.1 maintain appropriate professional indemnity insurance;
  - 69.2 comply with the BSB Handbook;
  - 69.3 comply with his obligations under this Constitution;
  - 69.4 use reasonable endeavours to attend Chambers' meetings by person or by proxy;
  - 69.5 if requested to do so by Head of Chambers or the Practice Director, enter into any revised form of Deed of Indemnity (amended in accordance with this Constitution) within 28 days of such request;
  - 69.6 comply with Chambers' policies notified to Members from time to time pursuant to paragraph 100; and
  - 69.7 support and comply with Chambers' Quality Manual.
70. [Intentionally left blank]

### **Independent Practice through Chambers**

71. Subject to paragraph 72 below, each Member agrees that, for so long as they are a Member, they shall practice, and shall only practice, as a barrister and provide legal services in the capacity of an independent barrister practising through Chambers.
72. A Member may only derogate from paragraph 71 above to the extent this is approved by the Head of Chambers. The Head of Chambers shall be entitled to request from the Member concerned at any time such information and documentation as he requires to consider the matter. Any approval granted by the Head of Chambers pursuant to this paragraph may be revoked at any time and may be granted subject to such conditions as the Head of Chambers may specify, and in particular (but without limit) any approval granted by the Head of Chambers shall be capable of being reviewed by the Head of Chambers at any time. Without limiting the discretion of the Head of Chambers in this area, it is anticipated that any approvals granted will be reviewed on at least an annual basis.
73. The following arrangements will (without limit) require the approval of the Head of Chambers pursuant to paragraph 72 above in order to avoid any breach of paragraph 71:
- 73.1 Sabbaticals
- 73.2 The provision of legal services other than as an independent barrister practising through Chambers (whether or not this is in competition with Chambers)
- 73.3 Secondments

#### Leaving Chambers – General

74. An individual shall cease to be a Member:
- 74.1 On the expiry of not less than 3 months' notice given by him to the Head of Chambers (or, in the case of the resignation of the Head of Chambers, given to the Deputy Head of Chambers) of his resignation as a Member or such shorter period as the Head of Chambers shall permit in the event of ill-health;
- 74.2 On death;
- 74.3 On ceasing to be entitled to practise as a barrister;
- 74.4 On taking up full-time judicial office;
- 74.5 On his expulsion in accordance with this Constitution.
75. Consistent with any applicable duties of confidentiality the Head of Chambers shall inform Members of any notices of resignation as soon as reasonably practicable following receipt of the same.
76. A Member shall remain liable to pay contributions towards Chambers' expenses pursuant to paragraph 89 in respect of:
- 76.1 fees received for work carried out up to and including their Leaving Date (regardless of when such fees are actually received); and
- 76.2 to the extent not comprised in paragraph 76.1 above, fees referable to the Departure Period for matters in relation to which the former Member was instructed prior to their

Leaving Date in respect of cases in respect of which the former Member was instructed prior to their Leaving Date and in particular (in each case regardless of when any fee is received, but calculated on the basis of amounts actually received):

- 76.2.1 any Fixed Fee agreed by the former Member at any time prior to the end of their Departure Period, regardless of when the work to which it relates is carried out; and
- 76.2.2 any fees calculated on or by reference to an hourly rate or other time cost basis (including refresher fees) for work carried out during the Departure Period;

and the former Member shall provide such reasonable assistance as Chambers may require (including without limit copies of time sheets and invoices) to enable it to calculate any amounts due pursuant to the foregoing provisions.

- 77. For the avoidance of doubt, the Head of Chambers shall be authorised and empowered to take such action on behalf of Chambers as the GMC shall determine for the purposes of recovering any monies due pursuant to paragraph 76 above.

#### Expulsion

- 78. A Member may be expelled in accordance with the following provisions.
- 79. The Head of Chambers may serve written notice on a Member, expelling him from Chambers (an “**Expulsion Notice**”), if:
  - 79.1 The Deputy Head of Chambers and at least five silks who are Members have consented to the service of such notice; and
  - 79.2 In respect of the Member who is the subject of such notice (the “**Notified Member**”):
    - 79.2.1 The Head of Chambers believes that the Notified Member:
      - (a) is guilty of any deliberate or persistent breach or other continuing material breach of the professional or ethical standards of the Bar Standards Board; or
      - (b) is otherwise guilty of any conduct that harms or is reasonably likely to cause damage to or injure the reputation and good name of Chambers; or
      - (c) has acted in any other respect in such a way as to be damaging to the general interest of Chambers; or
    - 79.2.2 the Notified Member:
      - (a) has a bankruptcy order made against him or enters into any composition or arrangement with or for the benefit of his creditors; or
      - (b) is convicted of an indictable offence (other than an offence under road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
      - (c) commits any material or persistent breaches of his obligations under this Constitution or any other obligations to Chambers which, in the case of a material breach, is not remedied within 20 working days of service by the

Head of Chambers of a written notice on the Member concerned specifying the breach and requiring its remedy.

