

**Conditional Fee Agreement (CFA) Additional Explanatory Notes
Law Society Conditions
(as amended)**

The amended Law Society Conditions below form part of your Conditional Fee Agreement. You should read the conditions carefully together with your CFA 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 and provide our best advice.
- Keep you updated of all developments throughout your claim and advise you of any important matters that could affect the outcome of your matter.
- Advise you of any relevant changes in the law.
- Update you at appropriate intervals where we have progressive news. We will not provide you with updates at regular intervals unless you specifically request the same.
- Write to you using plain language.
- Aim to respond to your telephone calls within 2 working days and to emails and letters within 5 working days. We will endeavour to respond faster but this will not always be possible.
- If you have supplied us with an email address we will send correspondence by email only. If you object to this please let us know. When we consider it appropriate, we will communicate with others by fax and e-mail as appropriate on your behalf unless you inform us that you do not wish us to do so. We cannot accept responsibility for the security of correspondence sent by e-mail or fax. We may send some updates by push notification only from our App, if you have downloaded the same. If you object to this please let us know.
- Provide you with the best information possible about the likely costs of your claim for damages.
- Progress your case as swiftly as we can.
- Account to you for any money due to you as quickly as possible.

Your responsibilities

You must:

- Co-operate with us and provide us with clear, timely and accurate instructions.
- Reply to our requests for information or documents in a timely fashion ideally no later than 7-14 days unless you need to obtain these documents from a third party and are reliant on them.
- Notify us of any change of contact details or if you go on holiday.
- Notify us immediately if you are or become subject to any bankruptcy proceedings or if you become aware of the possibility bankruptcy proceedings may be brought against you.
- Safeguard any documents that are likely to be required for disclosure to the other side and provide us with copies of all relevant documents in your possession.
- Not ask us to act in an improper or unreasonable way.
- Observe the utmost good faith in all your dealings with us, disclosing all information relevant to your claim, and never providing us with information which is misleading or untrue.
- Attend any expert examination arranged or court hearing, when required to.
- Provide us with all reasonable assistance to recover costs from your opponent.
- Comply with the terms of this agreement and your responsibilities set out in any insurance policy.

Dealing with costs if you win

- You are liable to pay all our basic charges, our disbursements and the success fee (up to the success fee cap). You are also liable to pay the premium of any insurance policy you take out.
- Normally, you can claim part or all of our basic charges and our disbursements from your opponent. You provide us with your irrevocable authority to pursue such a claim on your behalf. However, you cannot claim from your opponent the success fees or any insurance premium, unless your case was opened before April 2013.
- If we and your opponent cannot agree the amount of our basic charges and disbursements, 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 disbursements, then you are liable to pay the difference, although the amount deducted from your damages to pay towards this outstanding liability will never exceed 25% of your applicable damages.
- You, not your opponent, pay our success fee and any insurance premium, unless your case was opened before April 2013.

We are allowed to keep any interest your opponent pays on costs. If you are awarded enhanced costs or interest on costs because you have made a formal offer to settle, then the enhanced costs or interest which you recover will belong to us.

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 our costs and any insurance premium. We will pay you the remainder.

It may happen that a third party makes an offer of one amount that includes payment of damages and costs. If so, unless we consent, you agree not to tell us to accept the offer.

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, and are payable in accordance with this agreement.

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 Counsel's fee from your opponent, but not any success fee levied. 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 attempt to only appoint barristers who will waive their success fees failing which you are liable for the same. If you lose, you pay the barrister nothing.

Barristers who do not have a conditional fee agreement with us

The barrister's fees will be a disbursement under this agreement.

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

(a) Paying us if you end this agreement

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days of entering into a contract without any charges.

If you end this agreement outside of the 14 day cooling off period, you must pay our basic charges and our disbursements immediately. You must also pay our success fee (subject to the success fee cap) if you go on to win your claim.

(b) Paying us if we end this agreement

(i) We can end this agreement if you do not keep to your responsibilities. You must then pay our basic charges and our disbursements immediately. You must also pay our success fee (subject to the success fee cap) if you go on to win your claim.

(ii) We can end this agreement if we believe you are unlikely to win. If this happens, the claim is regarded as having been lost and you will have to pay our disbursements, unless you are insured for this risk.

(iii) We can end this agreement if you reject our reasonable opinion about making a settlement with your opponent. You must then pay our basic charges and our disbursements immediately. You must also pay our success fee (subject to the success fee cap) if you go on to win your claim.

(v) If we transfer our business to any other legal entity, or if you give instructions through a person not mentioned in the agreement, then unless it is agreed otherwise, this agreement will be automatically novated with that new entity or other person (as appropriate) and the rights and obligations under the 'old' agreement will be suspended until the outcome of the matter is known. The old and the new will run alongside each other and will be regarded as being linked as one continuous agreement.

(vi) If we have concerns about the veracity of your claim voracity or if you fail to provide accurate honest instructions.

(c) Death or Incapacity

If you die or become incapable of giving us instructions, this agreement does not end automatically. We may either agree with your personal representatives that they may continue to instruct us under the terms of this agreement as if they were you, or we may decide to end this agreement, in which case you or your estate will immediately have to pay our basic charges and disbursements, but not a success fee, to the date of termination.

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. You must agree to Our name being removed from the record; you will be liable in damages if you fail to do this. You will be liable for the basic charges, disbursements or success fee incurred in making the application. 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.

Explanation of words used

(a) Advocacy

Appearing for you at court hearings. We may personally attend or appoint Counsel or a Court approved Advocate to attend.

(b) Agreement

Shall mean this document, and where appropriate, the general contract of retainer governed by this document.

(c) Applicable Damages

The total of (a) general damages for pain, suffering, and loss of amenity; and (b) damages for pecuniary loss, other than future pecuniary loss, net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions.

(d) Basic Charges

Our charges for the provision of legal services; these are the ordinary costs that would have been charged had we not acted under any form of CFA and may be charged if the agreement is void from the outset and/or the retainer is terminated.

(e) Claim

Your demand for damages or other remedies whether or not court proceedings are issued. There is no set time limit within which we must conclude work on your claim. We of course will try to ensure a positive outcome, in the shortest timescale possible.

(f) Concluded

Concluded means that the claim has been won or lost, and that:

If the claim has been won, the opponent

- Has compromised the matter;
- Is not allowed to appeal against the court decision;
- Has not appealed in time, or
- Has lost any appeal;

Or

If the claim has been lost, you:

- Have agreed to take no further steps in the matter;
- Are not allowed to appeal against the court decision;
- Have not appealed in time;
- Have brought an appeal but have not taken any steps to advance it for a period of six months or more; or
- Have lost any appeal;

Or

- The claim has finished some other way which can properly be said to be final

(g) Counterclaim

A claim that your opponent makes against you in response to your claim. We will seek your insurer's permission to go on the Court Record and defend such an action. If they do not agree to pay for the action, you may be liable to pay the same.

(h) Damages

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

(i) Disbursements

Payments we make on your behalf such as:

- court fees;
- experts' fees;
- counsel fees;
- accident report fees;
- travelling expenses.

(j) Part 36 offer/Calderbank Offer

A part 36 offer is an offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules. It must be made in the correct form and is capable of acceptance at any time prior to trial, unless it is time sensitive and stated to expire after 21 days and/or been withdrawn. If an offer has been withdrawn you cannot recover costs benefits for beating it. Once made, a Part 36 offer cannot be withdrawn within 21 days of being made without the permission of the Court.

A Calderbank offer is non-formal part 36 offer. If a Calderbank offer is not accepted within the relevant period stipulated within the offer being put forward, then it is not capable of being accepted after this period of time and can be referred to by the party who made it in relation to costs.

(k) Interim hearing

A court hearing that is not final (i.e. it will not lead to the claim being concluded).

(l) 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.

(m) Lose, Lost

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

(n) Opponent

Any party to proceedings or proposed proceedings against whom you seek relief, including any party joined (whether formally or otherwise) to proceedings for costs purposes. Where this agreement identifies an opponent, it is not limited to claims against that opponent, and will also apply to claims against any other opponent arising out of the same or similar subject matter to the claim against the named opponent.

(o) Percentage Increase

The percentage by which the Basic Charges are multiplied by when calculating the success fee.

(p) Success Fee

Monies based on a percentage of basic charges that We add to your bill for profit costs if you win your claim.

(q) 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. Where there is a reference to the commencement date of trial, the commencement date shall be deemed to be (a) where there is a trial window or period, the first day of that period; and (b) where the trial or trial window is subsequently adjourned, the day on which the trial or trial window would have commenced but for the adjournment. Where as part of a trial there is a pre-reading day, the trial will be deemed to commence on the first such pre-reading day.

(r) Win, Won

Your claim is finally decided in your favour, whether by a court decision or an agreement to pay you damages or where there is any other outcome whereby you derive benefit from having pursued 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.