

CONDITIONAL FEE AGREEMENT (CFA)

What is a Conditional Fee Agreement?

When we act on behalf of clients who wish to seek compensation for injury and loss arising from an accident, then, in most cases, we will advise that they instruct us under a CFA, or 'No Win, No Fee' agreement.

A CFA, or Conditional Fee Agreement, is an arrangement whereby you pay our fees if your claim is successful, but only after you've received the compensation due to you. This agreement allows a person to bring a claim without taking any personal financial risk of losing money should the claim be unsuccessful.

What do you pay if you lose?

Nothing. Under the CFA, we share the risk of losing with you – if we don't recover any compensation for you we don't get paid either, and we absorb the cost of the insurance policy which we recommend you take out. This is why the arrangement is also known as 'No Win, No Fee'.

What do you pay if you win?

If you win, then the majority of our costs will be paid for by the other party although you may have to make a contribution towards any of our costs which are unpaid. We charge a success fee which reflects the risk we are taking in pursuing the claim for you. This fee will never exceed 25% of the damages that you recover from the other party. In addition, you will need to pay for the insurance you take out, however, we will advise you of the costs of the policy beforehand.

What about the other party's legal fees?

These, generally, are not payable even if you are unsuccessful, save in limited circumstances such as failing to do better at a trial than an offer to settle

made by the other party. We recommend you take out an insurance policy to cover the risk of having to pay these legal fees. This insurance will also cover the costs we have to pay to third parties on your behalf (such as the cost of medical reports) in the event your claim is unsuccessful.

What does this all mean for me?

This means that if you don't recover any compensation, then:

- You do not pay our fees because it is 'no win, no fee';
- You do not have to pay your opponent's legal fees; and
- You do not have to pay for the insurance itself.

You, therefore, pay nothing.

If you recover compensation, then:

- You pay our success fee of no more than 25% of your compensation plus the insurance premium, and any shortfall of our costs not recovered by third parties (if any).

Do we charge for the cost of assessing your claim?

Some firms of solicitors will charge a fee in order to assess the risk and to decide whether they will enter into one of these arrangements. Whilst we may not enter into a CFA with you immediately, and until we have assessed fully the risks involved in bringing your claim, we will not charge you for this assessment even if we do not wish to pursue the claim for you. Our assessment will normally be completed within working seven days.

Medical Negligence Claims

Medical Negligence Claims are claims where

compensation is sought for injury as a result of a medical professional's mistake or failure. This may be because of misdiagnosis, incorrect treatment or surgical mistakes, which then lead to an injury or an existing condition becoming worse.

These claims are considered differently by us because we will not know how difficult the claim against the medical professional will be until we have obtained your medical notes and records, and sought the advice of a medical expert who can tell us exactly what happened. We may ask you to pay these costs before deciding if we wish to proceed under a CFA arrangement. We will discuss this with you before taking any steps. If you are successful with your claim, then these expenses will be repaid by the other party at the end of the case.

When may you have to pay our fees?

There are certain limited circumstances where you may have to pay our fees whether you win or lose, despite the fact that you have instructed us under a 'No Win, No fee' agreement. These are where you:

- fail to give us instructions that allow us to do our work properly;
- instruct us to work in an improper or unreasonable way;
- deliberately mislead us;
- do not co-operate with us;
- refuse or fail to attend any medical or other expert's examination or any court hearing;
- reject our advice to make or accept an offer to settle your claim; or
- decide to instruct another solicitor before your matter is won or lost.