

***AGREEMENT INCORPORATING THE CHANCERY BAR ASSOCIATION'S
CONDITIONAL FEE CONDITIONS 2019***

THIS CONDITIONAL FEE AGREEMENT is made

between

«Barrister Name» of Parklane Plowden (“Counsel”)

and

«Company Name» (“the Solicitor”)

Case Ref: **«Case_ID»**

Sol’s Ref: **«Case_ContactRef»**

1. This Agreement contains the terms and conditions upon which Counsel agrees to act in the Action on behalf of the Client.

2. Parts 1 & 2 and/or Part 3 **[delete reference to Part 3 if reduced fees are not to be claimed upon unsuccessful conclusion]** of the Chancery Bar Association’s Conditional Fee Conditions 2019 (“**the Conditions**”) are incorporated in, but not annexed to, this Agreement so far as they are not inconsistent with and as varied by this Agreement and are available on the Chancery Bar Association’s website: <https://www.chba.org.uk/for-members/library/cfas>. The relationship between the parties shall be governed by the Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons 2012 as referred to in Rule rC30.9c of the BSB Handbook, as amended from time to time (“**the Standard Contractual Terms**”) the full terms of which can be found on the Bar Standards Board website: <https://www.barcouncilethics.co.uk/wp-content/uploads/2017/10/22.05.18-approved-contractual-terms-for-GDPR-pdf2.pdf>. Where such terms are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail (for the avoidance

of doubt, references to the “Agreement” in the Standard Contractual Terms are to be understood to include this Agreement and Clause 17.1 of the Standard Contractual Terms is not intended to exclude this Agreement).

3. This Agreement is intended to create a contract enforceable at law.
4. The Action is the claim between «CFA Client» and «CFA Opponents» and/or any other Defendant or proposed Defendant in this action brought by the Claimant.
5. The Base Rate for Counsel’s fees to which the Uplift for the Uplifted Rate is to be applied (or, where applicable, to which the Discount for the Discounted Rate is to be applied), is as follows:
 - (1) as regards all work other than Court appearances, in accordance with his/her hourly rate applicable to the type of work involved in the Action, currently **£«CFA AdvisoryWork»** per hour plus VAT,
 - (2) for an interlocutory hearing, the fee will be based on the number of hours which Counsel reasonably considers are required for preparation plus the number of hours which Counsel reasonably considers that the hearing is due to last, charged at the rate of **£.....** per hour plus VAT. If the hearing lasts longer than the estimated time then a pro rata hourly rate will be applied,
 - (3) for the trial, the brief fee will be assessed on a daily rate of **£.....** plus VAT for each day of preparation plus the first day trial. If the case is adjourned for any reason including reading days, a daily fee will be charged based on subclause (4) below,

- (4) as regards refreshers, in accordance with his/her daily rate for the type of work involved in the Action, currently £... plus VAT per day,
 - (5) in the event that the trial does not commence on the fixed or floating date each day of non sitting will be charged at Counsel's refresher rate or pro rota if Counsel continues to work on preparation,
 - (6) in the event of the trial being adjourned for more than one month, a re-reading fee based on the hourly rate specified in subclause (1) above will be charged, and
 - (7) in the event of a mediation a daily rate of £.... plus VAT will be charged. This will include the first two hours of preparation.
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6. The Client is «CFA Client».
 7. The Opposing Party is «CFA Opponents» but also includes any other Defendant or proposed Defendant in this action brought by the Claimant.
 8. The Uplift which is to apply to Counsel's fees is [....]% [*Check your applicable uplift is lawful – e.g. in personal injury actions at first instance, any success fee is subject to a cap of 25% of damages. The Jackson Reforms were not initially applicable to insolvency proceedings but apply to them after April 2016.]*
 9. The reason for setting the Uplift at that rate is [*set out all relevant considerations: for example, the complexity of the issues in the Action; the risk to counsel that the claim will not succeed or that (if successful) the Opposing Party will have inadequate*

means to pay sufficient sums to meet the costs; the size of the Claim; the urgency of the matter; and the importance of the case to the client.].

10. The relief for the purposes of Success means *[define as appropriate: for example, the claim in the Action is determined in the Client's favour whether by the Court or by agreement between the parties to the Action, or in any other way so that the Client derives benefit from pursuing/defending the Claim.]* This is irrespective of recovery of any monies that may be due pursuant to the determination in the Client's favour.
11. In the event Counsel does not appear at any interlocutory hearing in the circumstances referred to in Condition 4 or returns any brief or instructions in the Action in the circumstances set out in Condition 5, Counsel shall use reasonable endeavours to arrange that Other Acceptable Counsel will take over and act on a conditional fee basis but Counsel does not warrant that he/she will be able to arrange for Other Acceptable Counsel to take over and if Other Acceptable Counsel does not agree for whatever reason to act on a conditional fee basis, that will not be a breach of this Agreement or retainer by Counsel.
12. The rate of interest for the purposes of Condition 20 shall be 4%.
13. The period for the purposes of Condition 21 shall be 3 months from the conclusion of the Action.
14. The Discount is *[.....]%* and the Discounted Rate is the Base Rate multiplied by the Discount. *[Delete if not applicable]*

15. If, at any time you or your client experience any cause for complaint in your dealings with any member of Chambers or member of staff please refer to our documented complaints procedure on our website: <http://www.parklaneplowden.co.uk/complaints/>

Dated:

«CaseCreatedDate»

Signed by Counsel:

**Or by his/her Clerk:
(with Counsel's authority)**

Signed by Solicitor:

«Company_Name» «Case_ID»