80. A Notified Member may appeal against an Expulsion Notice in the following manner:
- 80.1 The Notified Member shall provide notice to the Head of Chambers and Deputy Head of Chambers of his intention to appeal within 7 days of service of the Expulsion Notice.
- 80.2 Within 7 days of receiving such notice of intention to appeal, the Head of Chambers shall convene a Chambers' Meeting to take place within 30 days of such notice and to resolve on whether or not the Notified Member should be expelled, and such notice of Chambers' Meeting shall be accompanied by a written statement of the Head of Chambers' reasons for expelling the Notified Member and a copy of the notice of appeal.
- 80.3 The Notified Member shall have the right, if he wishes to do so, to circulate to every Member a statement in writing in support of his appeal.
81. The resolution referred to above shall only be effective to expel the Notified Member if it is passed as a Special Resolution.
82. The expulsion of a Member shall take effect 7 days after service of the Expulsion Notice, unless he gives notice of his intention to appeal against his expulsion pursuant to paragraph 80 above in which case such expulsion shall take effect only if it is resolved to expel the Notified Member at a Chambers Meeting pursuant to paragraphs 80 to 81 above, in which case it shall take effect from the date of such resolution and no poll may be demanded.
83. If the Member to be expelled is the Head of Chambers or the Deputy Head of Chambers, then the references to "Head of Chambers" or "Deputy Head of Chambers" (as appropriate) in paragraphs 78 to 82 above shall be construed as references to any member of the GMC acting in accordance with a resolution of the GMC.
84. Any expulsion of a Member in accordance with the foregoing provisions of this Constitution shall be without prejudice to any other rights or remedies of Chambers, a Service Company, or any Member under this Constitution or otherwise.

## **Assets and Finance**

85. Any legal title or interest held by one or more Members (including the Head of Chambers) or a Service Company in any premises, plant, equipment, or other property which has been purchased, leased or otherwise acquired on behalf of Chambers shall be held by such persons on trust for the day to day benefit of all Members from time to time. If the Head of Chambers and/or any other Member and/or a Service Company shall enter into any contract, arrangement or agreement (a "Contract") on behalf of or for the benefit of Chambers (including contracts of employment), the benefit of such Contract shall be held on trust for all Members from time to time
86. The individuals acting as trustees pursuant to paragraph 85 above shall be the Head of Chambers or alternatively such persons as are appointed by the GMC from time to time and who consent to act accordingly.



87. All or any Members (including the Head of Chambers) and/or the Service Company holding any Contract, premises, plant, equipment, or other property on trust for the day to day benefit of all Members from time to time shall be entitled to have all costs, expenses and liabilities payable or otherwise incurred in relation thereto paid by Chambers as part of Chambers expenditure, provided that:
- 87.1 the cost, expense or liability will only be treated as a Chambers expense if it is incurred for the purposes of Chambers and:
- 87.1.1 the cost, expense or liability is authorised by an Ordinary or Special Resolution (including where that authorisation is limited to a specific type or amount and/or expenditure for a specific purpose, in which case only expenses of that type, and within that amount and/or for those purposes shall be so authorised), and for the avoidance of doubt the lease of the London Premises in the form prevailing as at the Effective Date (and any liabilities arising in relation thereto pursuant to the Deed of Surety) shall be treated as being so authorised; or
- 87.1.2 it has been included in the Chambers budget approved in accordance with this Constitution; or
- 87.1.3 the relevant person is duly authorised (whether generally or specifically), in accordance with the terms of this Constitution, to enter into the relevant Contract or acquire the premises, plant, equipment, or other property in respect of which the relevant cost, expense or liability has been incurred; or
- 87.1.4 the relevant person reasonably believed in good faith that one or more of paragraphs 87.1.1 to 87.1.3 applied to the relevant cost, expense or liability;
- 87.2 in the event of any such cost, expense or liability having to be paid in the first instance by a Member or Service Company personally, he or she shall be entitled to immediate reimbursement out of Chambers funds and in the event that such reimbursement is not forthcoming, the Member shall be entitled to withhold his contributions of rent, rates, percentage contribution and/or other payments up to the same value;
- 87.3 suitable and adequate insurance (to be paid for as a Chambers expense) shall be taken out against all outgoings, expenses, losses, or claims which may arise in relation thereto.
88. Upon an individual ceasing to be a Member for any reason, he shall have no continuing interest in or claim upon any Chambers assets which shall accrue and belong to the continuing Members. If any of Chambers' assets (including any contracts, premises, plant, equipment, or other property) shall be held by or vested in such individual and held on trust for all Members in accordance with this Constitution, then such individual shall promptly do all such acts and things, including the execution of documents (whether under hand or by deed) as the GMC reasonably requires to vest any such assets, or title thereto, in such other Member(s) as the GMC directs.
89. Subject to paragraphs 91 to 92 below, the expenses of Chambers (including those of the Service Company) shall be paid out of contributions made thereto by Members in such manner and in such amount as Chambers may decide from time to time.

90. Members agree to abide by the terms of such policies or arrangements which are approved by the GMC from time to time in relation to the collection and distribution of fee income and discharge of obligation of Members' financial obligations to Chambers. In particular, but without limit:
- 90.1 each Member consents to, and shall use their reasonable endeavours to procure that, payments for work clerked through Chambers are paid into a general Chambers' members fees account;
- 90.2 in the event that any Member is in default in respect of any payment due to be made to Chambers (including, without limit, Chambers' rent), and without prejudice to Chambers' right to recover the debt in other ways, the GMC may in its discretion resolve that Chambers should:
- 90.2.1 set out the amount due against and in discharge of any sum otherwise due to that Member from Chambers; and/or
- 90.2.2 exercise a lien over any cheques or other payments which are received for or in respect of that Member.

### **Indemnities**

91. In the ordinary course of events all Chambers expenditure arising in connection with the Premises, or in connection with any other Contract, plant, equipment or other property acquired for the use or benefit of Chambers, or in connection with the administration of Chambers' affairs, will be met out of funds provided by the Members pursuant to paragraph 89 above. It is intended that the Deed of Indemnity will be invoked in the event and to the extent that any particular costs, expenses, actions, claims, demands or liabilities are not met from such funds.
92. The Members undertake to indemnify any Member or former Member against all costs, expenses, actions, claims, demands and liabilities arising in connection with a trust referred to in paragraph 85 or the execution of such trust on the terms set out in the Deed of Indemnity.

### **Leases and the Service Company**

93. The Service Company has been established for the purposes of holding the leases for Chambers premises on behalf of Chambers, and other activities reasonably ancillary thereto.
94. As at the Effective Date, the Service Company holds the leases of the Chelmsford Premises and the London Premises on trust for the Members on the basis set out in paragraph 85 above.
95. The Directors of the Service Company shall be the Head of Chambers and such members of the GMC from time to time as the Head of Chambers shall nominate and who consent to act as Directors of the Service Company. On ceasing to hold office as Head of Chambers or as a member of the GMC (as the case may be), or ceasing to be a Member, any relevant individual shall promptly resign as a Director of the Service Company.
96. It is intended that shortly following this Constitution becoming effective, the Directors of the Service Company shall be Max Hill QC, Jeremy Benson QC, Riel Karmy-Jones QC, Jane Bewsey QC, Sara Lawson QC, Tom Forster QC, Sailesh Mehta and

Andrew Thompson. Any other Members who are Directors of the Service Company at the date on which this Constitution becomes effective shall be treated as having resigned with effect from such date and confirm that the Head of Chambers shall be entitled to sign and date a letter of resignation on their behalf as their agent.

97. The issued share capital of the Company consists of one ordinary share of £1 which is, as at the date on which this constitution becomes effective, held by Sara Lawson QC, Max Hill QC and Tom Forster QC. The share capital of the Company shall be held, for the avoidance of doubt, on trust for the Members on the basis set out in paragraph 85 above.
98. Members shall be permitted to occupy such part of the Premises as the GMC shall allocate to him from time to time (and for the avoidance of doubt the GMC may at any time require a member to relocate to another part of the Premises) on the following basis:
  - 98.1 such occupation shall be as a bare licensee on a non-exclusive basis;
  - 98.2 such licence shall be personal to the Member concerned and may not be assigned and shall terminate automatically on the relevant person ceasing to be a Member;
  - 98.3 the Service Company reserves all rights of entry and re-entry to any part of the Premises occupied by a Member from time to time for all management and other purposes;
  - 98.4 each Member acknowledges and agrees that nothing in this Constitution or otherwise is intended to or shall be deemed to create a tenancy over or in respect of the Premises or any part thereof; and
  - 98.5 to the extent any personal guarantee or surety (however called) in respect of Chambers' occupation of the Premises or any part thereof is required, the Members required to act as guarantor or surety shall be determined by the GMC save that no Member who is not a Queen's Counsel shall be required to act as guarantor or surety without consenting to do so, and any Member who is a Queen's Counsel irrevocably agrees to act in such capacity if required by the GMC.

## **Policies**

99. Chambers shall ensure that written policies are prepared and kept up to date in respect of such matters as Chambers or the GMC shall determine from time to time (and for the avoidance of doubt any such policy may be prepared by any relevant Core Committee or Sub Committee if Chambers or the GMC have determined that such policy is required), including without limit:
  - 99.1 Health and Safety
  - 99.2 Equal Opportunities
  - 99.3 Pupillage
  - 99.4 Grievance and Disciplinary procedures
  - 99.5 Parental Policy
  - 99.6 Social Media.

100. Members shall be bound by any such policies from the point at which they are notified of such policies (and any variation thereof).

### **Sinking Fund**

101. The GMC shall be responsible for establishing and maintaining a sinking fund to make provision for:
- 101.1 dilapidation or other liabilities that may arise under any lease of premises occupied by Chambers from time to time (and for the avoidance of doubt, including liabilities which accrue or become payable after any such lease has been assigned);
- 101.2 any other liabilities incurred by or on behalf of Chambers which the GMC may from time to time think fit to make provision for.

### **Associate Members and Door Tenants**

102. Any practising or academic lawyer may apply to the GMC to be an Associate Member or door tenant of Chambers, such application to be decided by the GMC.
103. The rights and liabilities of any Associate Member or door tenant are to be determined on an individual basis by the GMC, but for the avoidance of doubt no door tenant or Associate Member shall be treated as a Member for the purposes of this Constitution, and in particular shall not be entitled to attend Chambers' Meetings (except by invitation of the Head of Chambers) or cast a vote on any matter.

### **Staff**

104. All staff shall be employed by the Head of Chambers acting for and on behalf of all Members.
105. The Head of Chambers shall take out suitable and adequate employers' liability insurance on behalf of all Members in respect of each member of staff.
106. The power to appoint and dismiss the Practice Director shall only be exercised by Chambers at a Chambers Meeting. The Head of Chambers shall have the power to suspend the Practice Director for a period not exceeding 28 days, and any exercise of such power shall be reviewed within 28 days of the exercise thereof at a Chambers Meeting convened by the Head of Chambers for such purpose.
107. The power to appoint and dismiss members of staff, other than the Practice Director, shall be exercised by the GMC (following consultation with the Chairman of the Admin Committee where time permits), or by:
- 107.1 The Practice Director exercising such powers as may be delegated to him from time to time by the GMC; or
- 107.2 A Sub Committee constituted under paragraph 60 above for the purpose.
108. The remuneration of the Practice Director shall be fixed by the GMC. The remuneration of all other members of staff shall be fixed by the Practice Director in consultation with the GMC.

### **Winding-Up**

109. Chambers shall be wound up if a Special Resolution to that effect is passed at a General Meeting convened for that purpose.
110. A Special Resolution passed under paragraph 109 above shall specify the date at which Chambers are to be dissolved (the “Dissolution Date”).
111. For the purposes of paragraphs 112 to 124 below:
- 111.1 “the Members” means:
- 111.1.1 all those persons who were Members immediately before the passing of the Special Resolution referred to in paragraph 109 above; and
- 111.1.2 all those persons who had ceased to be Members before such point but who, by virtue of the terms of a Deed of Indemnity remain liable to contribute to Chambers’ costs, expenses and liabilities;
- 111.2 “the Head of Chambers” means, in relation to the period after the Dissolution Date, the person who held that office immediately before that date.
112. The Head of Chambers may appoint a Committee of Members (the “Dissolution Committee”) to assist him in the winding up of Chambers’ affairs.
113. The Head of Chambers and the Dissolution Committee (if any) shall be responsible for the orderly winding up of Chambers’ affairs, for the continuation and/or termination of the employment of the staff, and for arranging the disposal on the best terms reasonably obtainable of all assets (including the lease of any premises obtained for the use or benefit of Chambers) which are held on trust for all the Members.
114. All sums realised as a result of the disposal of such assets shall be paid into the bank account maintained by the Head of Chambers or the Service Company.
115. All Members shall be under a duty to furnish to the Head of Chambers, the Dissolution Committee (if any) and the Service Company such assistance as may be reasonably required by them in the execution of their above responsibilities.
116. All costs, expenses, actions, claims, demands and liabilities incurred by the Head of Chambers, the Dissolution Committee (if any) and the Service Company or any of them in giving effect to the provisions of paragraph 113 above will be treated as Authorised Liabilities for the purposes of the Deed of Indemnity and such persons shall be indemnified accordingly.
117. [Intentionally left blank].
118. Members’ contributions payable under paragraph 89 above shall continue to be paid up to and including the last payment falling due before the Dissolution Date.
119. The Head of Chambers, the Dissolution Committee (if any) and the Service Company may, if they deem it appropriate, engage the services of a solicitor and/or of a Chartered Accountant or Certified Accountant to advise and assist in the winding up of Chambers’ affairs.

120. The Head of Chambers and the Dissolution Committee (if any) shall cause to be prepared, by the Treasurer or by a Chartered Accountant or Certified Accountant, draft dissolution accounts showing:
- 120.1 a calculation of the final surplus of funds held on behalf of the Members or (as the case may be) the final deficiency to which the Members are obliged to contribute pursuant to the Deed of Indemnity; and
- 120.2 the amount payable to or by each Member out of that surplus or deficiency.
121. The amount (if any) payable by each Member in the event of a deficiency shall be calculated by reference to the Deeds of Indemnity. The amount (if any) payable to each Member shall be calculated by applying to him the same proportion as would have been payable by him under those indemnities in respect of a liability arising on the Dissolution Date.
122. The Head of Chambers shall cause to be served upon the Members:
- 122.1 the draft dissolution accounts referred to above, and
- 122.2 a notice specifying the date, time and place at which a meeting is to take place to consider the draft accounts. The date specified shall be not less than 14 and not more than 28 days after the service of the notice.
123. Notwithstanding any other provisions of this Constitution, the following provisions shall apply to the meeting held under paragraph 122 above:
- 123.1 it shall be chaired by the Head of Chambers;
- 123.2 no quorum shall be required;
- 123.3 any vote shall be taken by a show of hands, including votes taken by proxy, and shall be by simple majority;
- 123.4 the meeting may be adjourned from time to time for further discussion, but no ballot shall be held; and
- 123.5 the draft accounts shall be deemed to have been approved save to the extent that they are varied by a vote at the meeting.
124. The amount shown in the dissolution accounts (as so approved) as being payable to or by each Member shall be paid promptly to or by him as the case may be.

## **Notices**

125. Any notice or document required to be given by this Constitution shall be served on Members in accordance with the provisions of paragraph 126 below.
126. A notice or document required to be given by this Constitution shall be deemed to have been sufficiently served if the document:
- 126.1 is sent by electronic mail to each Member at their Chambers' e-mail address; or
- 126.2 is placed in the relevant pigeonhole at Chambers; or
- 126.3 is sent by first class post to that Member's home address;

and in each case shall be deemed to have been received on the day on which the document was sent by electronic mail or placed in a Chambers' pigeonhole, or 48 hours after posting if sent by first class post.

### **Amendment**

127. This Constitution may be amended by Special Resolution from time to time, save that no amendment to this Constitution shall be made which would adversely affect any right to any indemnity under this Constitution without the consent of the person or persons entitled thereto or his or their personal representatives.

