

CFA for use BETWEEN SOLICITORS AND COUNSEL on or after 1st March 2006

This agreement forms the basis on which instructions are accepted by counsel from the solicitor to act under a conditional fee agreement and incorporates Lamb Chambers' standard terms and conditions. Lamb Chambers' standard terms and conditions are based upon 'APIL/PIBA6'.

Please note that Lamb Chambers' standard terms and conditions differ from the APIL/PIBA model in that:

1. Paragraph 6 is altered by the addition of two circumstances where counsel may terminate the Agreement:
 - (a) Client's unreasonable failure to cooperate;
 - (b) Discovery by counsel that the client has legal expenses insurance which covers the claim and where counsel considers it unreasonable for the client to fund the case by way of Conditional Fee Agreement.
2. Paragraph 14(1) expressly defines "success" in the same terms as the Law Society has defined "win".

The standard terms and conditions are available on request.

This agreement is not a contract enforceable at law. The relationship of counsel and solicitor shall be governed by the Terms of Work under which barristers offer their services to solicitors and the Withdrawal of Credit Scheme as authorised by the General Council of the Bar as from time to time amended and set out in the Code of Conduct of the Bar of England and Wales, save that where such terms of work are inconsistent with the terms of this agreement the latter shall prevail.

Counsel's Ref: **Sol's Ref**

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.]

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

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

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 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 for 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: (these 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: ✓
CPR	Track	%	%	%	
Road Traffic Accident Claims (for 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 (for 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 (when 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	[fill in as appropriate]	[>75 or <50]	
Other Type of PI Claim					
[Fill in your success fee as appropriate]	Multi Track:	100			
	Fast Track:	100			

COUNSEL'S SUCCESS FEE is as follows:

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 dated ___/___/___ 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

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 percentage 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.]*

5 Further considerations:

Current APIL/PIBA 6 Agreement?	Yes/No
Case requiring screening?	Yes/No
Counsel has reason to believe the client is/may be, a child or patient	Yes/No
A leader is likely to be needed	Yes/No
This Statement of Reasons is to be attached to the CFA?	Yes/No

- 6. Counsel's decision: *Accepted; Rejected &/or advised alternative funding / ADR
- 7. Counsel's note of the next step due to be taken (if instructed on conditional fees) & any comment:
.....

Screened by on

Signed by screener

Signed by Counsel..... Dated