

Certificate of Acceptance for **Conditional Fee Funding**

«Ct ct Na me»
«Sd i d t o r Na me»
«l n s t A d d r e s s»
«l n s t T o w n C i t y»
«l n s t C o u n t y»
«l n s t P o s t C o d e»
«l n s t D X»

Date: «Curr Dat e»
Your Ref: «Sd Ref »
Our Ref: «Case Nu m b e r »

CFA Agreement – No Win, No Fee, No Uplift. Payment On Conclusion

«Bar Na me» of Counsel has undertaken a review of this claim and concluded that the prospects of success are **(insert here)**.

The names of the parties to this dispute are recorded as «Case Na me»

This agreement is between «Bar Na me» and «Sd i d t o r Na me»

Certificate Number: «Case Nu m b e r »

Important Notes:

1. This agreement is with Counsel personally.
2. The conditions are set out on page 2 and the CFA Agreement at pages 3-8
3. This acceptance is based on the information currently provided to Counsel and may be subject to change if subsequent further information changes the prospects.
4. The basis of this agreement is no win, no fee, no uplift.

Signed:

Date:

«Curr Dat e»

Counsel:

«Bar Na me»

Counsel's Certificate for a CFA

Counsel: - «Bar Name» **Case Reference:** - «Case Number»

Instructing Solicitors:-

«Solicitor Name»
«Inst Address»
«Inst Town/City»
«Inst County»
«Inst Post Code»
«Inst DX»

The Parties

Re: «Case Name»

Evidence of the Parties

To be completed by Counsel.

Issues between the Parties

To be completed by Counsel.

Likely Findings of Fact on the Current Evidence

To be completed by Counsel.

Further Evidence Required

To be completed by Counsel.

Counsel's Conditions on Acceptance of the CFA

To be completed by Counsel.

SHORT FORM CFA for use BETWEEN SOLICITORS AND COUNSEL on or after 1 April 2013

Csl's Ref: «Case Number »

Sd's Ref: «Sd Ref »

1 DEFINITIONS

In this agreement:

"Counsel" means: «Bar Title» «Bar Fst Nm» «Bar Sur name», Barrister and any other counsel either from Chambers or recommended by counsel in accordance with clause 12 who signs this agreement at any time at the solicitor's request.

"The solicitor" means the firm «Inst Name»

"The Client" means the Claimant in the matter of «Case Name»

*acting by his/her Litigation Friend [enter name of litigation friend], or the Client's personal representatives (on death) or the Client's litigation friend (on loss of capacity).

"Success" means that the Client's claims finally decided in his or her favour, whether by a court decision or an agreement to pay damages or in any way that the Client derives benefit from pursuing the claim

"Finally" means that the Opponent is not allowed to appeal against the court decision; or has not appealed in time; or has lost any appeal.

"Failure" means if the case is lost or on Counsel's advice ends without success then Counsel is not entitled to any fees or expenses.

"The Opponent" means any Defendant or proposed Defendant in an action brought or contemplated by the Claimant in respect of his or her claim for damages for personal injury, death or disease.

2. This agreement forms the basis on which instructions are accepted by Counsel from the Solicitor to act on a conditional fee basis for the Client in his/her claim for damages for personal injury, disease or death.

INCORPORATION OF APL/PIBA STANDARD TERMS

3. This Agreement forms the basis on which instructions are accepted by counsel from the solicitor to act under a conditional fee agreement and

incorporates PI BA's standard terms which are available on the PI BA website and are incorporated in, but not annexed to this agreement.

4. This agreement is a contract enforceable at law

5. **SOLICITOR'S OBLIGATION TO PAY**

- (1) Upon success, subject as provided below the Solicitor is liable to pay Counsel's normal and success fees.
- (2) Subject to clauses 11 to 14 below the amounts of fees and expenses payable to Counsel under this agreement are payable whether or not the Solicitor is or will be paid by the Client or Opponent.
- (3) Upon success the Solicitor will promptly conclude by agreement or assessment the question of costs and will pay Counsel promptly and in any event not later than one month after receipt of such costs as are recovered from the Opponent/s the full sum due under this agreement.
- (4) Such part of Counsel's normal fees which is not recovered from the losing Opponent and any success fees may be capped or reduced pro rata in accordance with paragraphs 11 to 13 below
- (5) In the event of failure the solicitor's obligation to pay Counsel's normal and success fees is as set out in clause 9 of the standard terms.

6. **THIS SCOPE OF THIS AGREEMENT IS AS FOLLOWS:**

(1) What is covered by this agreement

This agreement relates to and covers all work already done and all further work to be undertaken by Counsel in respect of the claim until the claim is won, lost or otherwise concluded, or this agreement is terminated.