## APPENDIX 1

*Max Hill QC*

*Anthony Arlidge QC*

*Richard Sutton QC*

*David Etherington QC*

*Antony Shaw QC*

*Jeremy Benson QC*

*Carey Johnston QC*

*Simon Spence QC*

*Robert Woodcock QC*

*Jane Bewsey QC*

*Rosina Cottage QC*

*Ian Leist QC*

*Angela Rafferty QC*

*Riel Karmy-Jones QC*

*Sara Lawson QC*

*Kate Bex QC*

*Edmund Vickers QC*

*Gillian Jones QC*

*David Walbank QC*

*Shane Collery QC*

*Jennifer Dempster QC*

*Tom Forster QC*

*Barnaby Jameson QC*

*Adam Wiseman QC**Lori Tucker*

*Janine Sheff*

*Cyrus Shroff*

*Raj Joshi*

*Brendan Morris*

*John Lyons*

*Andrew Marshall*

*Sailesh Mehta*

*David Young*

*Steven Dyble*

*Kenneth Millett*

*Richard Beynon*

*Andrew Thompson*

*Michael Skelley*

*Chris Paxton*

*Allison Clare*

*Valerie Charbit*

*Michael Epstein*

*Rufus D'Cruz*

*Nicola May*

*Ian McLoughlin*

*Michael Goodwin*

*Richard Kelly*

*Michelle Nelson*

*Alistair Fell*

*Noel Casey*

*Stephen Rose*

*Richard Wood*

*David Wilson*



*Stephen Requena*

*Tim Godfrey*

*Tom Payne*

*David Malone*

*Cameron Brown*

*Louis-Peter Moll*

*Rebecca Chalkley*

*Marcus Rickard*

*Felicia Davy*

*Hannah Willcocks*

*Priya Khanna*

*Mathew Dance*

*Paul Evans*

*Faras Baloch*

*Guy Bowden*

*Jamie Sawyer*

*Emma Gargitter*

*James Holland*

*Jane Oldfield*

*Max Baines*

*Trevor Archer*

*Klentiana Mahmutaj*

*Jamie Sharma*

*Bethan Rogers*

*Patricia Londono*

*Naomi Parsons*

*David Claxton*

*Chloe Binding*

*Matthew Sorel-Cameron*

*Laura Kenyon*

*Rachel Naylor*

*Dan Robinson*

*Joanna Hardy*

*Marilyn Vitte*

*Genevieve Reed*

*Matthew Bainbridge*

*Dan Taylor*

*Joseph Bird*

*Leila Chaker*

*Lucy Ginsberg*

*Nina Tavakoli*

*Tim Kiely*

*Laura Hoyano*

*Andrew Herd*

**APPENDIX 2: DEED OF INDEMNITY**

**DATED \_\_\_\_\_ 2018**

**DEED OF INDEMNITY  
RELATING TO  
RED LION CHAMBERS**



**RUSSELL-COOKE LLP  
2 Putney Hill  
London SW15 6AB**

**Tel: 020 7405 6556  
david.webster@russell-cooke.co.uk  
6/DNW/161437/1**

**DATE**

**2018**

**PARTIES: The Members as defined in clause 1.1**

## **BACKGROUND**

This Deed is intended to exist alongside the Historic Indemnity. It is intended that to the extent any personal liability arises under the Deed of Surety, it will be dealt with under the Historic Indemnity, and to the extent any liability cannot be satisfied pursuant thereto, it shall be dealt with pursuant to this Deed.

## **OPERATIVE PROVISIONS**

### **1. Definitions**

1.1 In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

“Authorised”

means, subject to clause 3.5, in relation to any liability, financial obligation, cost, expense or claim potentially falling within the definition of “Liability”, that such liability, financial obligation, cost, expense or claim has been incurred or the contract, agreement or arrangement giving rise to such liability, financial obligation, cost, expense or claim:

a) is authorised by an Ordinary or Special Resolution (including where that authorisation is limited to a specific type or amount and/or expenditure for a specific purpose, in which case only expenses of that type, and within that amount and/or for those purposes shall be so authorised);

b) it has been included in the Chambers’ budget approved in accordance with the Constitution;

c) the relevant person is duly authorised (whether generally or specifically), in accordance with the terms of the Constitution, to enter into the relevant Contract or acquire the premises, plant, equipment, or other property in respect of which the relevant cost, expense or liability has been incurred; or

d) falls within paragraph 116 of the Constitution;

“Cessation Date”

means the date that an individual ceases to be a member of Chambers;

“Chambers”

means the barristers' chambers currently known as Red Lion Chambers which currently practises from the Chelmsford

