

Our Ref: «MATTER\_FEE\_EARNER\_ID»/«client\_no»/«matter\_no»

24 March 2022

Dear

**Re: «MATTER MATTER DESCRIPTION»**

We have discussed options for funding the costs of your case and It appears that none of these options are available or suitable and we have therefore agreed to act on a 'No Win, No Fee' basis. This is called a conditional fee agreement or CFA and we have enclosed the agreement with this letter.

I also enclose with this letter, what is known as a 'client care' letter, which sets out how work will be carried out on this matter under the CFA. Please keep this letter safe. You will see that the letter sets out our charging rates. Please rest assured that these figures are detailed, so we can recover our costs from the Defendants if the case is successful.

Definitions of words used in this letter and the accompanying CFA are explained in the attached glossary of terms.

### **If You Win Your Case**

If you win your case you will be liable to pay the costs detailed below. Some of these you may be able to claim from the Defendant. Details of the costs are shown in the enclosed agreement and are subject to VAT at the prevailing rate.

### **Our Base Costs**

These depend on how much time we spend on your case and are calculated on the hourly rates set out in the attached CFA. You can normally expect to recover a proportion of our base costs from the Defendant. Certain factors can reduce the amount of base costs you recover from the Defendant, for example if the Defendant makes a Part 36 offer to settle your claim which you do not subsequently beat, or the court considers your costs are disproportionate to the value of your claim. We will advise you if and when such factors arise.

### **Success Fee**

The success fee is calculated at «FW\_CN\_CLI\_INFO\_FW\_CN\_CFA\_SFPER»% of our base costs. This is our compensation for running the risk of not being paid base costs if you are not successful in winning case. This fee cannot be recovered from the Defendant, and you will be liable to pay it. The success fee is subject to a 'cap'. The success fee (including VAT) will not exceed 25% of certain 'damages' unless your claim or a specific issue in your claim

goes to appeal. In these circumstances the success fee (including VAT) will not exceed 100% of 'damages'. In summary unless your case goes to appeal you can expect to receive at least 75% of any compensation for past losses and pain, suffering and loss of amenity and 100% of any compensation for future losses and expenses.

#### Disbursements paid on your behalf

These can include court fees or expert fees and you can normally expect to recover a proportion of our disbursements from the Defendant. You will be liable to pay any shortfall. Certain factors can reduce the amount of disbursements you recover from your Defendant. We will normally try to instruct a barrister on a 'No Win, No Fee' basis. If so, we will advise you at the time what fees you will be liable to pay the barrister. If we cannot instruct a barrister on a 'No Win, No Fee', the barrister's fees will be treated the same as any other disbursement.

#### **If You Lose Your Case**

If you lose your case, you will not be liable to pay our base costs or a success fee under the terms of a CFA. However, you will be liable to pay any disbursements spent on your behalf, for example court fees, expert fees or any barrister who does not act on a no-win-no-fee basis. You will also be liable to pay the Defendant's costs.

#### **Ending this agreement**

##### Paying us if you end this agreement

You can end the agreement at any time. We then have the right to decide whether you must:

- pay our base costs and our disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges, and our disbursements including barristers' fees and success fees if you go on to win your claim for damages.

##### Paying us if we end this agreement

We can end this agreement if:

- you do not keep to your responsibilities. We then have the right to decide whether you must:
  - pay our basic charges and our disbursements including barristers' fees but not the success fee when we ask for them; or
  - pay our basic charges and our disbursements including barristers' fees and success fees if you go on to win your claim for damages.
- we believe you are unlikely to win. If this happens, you will only have to pay our disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.

- you reject our opinion about making a settlement with your opponent. You must then:
  - pay the basic charges and our disbursements, including barristers' fees;
  - pay the success fee if you go on to win your claim for damages.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay the cost of a second opinion.

- you do not pay your insurance premium when asked to do so.

### Death

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

### **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.

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.

### **Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason. We will not start work during the cancellation period unless you expressly ask us to. The 'Instructions for Cancellation' notice, which can be found at Schedule 3 of the enclosed CFA. This will explain how to cancel, the effect of cancellation and what you will be liable for if you ask us to start work during the cancellation period.

### **Forms of Authority**

As well as the documents mentioned above relating to the CFA, I have also enclosed forms of authority for you to complete in order to allow me to obtain your medical records. Please check the details on the forms before signing them and returning them to me. Once I have received the forms I will then apply for copies of your medical records.

### **What you need to do**

This letter encloses:

- The Conditional Fee Agreement in duplicate - Please sign where indicated and return one copy of the agreement to us.
- Request to start work during the cancellation period form - if you would like us to start work during the cancellation period, please complete, sign and return this enclosed form.
- Forms of Authority - Please check, complete and sign these and return to us.

If you have any queries or concerns about this letter or the enclosed documents, please do not hesitate to contact us. I look forward to hearing from you soon.

Yours sincerely

**«CALCULATION\_FEE\_EARNER\_DESCRIPTION»**  
**«PRACTICEINFO\_PRACTICE\_NAME»**