

## **Conditional Fee Agreement ('CFA')**

This agreement is a legal contract between you and ourselves as your solicitors. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Schedules and the Law Society Conditions attached.

**Us.**

**Personal Injury Practice Ltd.**

**Citadel House,**

**Solvay Road.**

**Northwich. CW9 8AJ**

**(Your Solicitors)**

**You**

**(The Client)**

**Client Reference. Z-0100**

### **What is covered by this agreement**

Your claim for damages for personal injury suffered on or about  
As a result of an accident.

- Any application for pre-action or non-party disclosure.
- Any appeal by your opponent.
- Any appeal you make against an interim order or an assessment of costs.
- Any proceedings you take to enforce a judgment, order or agreement.
- Negotiations about your claim and/or a court assessment of the costs of this claim.

### **What is not covered by this agreement**

- Any counterclaim against you.
- Any appeal you make against the final judgment or order.

### **Paying us if you win**

If you win your claim, you pay our basic charges, our expenses and disbursements and a success fee together with the premium for any insurance you take out. You are entitled to seek recovery from your opponent of part or all of our basic charges and our expenses and disbursements, but not the success fee or any insurance premium. This is set out below. It may be that your opponent makes a formal offer to settle your claim which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer. If this happens, we will not add our success fee to the basic charges for the work done after we received notice of the offer or payment. In these circumstances, you may be ordered to pay your opponent's costs, usually (but not always) limited to the amount of damages and interest awarded to you.

### **Expenses and Disbursements**

If you receive interim damages, we will retain 25% of the payment to be held on account of our fees, expenses and disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges, our expenses and disbursements and success fee at that point.

If you win overall but on the way lose an interim hearing, you may be required to pay your opponent's charges of that hearing, but usually only up to the amount of damages awarded to you.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

**What do I pay if I lose?**

If you lose you will normally have the benefit of Qualified One-Way Cost Shifting so the court will not usually enforce an order for costs against you, unless:

- the proceedings have been struck out; or
- the claim is fundamentally dishonest; or
- the claim includes a claim for the financial benefit of someone else other than you.

If you lose, you do not pay our charges as long as you comply with this agreement.

**The Success Fee**

The success fee is set out in Schedule 1.

**Basic Charges**

Details of our basic charges are set out in Schedule 2.

**Ending this agreement**

If, after signing, you wish to cancel this agreement and do so within the 7 day time limit, you will pay nothing. You must cancel in writing either by letter to our office or email to [pip.info@piplaw.co.uk](mailto:pip.info@piplaw.co.uk). Otherwise if you end this agreement before you win or lose, you pay our basic charges and expenses and disbursements. If you go on to win, you also pay a success fee.

We may end this agreement before you win or lose.

**Other points**

Definitions of words used in this CFA are explained in the Law Society Conditions.

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee.

**You may be able to take out an insurance policy against the risk of paying expenses and disbursements (but not our charges) if you lose, or some or all of your opponent's costs even if you win. You will be responsible for paying the insurance premium for this if you win. We can give further information about insurance policies to you so that you can decide whether you wish to take one out.**

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

**Signatures**

**Signed by Solicitor:** .....

**Signed by the client:** .....

Date -----

## **Schedule 1**

### **Success fee**

The success fee is set at 100% of our basic charges.

The success fee percentage reflects the following:

- (a) the fact that if you lose, we will not earn anything;
- (b) our assessment of the risks of your case;
- (c) any other appropriate matters;
- (d) the fact that if you win we will not be paid our basic charges until the end of the claim;
- (e) our arrangements with you about paying expenses and disbursements.
- (f) the arrangements about payment of our costs if your opponent makes a Part 36 offer or payment which you reject on our advice.

The Success Fee cannot be more than 100% of the basic charges in total.

### **Cap on the amount of Success Fee which you will pay us in the event of Success in proceedings at first instance**

There is a maximum limit on the amount of the success fee which we can recover from you.

That maximum limit is 25% of the total amount of any:

- (i) general damages for pain suffering and loss of amenity; and
- (ii) damages for pecuniary loss, other than future pecuniary loss;

which are awarded to you in the proceedings covered by this agreement. The maximum limit is applicable to these damages net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions. The maximum limit is inclusive of any VAT which is chargeable.

The maximum limit applies only to a success fee for proceedings at first instance and not to a success fee on other proceedings (such as, for example, an appeal against a final judgment or order).

We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing how much of your damages should be attributed to Damages and Past Pecuniary Loss, net of any sums recoverable by the Compensation Recovery Unit. You also have the right to apply to the court for assessment of our costs, including our success fee.

## **Schedule 2**

### **Basic charges**

These are for work done from now until this agreement ends. Our charge is currently £400 per hour plus VAT. These are subject to review.