	Premises and the London Premises;
"Chelmsford Premises"	means the premises occupied by Chambers as at the Effective Date and known as Thornwood House, County Square, 102 New London Road, Chelmsford, Essex CM2 0RG;
"Company"	means 5 KBW Limited, a company incorporated in England and registered with the Registrar of Companies with registration number 03229528;
"the Constitution"	means the constitution of Chambers from time to time and any variations to the constitution made in accordance with the terms of the constitution;
"Deed of Adherence"	means a deed in the form set out in Schedule 2 hereof or in such other form as the Head of Chambers may from time to time specify;
"Deed of Surety"	means a surety deed dated 25 March 1997 between Hemingway Saturn Limited (1), David Cocks and Others (2) and 5 KBW Limited (3) in relation to the London Premises (for the avoidance of doubt, as varied or supplemented from time to time);
"Defaulting Member"	shall have the meaning ascribed to it by clause 3.2;
"Dissolution Date"	means the date specified in any resolution dissolving Chambers as the date on which the dissolution shall take effect;
"Dissolution Event"	means the dissolution of Chambers pursuant to and in accordance with a resolution duly passed at a meeting of members of Chambers duly convened in accordance with the Constitution;
"Gross Receipts"	means the total Receipts of an Indemnifying Member for the three years immediately preceding the Relevant Date, excluding for the avoidance of doubt any VAT;
"the Head of Chambers"	means the head or heads of Chambers from time to time, duly elected or appointed in accordance with the Constitution;
"Historic Indemnity"	means the deed of indemnity dated 24 May 1997 between David Cocks QC and other in relation to liabilities arising under the Deed of Surety (for the avoidance of doubt, as varied or supplemented from time to time);

"Indemnifying Member"	means a Member who is liable to indemnify an Indemnified Person in respect of the Liability in question in accordance with the terms hereof;
"Indemnified Person"	means any current or former member of Chambers who has incurred any Liability (but excludes, for the avoidance of doubt, the Company);
"Leases"	means the leases pursuant to which the London Premises and the Chelmsford Premises are occupied by Chambers as at the date hereto, and any other occupational lease of Premises granted to or for the benefit of Chambers from time to time, the entering into of which has been approved in accordance with the Constitution;
"Liability"	means, subject to clause 9.3, any liability, financial obligation, cost, expense or claim incurred on behalf of or for the benefit of Chambers which, following a written demand for payment submitted to Chambers, has thereafter not otherwise been discharged by or on behalf of Chambers within 14 days and which has been Authorised or which (if not actually Authorised) the Indemnified Person reasonably believed in good faith to be Authorised; but excluding for the avoidance of doubt any such liability, financial obligation, cost, expense or claim incurred by the Company or for which the Company is liable and in respect of which no Indemnified Person is liable pursuant to any guarantee, surety or similar arrangement whatever called;
"London Premises"	means the premises occupied by Chambers as at the Effective Date and known as 18 Red Lion Court and 5-6 Crane Court (registered at HM Land Registry with leasehold title under title number NGL748918);
"Members"	means those persons listed in Schedule 1 and each person who has executed a Deed of Adherence on or after the date of this Deed pursuant to clause 7 hereof PROVIDED THAT "Members" shall be deemed to exclude any such persons who cease to be Members on or before the date of this Deed;
"Percentage"	means, in respect of any Indemnifying Member, the percentage which their Gross

	Receipts represent of the aggregate Gross Receipts of all Indemnifying Members;
"Premises"	means the London Premises and the Chelmsford Premises or such other premises as are occupied by Chambers from time to time;
"Receipts"	means all professional fees received by an Indemnifying Member for the provision of legal services whilst a member of Chambers (regardless of whether or not clerked through Chambers or explicitly carried out in their capacity as a member of Chambers);
"Relevant Date"	means the date when the first demand has been made upon any Member by any Indemnified Person in respect of the sum or sums for which an indemnity is claimed; and
"Shortfall"	shall have the meaning ascribed to it by clause 3.2.

1.2 In construing this Deed, unless otherwise specified:

- 1.2.1 nouns defined above in the singular have the same meaning when used in the plural;
- 1.2.2 references to a "person" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.3 references to a clause or Schedule are to clauses and Schedules in this agreement and references in a Schedule to paragraphs are to paragraphs of that Schedule;
- 1.2.4 references to a Member shall include their respective successors in title, permitted assignees, estates and legal personal representatives;
- 1.2.5 reference to the singular or plural numbers include each other, and references to the masculine, feminine or neuter genders include the others;
- 1.2.6 references to the parties are to the parties to this agreement;
- 1.2.7 obligations on the part of more than one person are several unless otherwise expressly stated;
- 1.2.8 references to statutory provisions are to be construed as references to those provisions as amended or re-enacted, or as their application is modified by other provisions, from time to time, and so as to include references to any provisions of which they are re-enactments (whether with or without modification) save to the extent that any amendment or re-enactment would increase the liability of any party hereto;

- 1.2.9 a Liability shall be treated as having accrued when it becomes due or if, in accordance with generally accepted accounting principles in the United Kingdom, an accrual should be made for the Liability concerned on the date in question; and
- 1.2.10 defined terms used in the Constitution shall not bear the same meaning when used in this Deed unless otherwise stated – for the avoidance of doubt, “Ordinary Resolution” and “Special Resolution” shall bear the same meaning in this Deed as in the Constitution.

## **2. The Constitution**

- 2.1 Each Member hereby covenants with each other to observe and perform, and be bound by, the Constitution (as varied from time to time in accordance with its terms) and any policies adopted in accordance with the terms thereof.
- 2.2 A copy of the Constitution as at the date of this Deed is annexed hereto. A copy of the Constitution in its then current form will be annexed to any Deed of Adherence.

