

LAMB CHAMBERS CONDITIONAL FEE AGREEMENT (Personal Injury cases) for use BETWEEN SOLICITORS AND COUNSEL on or after 31st January 2013

Csl's Ref:

Sol's Ref

Terminology

In this agreement:

"Counsel" means: _and any other counsel either from Chambers or recommended by counsel in accordance with clause 20 who signs this agreement at any time at the solicitor's request

"The solicitor" means the firm:

"The client" means:

[*acting by his/her Litigation

Friend, No _]

"Chambers" means members of chambers at Lamb Chambers, Lamb Building, Temple, London EC4Y 7AS

Instructions

The solicitor provided Counsel with instructions, see copy attached, date stamped and the documents listed there.

Incorporated Standard Terms

This Agreement forms the basis on which instructions are accepted by counsel from the solicitor to act under a conditional fee agreement and incorporates Chambers' standard CFA terms and conditions for PI cases which is available on Chambers' website and is incorporated in, but not annexed to this agreement.

Paragraphs [] of Chambers' standard CFA terms have been amended as shown and underlined on the copy annexed hereto. [Complete as appropriate]]*

This Agreement incorporates *The Standard Contractual Terms for the Supply of Legal Services By Barristers, Annexe T, of the Code of Conduct* ['the standard terms'] as if those terms were set out in a Schedule hereto. To the extent that there is conflict between the provisions of **this Agreement** and the provisions of the standard terms, the former will prevail.

What is covered by this agreement

- The client's claim for damages for personal injuries against ("the opponent(s)")

for damages for personal injuries suffered on: _

[Alternatively: resulting from exposure between _____ and _____]

[If either the name of the opponent(s) or the date of the incident/exposure are unclear then set out here as much detail as possible to give sufficient information for the client and solicitor to understand the basis of the claim pursued.]

until the claim is won, lost or otherwise concluded,
or this agreement is terminated,
[*or part only of proceedings as set out below]

- [Part only of proceedings, specifically: _____];
- Any appeal by the opponent(s);
- Any appeal the client makes against an interim order advised by Counsel;
- Negotiations about and/or a court assessment of the costs of this claim.

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 application under any award of provisional damages that might be obtained in these proceedings or to vary any order for periodical payments that might be obtained in the proceedings.
- Enforcement proceedings.

[NOTE: delete those parts of the proceedings to which the agreement relates or does not relate as appropriate]

The case is likely to be allocated to the *multi-track *fast track [and damages are likely to be in excess of *£500,000* £250,000, disregarding any possible reduction for contributory negligence].

DELIVERY OF BRIEF FOR TRIAL: The solicitor agrees to deliver the brief for trial of any issue (for example, limitation tried as a preliminary issue, trial on liability only, or an assessment of damages hearing) not less than _days/weeks* before the date fixed for hearing.

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): £

Brief fees and refreshers: calculated in accordance with the hourly rate above and can be agreed nearer to the date of hearing
[Please contact Counsel's Clerk if you require an indication of likely brief fees]

COUNSEL'S SUCCESS FEE is as follows:					
		Where Case Concludes:			
		at trial:	14 or 21 days before date fixed for trial (as applicable)	more than 14 or 21 days before date fixed for trial	Applicable row marked with a tick: ✓
GPR	Track	%	%	%	
Road Traffic Accident Claims (accident on/after 6.10.03)					
45.17	Multi Track:	100	75	12.5	
	Fast Tack:	100	50	12.5	
45.18(2); 45.19 (over £500,000)		100	75	[>20 or <7.5]	
Employers Liability Claims (injury sustained on/after 1.10.04)					
45.21	Multi Track:	100	75	25	
	Fast Tack:	100	50	25	
45.22 (over £ 500,000)		100	75	[>40 or <15]	
Employers Liability Disease Claims (letter of claim sent on/after 1.10.05)					
45.23(3)(c); 45.25 Asbestos ("Type A Claim")	Multi Track:	100	75	27.5	
	Fast Tack:	100	50	27.5	
45.26 Asbestos (over £ 250,000)		100	75	[>40 or <15]	
45.23(3)(d); 45.25 RSI & Stress ("Type B Claim")	Multi Track:	100	100	100	
	Fast Tack:	100	100	100	
45.26 RSI & Stress (over £ 250,000)		100	100	[less than 75]	
45.23(3)(e); 45.25 Other disease claim ("Type C Claim")	Multi Track	100	75	62.5	
	Fast Track	100	62.5	62.5	
45.26 Other disease (over £250,000)		100	[as appropriate]	[>75 or <50]	
Other Type of PI Claim					
[Fill in your success fee as appropriate]	Multi Track:	100			
	Fast Track:	100			

The reasons, briefly stated, for counsel's success fee are that at the time of entry into this agreement:

[tick all that apply]

- the percentage increase is fixed by CPR 45.....[specify];
- the percentage increase is fixed by CPR 45.....[specify] but CPR 45.18*, CPR 45.22*, or CPR 45.26* applies to this claim;
- the percentage increase sought is consistent with an industry-wide agreement for this type of case reached by representatives of both Claimants and Defendants under the supervision of the Civil Justice Council and there is no special reason to apply a different uplift in this case;
- the percentage increase reflects the prospects of success estimated in counsel's risk assessment which is *[not] attached to this agreement
- the length of postponement of the payment of counsel's fees and expenses is estimated at ___ year(s), and a further increase of% relates to that postponement and cannot be recovered from the opponent.

The success fee inclusive of any additional percentage relating to postponement cannot be more than 100% of counsel's normal fees in total.

Dated:

Signed by counsel

or by his/her clerk [with counsel's authority]

[Additional counsel*]

Date signed

Signed by:

Solicitor employee in Messrs:

The solicitors firm acting for the client

By signing and today returning to counsel the last page of this agreement the solicitor agrees to instruct counsel under the terms of this agreement and confirms that the Conditional Fee Agreement between the solicitor and client complies with ss. 58 and 58A of the Courts and Legal Services Act 1990 as amended.

DISCLAIMER: Counsel is not bound to act on a conditional fee basis until both parties have signed this agreement.

READY RECKONER (when assessing a one-stage uplift)

Prospects of "Success"	% Increase	Prospects of "Success"	% Increase
100%	0%	70%	43%
95%	5%	67%	50%
90%	11%	60%	67%
80%	25%	55%	82%
75%	33%	50%	100%

COUNSEL'S RISK ASSESSEMENT

[To help counsel make a Risk Assessment and give a Statement of Reasons for Conditional Fees in Personal Injury Cases]

- 1 The Solicitor has agreed with the client a *one-stage uplift, namely% or a two-stage uplift, namely% where the claim concludes at trial; or% where the claim concludes before a trial has commenced. The solicitor has*not included an element relating to the postponement of payment of basic charges.
- 2 The following stages of the proceedings have been completed: *pre-action protocol, statements of case, disclosure, exchange of evidence as to fact, exchange of expert evidence, case management conference(s), other (please specify)..... Attempts to settle the claim have failed; the defendant's latest offer (if any) was; the client's latest offer (if any) was (see letter(s) dated &).
- 3 Counsel estimates the overall prospects of success, taking all risk factors into account, in the region of %. This overall assessment is made irrespective of the date for delivery of the brief.
- 4 Counsel's reasons for setting the % increase at the level(s) stated in the agreement are:

[N.B. The ordinary risks of litigation and facts set out elsewhere in this form are deemed to be incorporated into this statement of reasons and do not need to be repeated here.]

Signed by Csl

Signed by counsel's clerk on counsel's behalf

Additional counsel for interlocutory hearings or other work

Dated