



# Conditional Fee Agreement

**For Claimant CICA Work  
And UNTRACED DRIVERS  
AGREEMENT WORK  
and other Tribunals  
but NOT Employment Tribunal Work**

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## THE NATURE OF THE AGREEMENT

In this agreement:

"Counsel" means \_\_\_\_\_ of 9 Gough Square,  
London and any other counsel either from Chambers or recommended by counsel who signs this agreement at  
any time at the solicitors request;

"Chambers" means members of chambers at 9 Gough Square, London EC4A 3DG

Chambers case number: \_\_\_\_\_

"the solicitor" means the firm: Messrs: \_\_\_\_\_

Reference of persons dealing with case: \_\_\_\_\_

"the client" means: \_\_\_\_\_

## THIS AGREEMENT

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 application for compensation arising out of an  
injury suffered on or about 1

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*It includes work already done and all further work to be undertaken by counsel in respect of the claim.  
This agreement incorporates the standard terms of the chambers of 9 Gough Square for  
counsel/solicitor conditional fee agreements relating to CICA tribunal and untraced drivers agreement  
applications , which will be provided on request or are specifically agreed between counsel and the solicitor.*

## WHAT IS COVERED BY THIS AGREEMENT

This agreement lasts until

1. the application is won, lost or otherwise concluded or
2. this agreement is terminated.

It relates to:

- (a) issues of jurisdiction, eligibility, causation and damages.
- (b) any appeal against an award of compensation by any other party.
- (c) any appeal by the client advised by counsel.
- (d) any arbitration under the Untraced Drivers Agreement.

DELIVERY OF THE BRIEF BY THE SOLICITOR

The solicitor agrees to deliver the brief for trial not less than 14 days before any hearing of all issues or of any preliminary issue, and the brief shall be deemed delivered 14 days before the hearing for the purpose of counsel's entitlement to a brief fee.

COUNSEL'S NORMAL FEES

1. **The 'normal rate'** for counsel's fees upon which counsel's success fee is to be applied will be as follows:-

(a) **Advisory work, drafting and interlocutory hearings**

For reading papers, preparation, drafting and written or oral advice; and for interlocutory work including reading instructions, preparation, waiting at a hearing and advocacy:

at an hourly rate of £ \_\_\_\_\_ ph

(b) **Hearings:**

**Brief fee**

Counsel's "daily rate" for such work in such field is: £ \_\_\_\_\_ pd

The brief fee is calculated at the time when the brief is delivered by the multiplying the daily rate by the estimated number of days the hearing will last, plus 1 daily rate. [so for a 5 day trial: 6 x the daily rate]

**Refreshers**

In accordance with counsel's daily refresher rate for such work in this field, currently:

£ \_\_\_\_\_ pd

2. **Renegotiating Counsel's fees**

(a) 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.

(b) If the application is settled or goes short Counsel will consider the Solicitor's reasonable requests to reduce his/her brief fees set out above.

3. **Review**

(a) Counsel's normal rates will be increased by any increase in the rate of inflation measured by the Retail Prices Index on each successive anniversary of the date of these terms.

(b) After three years have passed from the date of this agreement counsel's normal rates will be increased by an additional 5% pa.

**COUNSEL'S SUCCESS FEE**

1. The rate of counsel's success fee will be .....
2. The reasons for counsel's success fee are set out in counsel's risk assessment.
3. No part of these percentages relates to the postponement of counsel's fees.

Dated: -----

Signed by counsel:  
or by his/her clerk [*with counsel's authority*] -----

Additional counsel: -----

Additional counsel: -----

Signed by solicitor: -----

**COUNSEL'S RISK ASSESSMENT**

**Name of client:**

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**Counsel's reference:**

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**1. The Success Fee:**

See the agreement.

**2. The success fee takes into account:**

- (a) an element to reflect the prospects of success (as to which see below);
- (b) an element to reflect the fact that the claimant might not pursue his application for any reason (e.g. he may move abroad, die, lose interest, become a patient);
- (c) the possibility that the application may not be pursued to a successful conclusion if it is considered that it may be lost or it becomes uneconomic or unreasonable for the application to proceed (e.g. costs may become disproportionately high)
- (d) further evidence may come to light which is adverse to the claim;
- (e) material evidence may be lost;
- (f) evidence may not come up to proof;

**3. The Prospects of Success:**

The prospects of success are estimated by counsel as       %       .

**4. Statement of Reasons**

For counsel's assessment of the prospects of success other than the risks common to all claims (here state the particular risks identified);

- TYPE OF CASE:
- CLAIMANT'S EVIDENCE:
- OTHER LAY EVIDENCE:
- MEDICAL EVIDENCE:
- OTHER EXPERT EVIDENCE:
- MEDICAL RECORDS:
- OTHER DOCUMENTS:
- STRENGTH OF POSSIBLE DEFENCES :

**5. Postponement:**

Postponement of receipt of fees is not taken into account in the success fee.

Signed: -----

Dated: -----

**THIS IS NOT AN ADVICE**

**NOTE**

1. This is not an advice to the client or solicitor. It is a risk assessment made by counsel for his/her own purposes in deciding whether or not to accept instructions upon a conditional fee basis, and, if so, upon what percentage increase (i.e. success fee). It also constitutes counsel's statement of reasons for the percentage increase referred to in the agreement. Counsel will advise as appropriate in the course of the proceedings only after he/she has accepted instructions.

END