Work within the scope of this agreement specifically includes

Any appeal the client makes against an interim order advised by Counsel.

(2) What is not covered by this agreement

- Any Part 20 claim against the client;
- Any appeal the client makes against the final judgment order;
- any counter claim or defence by way of set off which is still in existence after the claim has settled or been won, lost or otherwise concluded;
- any application under and a ward of provisional damages that might be obtained in these proceedings or to vary any order for periodical payments that might be made in these proceedings;

- enforcement of any judgment or order.

DELIVERY OF THE BRIEF BY THE SOLICITOR

7. The Solicitor agrees to deliver the brief for trial not less than 1 week (7 days) before the trial of all issues or of any preliminary issue, including the assessment of damage

COUNSEL'S NORMAL FEES

8. (a) The 'normal rate' for Counsel's fees upon which Counsel's success fee is to be applied will be as follows:-

COUNSEL'S NORMAL FEES are as follows:

Advisory work and drafting: in accordance with counsel's hourly rate obtaining for such work in this field currently: (hourly rate) * £175.00

Court appearances:- [insert hourly rate]

Brief fees for a trial (allowing 5 hours per day in court) whose duration and hours of preparation are estimated as follows:

<u>Time estimate for trial**</u>	<u>Hours of preparation **</u>	<u>Estimated fee *</u>
Up to 2 days	6	£2,800.00
3 to 5 days	12	£5,600.00
6 to 8 days	18	£8,837.00
9 to 12 days	24	£13,387.50
13 to 20 days	30	£19,950.00

Brief fees for interlocutory hearings whose duration and hours of preparation are estimated as follows:

<u>Estimated duration **</u>	<u>Hours of preparation **</u>	<u>Estimated fee *</u>
Up to one hour	2	£525.00
One hour to half a day	3	£787.50
Half a day to one day	4	£1,137.50

Over one day will be charged as if it were a trial.

Refreshers, estimated at 5 hours in court ** at counsel's hourly rate currently obtaining for such work in this field*: £875.00

Renegotiating Counsel's fees: to the extent that the hours of preparation set out above are reasonably exceeded then counsel's hourly rate will apply to each additional hour of preparation. If the case is settled or goes short, counsel will consider the solicitor's reasonable requests to reduce his/her brief fee set out above.

Notes:

* The hourly rate and the estimated fees shown above are examples only. It is up to counsel and solicitors to agree rates for each agreement.

** The time estimates for the duration of a trial or interlocutory hearing and for the hours of preparation which are shown above are examples only. It is up to counsel and solicitors to make such estimates or other means of specifying likely fees as they think appropriate for each agreement.

(b) Reasonableness of Counsel's fees

The fees set out above are considered by the Solicitor to be reasonable for Counsel's work in this claim

(c) **Inflation Review**

Counsel's normal fees will be subject to review with effect from each successive first day of February from the date of this agreement.

COUNSEL'S SUCCESS FEE

9. The rate of Counsel's success fee will be as follows:

No success fee has been charged by Counsel under this agreement.

REASON FOR THE SUCCESS FEES:

10. No success fee has been charged under this agreement.

PAYMENT OF COUNSEL'S NON RECOVERED FEES

11. **Counsel's normal fees**

In the event that, after settlement or assessment of costs, some of Counsel's normal fees are not recovered from the Opponent, the following shall apply:

The Solicitor **will NOT** be liable for any of Counsel's normal fees which are not recovered from the Opponent.

12. **Counsel's Success fees**

No success fee is payable under this agreement.

13. **Unrecovered fees following an Opponent's Part 36 Offer**

If the Opponent makes a Part 36 offer and the Client recovers damages and interest less than the offer and as a result also recovers no costs from some date after the Part 36 offer then:

[1] if Counsel advised that the offer should be accepted and the Client rejected that advice and pressed on, Counsel is entitled to normal fees for the work done after the Part 36 offer was made.

[2] if Counsel advised that the Part 36 offer be rejected then Counsel is not entitled to recover any fees from the date after which the Client recovered no costs because of the effect of the Part 36 offer.

Dispute between Counsel and Sdicator

14. In the event that the figure for past loss and general damages has (a) not been determined at trial or assessment; and (b) counsel and sdicator are unable to agree the appropriate level of general damages and past loss; and (c) Counsel's entitlement to fees is in dispute, the parties shall follow the procedure set out in 9(5) of the Terms and Conditions.

Dated «Curr Date»

Signed by counsel's Clerk on behalf of «Bar Name» with full authority:



_____ **Adrian Gage, Fees Clerk**

Additional Counsel _____

Additional Counsel _____

Signed by Sdicator:
