

## Law Society Conditions (being part of the Conditional Fee Agreement)

The Law Society Conditions below are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything you find unclear.

### Our responsibilities

We must:

- always act in your best interests, subject to our duty to the court;
- explain to you the risks and benefits of taking legal action;
- give you our best advice about whether to accept any offer of settlement;
- give you the best information possible about the likely costs of your claim for damages.

### Your responsibilities

You must:

- give us instructions that allow us to do our work properly;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;
- go to any medical or expert examination or court hearing.

### Dealing with costs if you win

- You are liable to pay all our basic charges, our expenses and disbursements and the success fee (up to the maximum limit) together with the premium of any insurance policy you take out.
- Normally, you can claim part or all of our basic charges and our expenses and disbursements from your opponent. You provide us with your irrevocable agreement to pursue such a claim on your behalf. However, you cannot claim from your opponent the success fees [or the

premium of any insurance policy you take out (unless your claim is for clinical negligence in which case you may be able to recover part of the premium).

- If we and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and our expenses and disbursements, then you pay the difference
- You, not your opponent, pay our success fee and any insurance premium.
- You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed to the court and any other person required by the court.

We are allowed to keep any interest your opponent pays on the charges.

You agree to pay into a designated account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the balance of the basic charges; success fee; insurance premium; our remaining expenses and disbursements; and VAT.

You take the rest.

#### **If your opponent fails to pay monies due to you**

If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The charges of this action become part of the basic charges.

#### **Payment for advocacy**

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

#### **Barristers who have a conditional fee agreement with us**

If you win, you are normally entitled to recover their fee from your opponent, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister's success fee shown in the separate conditional fee agreement we make with the barrister. We will discuss the barrister's success fee with you before we instruct him or her. If you lose, you pay the barrister nothing.

The barrister's success fee is included within the maximum limit to the recoverable success fee in proceedings at first instance as explained in Schedule 1.



**Barristers who do not have a conditional fee agreement with us**

If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, then you must pay their fee.

**What happens when this agreement ends before your claim for damages ends?**

**(a) Paying us if you end this agreement**

You can end the agreement at any time. Unless you have a right to cancel this agreement under Schedule 3 and do so within the 7 day time limit we then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges, and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.

**(b) Paying us if we end this agreement**

(i) We can end this agreement if you do not keep to your responsibilities. We then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.

(ii) We can end this agreement if we believe you are unlikely to win. If this happens, you will only have to pay our expenses and disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.

(iii) We can end this agreement if you reject our opinion about making a settlement with your opponent. You must then:

- pay the basic charges and our expenses and disbursements, including barristers' fees;
- pay the success fee if you go on to win your claim for damages.



In these circumstances, if your opponent has made a formal offer to settle your claim which you have rejected and the damages you have recovered are less than that offer, you may be ordered to pay your opponent's costs but only up to the amount of damages and interest awarded to you.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay the cost of a second opinion.

(iv) We can end this agreement if you do not pay your insurance premium when asked to do so.

### **(c) Death**

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

### **What happens after this agreement ends**

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

### **Cessation of Business**

If we stop carrying on business then you must pay us or any successor to our business (or to that part of our business which takes over the conduct of your claim) our basic charges and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.



## Explanation of words used

### **(a) Advocacy**

Appearing for you at court hearings.

### **(b) Basic charges**

Our charges for the legal work we do on your claim for damages as set out in Schedule 2.

### **(c) Claim**

Your demand for damages for personal injury whether or not court proceedings are issued.

### **(d) Counterclaim**

A claim that your opponent makes against you in response to your claim.

### **(e) Damages**

Money that you win whether by a court decision or settlement.

### **(f) Our expenses and disbursements**

Payments we make on your behalf such as:

- court fees;
- experts' fees;
- accident report fees;
- travelling expenses;
- the fees of barristers who do not have a Conditional Fee Agreement with us.

### **(g) Interim damages**

Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

### **(h) Interim hearing**

A court hearing that is not final.

### **(i) Lien**

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.



**(j) Lose**

The court has dismissed your claim or you have stopped it on our advice.

**(k) Formal Offer to Settle**

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

**(l) Provisional damages**

Money that a court says your opponent must pay or your opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

- you develop a serious disease; or
- your condition deteriorates;

in a way that has been proved or admitted to be linked to your personal injury claim.

**(m) Qualified One-Way Cost Shifting**

The rules in respect of costs payable if you lose a personal injury claim set out in

Part 44 Section II of the Civil Procedure Rules.

**(n) Success fee**

The percentage of basic charges that we add to your bill if you win your claim for damages

**(o) Trial**

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

**(p) Win**

Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages or in any way that you derive benefit from pursuing the claim.

'Finally' means that your opponent:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.