## **3. Indemnity**

- 3.1 Subject to clauses 3.4 and 5, each Member agrees to indemnify each Indemnified Person from and against that Member’s Percentage of any Liability and shall pay such sum as may be due pursuant to this clause 3.1 upon written demand by the Indemnified Person.
- 3.2 In the event of any Member (“a Defaulting Member”) failing to pay any sum due in accordance with clause 3.1 (in whole or in part) within 10 Business Days of demand (such shortfall being a “Shortfall” for the purposes of this Deed), each remaining Indemnifying Member shall within 5 Business Days of a written demand by the Indemnified Person pay to the Indemnified Person an amount equal that Member’s Percentage of the Shortfall (ignoring the Member’s Percentage of the Defaulting Member) but for the avoidance of doubt the Defaulting Member shall be liable to indemnify those who pay in respect of the Shortfall.
- 3.3 Each Indemnified Person shall use their reasonable endeavours to recover all sums due to them from any Member pursuant to their obligations under this Deed.
- 3.4 If any Indemnifying Member makes a payment to an Indemnified Person pursuant to his obligations under clauses 3.1 or 3.2 and the Indemnified Person subsequently recovers any sum in respect of the Liability in respect of which the Indemnifying Member made the payment, whether from a Defaulting Member, reimbursement from Chambers in accordance with the Constitution or otherwise, the Indemnified Person shall repay or credit to the Indemnifying Members who made any payments pursuant to clauses 3.1 or 3.2, such sum (less all reasonable costs and expenses incurred by the Indemnified Person in recovering the same) pro rata to the payments made by them.
- 3.5 Notwithstanding any provision of the Constitution, a Liability will be treated as being Authorised if ratified in writing by a majority of Members who are Indemnifying Members in respect of that Liability.

- 3.6 For the avoidance of doubt, and notwithstanding any other provision of this Deed or the Constitution, a Member shall not be required to indemnify an Indemnified Person in respect of any Liability which results from the bad faith or dishonesty of the Indemnified Person.

#### **4. Discharge of Chambers' expenses**

Without prejudice to the provisions of clause 3 hereof, each Member will contribute to Chambers' expenses and liabilities in accordance with the Constitution and the income of Chambers shall be applied in discharging the Liabilities (to the extent that the income is sufficient). Nothing in this Deed shall release any Member from their obligations to contribute to Chambers expenses and liabilities in accordance with the Constitution.

#### **5. Duration of liability**

- 5.1 Subject to clauses 5.2 to 5.4, a Member will be automatically released from their obligations under clause 3 of this Deed on the Cessation Date.

- 5.2 Subject to clause 5.3, in the event that a Dissolution Event occurs within 12 months of the Cessation Date of a Member, that Member shall continue to be liable under clauses 3.1 and 3.2 in respect of any Liability:

5.2.1 which accrued prior to their Cessation Date or arises in respect of any event occurring prior to their Cessation Date or pursuant to an agreement or legally binding obligation entered into prior to their Cessation Date; or

5.2.2 which falls within paragraph 116 of the Constitution.

- 5.3 The estate or personal representatives of a Member or former Member who has died shall not be liable under clause 5.2 in respect of any Liability which accrues on or after the date of death.

- 5.4 Clause 5.1 shall not operate to release any Member from their liability to pay any sums demanded in writing by an Indemnified Person in accordance with this Deed prior to their Cessation Date and which remains unpaid at that date.

#### **6. Information**

Each Member agrees that they will disclose to each Indemnified Person all information necessary to calculate the sums payable by them under this Deed and further hereby authorise Chambers and the Company to release to each Indemnified Person any information relevant for that purpose.

#### **7. Adherence**

- 7.1 No person shall remain or be admitted as a Member of Chambers unless that person has first executed this Deed or executed, and delivered to the Head of Chambers, a Deed of Adherence agreeing to be bound by the terms of this Deed (and thereby the Constitution).

- 7.2 The parties agree that any person who enters into a Deed of Adherence in accordance with the terms of clause 7.1 shall have the rights and obligations of a Member hereunder as if they were named herein as a Member and shall be treated as a party to this Deed.



## **8. Conflict**

In the event of any conflict or inconsistency between this Deed and the Constitution, the terms of this Deed will prevail.

## **9. Entire Agreement**

9.1 Save as expressly provided herein, this Deed constitutes the whole and only agreement between the parties relating to the subject matter hereof and supersedes and extinguishes any prior drafts, previous agreements or deeds, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing, between the parties in connection with the subject matter hereof provided always that nothing herein shall be taken to limit or exclude the liability of any party for fraudulent misrepresentation and that the parties shall retain all rights under previous agreements or deeds, undertakings, representations, warranties and arrangements against persons who have not become parties to this Deed.

9.2 For the avoidance of doubt, nothing herein shall operate as a variation or termination of the Historic Indemnity, which shall continue in full force and effect.

9.3 The parties hereto agree and acknowledge that, subject to the specific terms of this Deed:

9.3.1 any claim made against a surety pursuant to the Deed of Surety shall not be treated as a Liability for the purposes of this Deed unless the relevant surety shall first have used all best endeavours to recover any relevant amounts under the Historic Indemnity and been unable to do so; in which case the amount of such claim which has not been recovered pursuant to the Historic Indemnity shall be treated as a Liability; and

9.3.2 those persons who entered into the Deed of Surety in the capacity of sureties shall be treated as Indemnified Persons for the purposes of this Deed, notwithstanding that they may not be a party to this Deed, and shall be entitled to enforce its terms in accordance with clause 11.1.

## **10. Variation**

Any variation of this Deed is valid only if in writing and signed by or on behalf of those Members whose liability has not ceased by virtue of clause 5.

## **11. Rights of Third Parties**

11.1 Indemnified Persons that are not a party to this Deed may enforce all of the terms of this Deed in accordance with the Contracts (Rights of Third Parties) Act 1999.

11.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Deed are not subject to the consent of any person that is not a party to this Deed.

## **12. Counterparts**

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all counterparts together constitute the same document.

**13. Successors**

This Agreement shall be binding upon and enure for the benefit of the successors and personal representatives of a party. Any person appointed as Head of Chambers after the date of this Deed (or any Deed of Adherence) shall be entitled to enforce all of the rights vested in or conferred upon the Head of Chambers under this Deed, without the need for any further assignment or novation.

**14. Governing Law**

- 14.1 This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof the parties hereto have executed this Agreement as a deed the day and year first before written

## **SCHEDULE 1**

<i>Max Hill QC</i>	<i>John Lyons</i>
<i>Anthony Arlidge QC</i>	<i>Andrew Marshall</i>
<i>Richard Sutton QC</i>	<i>Sailesh Mehta</i>
<i>David Etherington QC</i>	<i>David Young</i>
<i>Antony Shaw QC</i>	<i>Steven Dyble</i>
<i>Jeremy Benson QC</i>	<i>Kenneth Millett</i>
<i>Carey Johnston QC</i>	<i>Richard Beynon</i>
<i>Simon Spence QC</i>	<i>Andrew Thompson</i>
<i>Robert Woodcock QC</i>	<i>Michael Skelley</i>
<i>Jane Bewsey QC</i>	<i>Chris Paxton</i>
<i>Rosina Cottage QC</i>	<i>Allison Clare</i>
<i>Ian Leist QC</i>	<i>Valerie Charbit</i>
<i>Angela Rafferty QC</i>	<i>Michael Epstein</i>
<i>Riel Karmy-Jones QC</i>	<i>Rufus D'Cruz</i>
<i>Sara Lawson QC</i>	<i>Nicola May</i>
<i>Kate Bex QC</i>	<i>Ian McLoughlin</i>
<i>Edmund Vickers QC</i>	<i>Michael Goodwin</i>
<i>Gillian Jones QC</i>	<i>Richard Kelly</i>
<i>David Walbank QC</i>	<i>Michelle Nelson</i>
<i>Shane Collery QC</i>	<i>Alistair Fell</i>
<i>Jennifer Dempster QC</i>	<i>Noel Casey</i>
<i>Tom Forster QC</i>	<i>Stephen Rose</i>
<i>Barnaby Jameson QC</i>	<i>Richard Wood</i>
<i>Adam Wiseman QC</i>	<i>David Wilson</i>
<i>Lori Tucker</i>	<i>Stephen Requena</i>
<i>Janine Sheff</i>	<i>Tim Godfrey</i>
<i>Cyrus Shroff</i>	<i>Tom Payne</i>
<i>Raj Joshi</i>	<i>David Malone</i>
<i>Brendan Morris</i>	

*Cameron Brown*

*Louis-Peter Moll*

*Rebecca Chalkley*

*Marcus Rickard*

*Felicia Davy*

*Hannah Willcocks*

*Priya Khanna*

*Mathew Dance*

*Paul Evans*

*Faras Baloch*

*Guy Bowden*

*Jamie Sawyer*

*Emma Gargitter*

*James Holland*

*Jane Oldfield*

*Max Baines*

*Trevor Archer*

*Klentiana Mahmutaj*

*Jamie Sharma*

*Bethan Rogers*

*Patricia Londono*

*Naomi Parsons*

*David Claxton*

*Chloe Binding*

*Matthew Sorel-Cameron*

*Laura Kenyon*

*Rachel Naylor*

*Dan Robinson*

*Joanna Hardy*

*Marilyn Vitte*

*Genevieve Reed*

*Matthew Bainbridge*

*Dan Taylor*

*Joseph Bird*

*Leila Chaker*

*Lucy Ginsberg*

*Nina Tavakoli*

*Tim Kiely*

*Laura Hoyano*

*Andrew Herd*

## SCHEDULE 2

### (The Deed of Adherence)

THIS DEED OF ADHERENCE is made on

by

of

(the "**New Member**") and is supplemental to a Deed of Indemnity relating to Red Lion Chambers dated [ ] 2018 and made between the Members as therein defined (the "**Deed of Indemnity**")

THIS DEED WITNESSES as follows:

1. The New Member hereby confirms that (s)he has been supplied with a copy of the Deed of Indemnity and hereby covenants with the existing parties to the Deed of Indemnity (who shall be entitled to enforce the covenant notwithstanding that they are not parties hereto) to observe, perform and be bound by all the terms of the Deed of Indemnity which apply to New Members are capable of applying to the New Member and which have not been performed at the date hereof to the intent and effect that the New Member shall be deemed with effect from the date hereof to be a party to the Deed of Indemnity and named as a Member therein.
2. This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS WHEREOF this Deed has been executed by the New Member and is intended to be and is hereby delivered on the date first above written.

SIGNED AS A DEED by the said )

[ ] ) .....

New Member Signature

In the presence of

.....

(Witness Signature)

Witness Name:

Witness Address:

Witness Occupation: