



**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) \* £100.00

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	£1,600.00
3 to 5 days	12	£3,200.00
6 to 8 days	18	£5,050.00
9 to 12 days	24	£7,650.00
13 to 20 days	30	£11,400.00

**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	£300.00
One hour to half a day	3	£450.00
Half a day to one day	4	£650.00

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\*: £500.00

**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>Counsels Success Fees:</b>		<b>Case Concludes:</b>			
		<b>at trial:</b>	<b>14 or 21 days before date fixed for trial</b>	<b>more than 14 or 21 days before date fixed for trial</b>	<b>Applicable row marked with a tick: ✓</b>
<b>CPR</b>	<b>Track</b>	<b>%</b>	<b>%</b>	<b>%</b>	
<b>Road Traffic Accident Claims (for accident after 6.10.03)</b>					
45.17	Multi Track:	100	75	12.5	
	Fast Tack:	100	50	12.5	
45.18(2); 45. 19 (over £500,000)		100	75	More than 20 or less than 7.5	
<b>Employers Liability Claims (for injury sustained after 1.10.04)</b>					
45.21	Multi Track:	100	75	25	
	Fast Tack:	100	50	25	
45.22 (over £ 500, 000)		100	75	More than 40 or less than 15	
<b>Employers Liability Disease Claims (when letter of claim sent after 1.10.05)</b>					
45.23 (3)(a) Asbestos	Multi Track:	100	75	27.5	
	Fast Tack:	100	50	27.5	
45.26 Asbestos Over £ 250, 000		100	75	More than 40/ less than 15	
45.23(3)(d) RSI & Stress	Multi Track:	100	100	100	
	Fast Tack:	100	100	100	
45.26 RSI & Stress Over £ 250, 000		100	100	Less than 75	
45.23(e) Other disease claim	Multi Track	100	75	62.5	
	Fast Track	100	62.5	62.5	
45.26 Other disease claim Over £250,000		100	...	More than 75 or less than 50	
<b>Other Type of PI Claim</b>					
	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:

- 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 % 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.

**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 Csl'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.]*

**5 Further considerations:**

Current APIL/PIBA 5 Agreement?	√/x
Case requiring screening?	√/x
Csl has reason to believe the client is/may be, a child or patient	√/x
A leader is likely to be needed	√/x
This Statement of Reasons is to be attached to the CFA?	√/x

6. Csl's **decision**: \*Accepted; Rejected &/or advised alternative funding / ADR
7. Csl'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 Csl..... Dated .....**

The ready reckoner is included for use only as a familiar aide-memoire when assessing a one stage uplift from the overall prospects of success:

## READY RECKONER

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