

Conditional Fee Agreement (CFA)

[For use in personal injury and clinical negligence cases only].

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

What is covered by this agreement

- Your claim for damages for personal injury.
- 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 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.

The overall amount we will charge you for our basic charges, success fees, expenses and disbursements is limited as set out in Schedule 2 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, but only up to the amount of damages and interest awarded to you.

Expenses and Disbursements

If you receive interim damages, we may require you to pay our expenses and disbursements at that point and a reasonable amount for our future 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.

If you lose, you do not pay our charges but will be required to pay our expenses and disbursements.

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 you have a right to cancel this agreement under Schedule 3 (see below) and do so within the 7-day time limit, you will pay nothing. 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, with the consequences set out in the Law Society Conditions.

Other points

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

You have the right to cancel this agreement in the circumstances set out in Schedule 3.

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee. Our VAT Registration Number is available on request.

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. If you lose the premium is still payable. Full details are contained in the insurance policy documents. We will 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 the solicitor:

Signed by the client:

Dated:

Note: We are not bound to act on a conditional fee basis until both you and we have signed this agreement.

Schedule 1

Success fee

The success fee is set at 25% of our basic charges, where the claim concludes at trial; or 25% where the claim concludes before a trial has commenced.

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, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment.

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 includes any success fee payable to a barrister who has a CFA with us.

However, this 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 General Damages and Past Pecuniary Loss, net of any sums recoverable by the Compensation Recovery Unit. If you do not agree our

calculation and this makes a difference to the amount of the success fee payable by you, then we will put the matter for determination to an external body to arbitrate, to be appointed by agreement between us and their decision shall be binding. The arbitrators cost for assessing this issue will be paid by you if the arbitrator agrees with us, but otherwise are to be paid by us.

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. These are subject to review.

How we calculate our basic charges

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. The hourly rates are:

Grade of Fee Earner	Hourly Rate
1 Solicitors with over 8 years post qualification experience including at least 8 years litigation experience	£288.00
2 Solicitors and legal executives with over 4 years post qualification experience including at least 4 years litigation experience	£242.00
3 Other solicitors and legal executives and fee earners of equivalent experience	£197.00
4 Trainee solicitors, paralegals and other fee earners	£139.00

These rates will increase by 5% on an annual basis on 1st January each year your matter continues.

Fixed Fees/Costs

The above hourly rates may not apply if your claim is subject to a specific fixed fee arrangement agreed between us. If a specific fixed fee arrangement has been agreed with you it is set out below and that fee plus expenses payable by you will be the amount of legal costs payable by you less any amount recovered from your opponent.

Overall cap on your liability for costs

We will limit the total amount of charges, success fees, expenses and disbursements (inclusive of VAT) payable by you (net of any contribution to your costs paid by your opponent) to a maximum of [25%] of the damages you receive.

Schedule 3

Disbursement's

All disbursements are your responsibility. These include but are not limited to:-

Court fees, issue and applications
 Medical experts' fees
 Car hire (if applicable)
 Storage (if applicable)
 Counsels fees (quantum, trial, application)

If you claim fails due to you failing to provide us information in a timely manner the third-party insurers may refuse to pay disbursements that they may otherwise have paid.

If you claim fails due to you provide incorrect or contradictory information to us or any of the experts the third -party insurers may refuse to pay disbursements that they may otherwise have paid.

This includes but is not limited to:-

Court fees

Amount claimed	Court fee
£1000-£3000	£115.00
£3000-£5000	£205.00
£5000-£10000	£455.00
£10,000-£200,000	5% on the claim

Anything above £200,000.00 is a flat fee of £10,000.00

In the event that you do not pay the court fee, we shall have no liability to you, and if we issue proceedings on your behalf we shall not be liable for any loss, cost, or consequence arising from such action; furthermore, even if we pay the court fee on your behalf, this shall not give rise to any additional liability on our part.

If you do not pay the court fees, we may seek reimbursement of any unpaid disbursements by the third-party insurer which still remain payable.

If you cannot pay the court fees due to your financial circumstances, you may be able to claim help with fees please request a form from us to do so or apply online.

See <https://helpwithcourtfees.service.gov.uk/checklist> it is your responsibility to provide us with the correct information or your potential entitlement to help with fees. Once informed we will attempt to assist you at your request.

If the third party insurer pays disbursements which later you become liable for and your claim failed or was struck out you will be responsible for these disbursement's.

Schedule 4

Notice of the Right to Cancel

This only applies if you sign the Conditional Fee Agreement:

- (i) At your home, workplace or at someone else's home; or
- (ii) At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or
- (iii) At our offices but following a meeting between us away from our offices.

You have the right to cancel this contract if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 7 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is Bahman Rashidi of Immisol Solicitors at 261 Barlow Moor Road, Manchester, M21 7GJ, England.

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

You can use the cancellation form provided below if you wish.

Signed on behalf of Immisol Solicitors: **Bahman Rashidi**

Dated:

If you wish to cancel the contract, you **must do so in writing** and deliver personally or send (which [may] [may not] be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

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(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Bahman Rashidi of Immisol Solicitors at 261 Barlow Moor Road, Manchester, M21 7GJ, England

I hereby give notice that I wish to cancel my Conditional Fee Agreement with your firm.

Signed:

Name (please print):

Address:

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Date: