

CONDITIONAL FEE AGREEMENT

This agreement is a binding legal contract between:

We, Winn Solicitors Limited, the solicitors
and
You, The Client

Please read everything carefully.

Words like 'our disbursements', 'basic charges', 'success fee', and 'lose' are explained in condition 3 of the Standard Winn Solicitors CFA Conditions "the Conditions" which you should also read carefully.

Agreement date: Today

Before entering into this agreement with us we explained how this agreement would work and the main funding options available. We undertook a risk/benefit/funding analysis. We confirmed that we would answer any questions which you have at any time.

What is covered by this agreement

1. This agreement covers:
 - Your claim against the defendant for personal injury suffered on or about the accident date you have provided to us.
 - Any appeal by your opponent.
 - Any appeal you make against an interim order during the proceedings.
 - Any proceedings you take to enforce a judgement, order or agreement including for the avoidance of doubt proceedings to enforce payment of your costs.

What is not covered by this agreement

2. This agreement does not cover:
 - Any counterclaim against you.
 - Any appeal you make against any final judgement or order

Paying us – the circumstances in which our fees and expenses are payable

3. If you **win** your claim, subject to clause 8 below, you pay our **basic charges**, **disbursements** and a **success fee** limited in amount to the amounts of the basic charges, disbursements and success fee recovered by way of costs from your opponent or from any other third party ordered to pay your costs in your claim. **What this means is that we agree to limit our charges to you to the amount of costs recovered from your opponent. This enables us to guarantee that you will keep 100% of any damages awarded to you.**
4. It may be that your opponent makes a **Part 36 offer or payment** which you reject and, on our advice, your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. In those circumstances the amount of our **basic charges**, **disbursements** and **success fee** will be payable in accordance with the terms and limitations of clause 3 above.
5. If you win but on the way lose an **interim hearing**, you may be required to pay your opponent's charges for that hearing. Please see conditions 3(g) and 5 of **the Conditions**.

6. If on the way to winning or losing you win an interim hearing, then we are entitled to payment of our basic charges and disbursements related to that hearing which will be payable in accordance with the terms and limitations of clause 3 above, together with a success fee and on those basic charges if you win overall payable in accordance with the terms and limitations of clause 3 above.
7. If you lose, you pay your opponent's charges and disbursements. You may be able to take out an insurance policy against this risk. Please also see condition 3(i) and 5 of the Conditions. If you lose, you do not pay our basic charges, disbursements and success fee.

Payment of our costs whether or not costs are recovered

8. You will be liable to pay us our **basic charges, disbursements** and **success fee** whether or not they are recovered by way of costs from your opponent or from any other third party ordered to pay you costs in your claim if you:
 - a) Fail to co-operate with us;
 - b) Fail to attend any medical or expert examination or court hearing which we reasonably request you to attend;
 - c) Fail to give necessary instructions to us; or
 - d) Withdraw instructions from us.
 - e) If you are adjudged bankrupt or enter into an arrangement or composition with creditors.

Road Traffic Accidents

9. If your claim is settled before proceedings are issued then the Court will limit the amount of costs recoverable from your opponent. **However, as stated above, we agree to limit our charges to the amount of costs recovered from your opponent.**

Termination of this agreement

10. We may end this agreement before you **win** or **lose**. Please also see condition 7(b) of **the Conditions** for details. You may end this agreement at any time but please read 8(d) above.

Basic Charges

11. These are for work done from now until this agreement ends.

How we calculate our basic charges

12. These are calculated for each hour engaged on your matter [from now until the review date on 1st January]. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. The hourly rates are:
 - Grade A Solicitors with over eight years' post qualification experience including at least 8 years litigation experience £203.00 + 50% uplift.
 - Grade B - Solicitors and Legal Executives with over 4 years post qualification experience including at least 4 years litigation experience £180.00 + 50% uplift.
 - Grade C – Other Solicitors, Legal Executives, Fee Earners and Cost Draftsman with equivalent experience £151.00 + 50% uplift.
 - Grade D – Trainee Solicitors, Paralegals and other fee earners not included in the above categories £110.00 + 50% uplift.
 - Routine letters and telephone calls will be charged as units of one tenth of an hour.
Other letters and telephone calls will be charged on a time basis.

[We will review the hourly rates annually on the 1st January.]

Success fee

13. The success fee is set at 100% of basic charges, where the claim concludes at trial; or IF.ELA_claim25% ELSE12.5 % ENDwhere the claim concludes before a trial has commenced as set by prescribed rules. In addition 0% relates to the postponement of payment of our fees and expenses. The Success fee cannot be more than 100% of the basic charges in total.

Value added tax (VAT)

14. We add VAT, at the rate (now 17.5%) that applies when the work is done, to the total of our charges and success fee.

Winn Solicitors CFA Terms and Conditions

- 15 The **Winn Solicitors CFA Terms and Conditions** are attached because they are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything you are unclear about.

STANDARD WINN SOLICITORS' CFA CONDITIONS

1. Our responsibilities

We must:

- always act in your best interests, subject to our duty to the court;
- explain to you the risks and benefits of taking legal action;
- give you our best advice about whether to accept any offer of settlement;
- give you the best information possible about the likely costs of your claim for damages.

2. Your responsibilities

You must:

- co-operate with us;
- attend any medical or expert examination which we reasonably request you to attend;
- attend any court hearings which we reasonably request you to attend;
- give us instructions that allow us to do our work properly;
- See also clause 8 of the agreement.

3. Explanation of words used in the Conditional Fee Agreement

(a) *Advocacy*

Appearing for you at court hearings.

(b) *Basic Charges*

Our costs for the legal work we do on your claim for damages calculated at our standard hourly rates.

(c) *Claim*

Your demand for damages for personal injury whether or not court proceedings are issued.

(d) *Counterclaim*

A claim that your opponent makes against you in response to your claim.

(e) *Damages*

Money that you win whether by a court decision or settlement.

(f) *Our disbursements*

Payments we make on your behalf such as:

- court fees;
- experts' fees;
- accident report fees;
- travelling expenses.

(g) *Interim hearing*

A court hearing that is not final.

(h) *Lien*

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

(i) *Lose*

The court has dismissed your claim or you have stopped it on our advice.

(j) *Part 36 offers or payments*

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

(k) *Success fee*

The percentage of basic charges that we add to your bill if you win your claim for damages and that we will seek to recover from your opponent.

(l) *Win*

Your claim for damages is finally decided in your favour whether by a court decision or an agreement to pay you damages and costs. 'Finally' means that your opponent:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

In the context of an *interim hearing* a win shall amount to the securing of an order in your favour in respect of the subject matter with which the interim hearing was concerned.

4. What happens if you win?

If you win:

- You are then liable to pay all our basic charges, our disbursements and success fee only to the extent that they are recovered in respect of your claim by way of costs from your opponent or from any other third party ordered to pay you costs. However, if you fail to cooperate with us, fail to attend any medical or expert examination or court hearing which we reasonably request you to attend, or fail to give necessary instructions to us or withdraw instructions from us, or become a bankrupt, then you will be liable to pay our fees and expenses including success fees whether or not any costs are recovered in respect of your claim.

- If you and your opponent cannot agree the amount of costs, the court will decide how much you can recover.
- We are allowed to keep any interest your opponent pays on the charges.
- Payment for advocacy is explained in condition 6.
- You agree that if the court orders you or us to disclose to the court or to any other person the reasons for setting the success fee at the level stated in the agreement we/you may do so. You agree that the reasons for setting at the amount stated may be disclosed to your opponent in order to gain his or her agreement to pay the success fee.

If your opponent fails to pay

If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The charges of this action will become part of the basic charges.

5. What happens if you lose?

If you lose, you do not have to pay any of the basic charges, our disbursements or success fee. You will have to pay your opponent's legal charges and disbursements and you may be required to pay your opponent's legal charges and disbursements and you may be required to pay any premium for any policy of insurance that you may have taken out to cover the risks of incurring a costs liability in the proceedings.

If you are insured against payment of these amounts by your insurance policy, we will make a claim on your behalf and receive any resulting payment in your name. We will give you a statement of account for all money received and paid out.

If your opponent pays the charges of any hearing, they belong to us.

Payment for advocacy is dealt with in condition 6.

6. Payment for advocacy

The cost of any advocacy we do on your behalf, or any advocacy or other work undertaken by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

Barristers who have a "no win no fee" conditional fee agreement with us

If you win, you will be liable to pay the barrister only to the extent that his fees including any success fee are recovered from your opponent. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. We will discuss the barrister's success fee with you before we instruct him or her. If you lose, you pay the barrister nothing.

Barristers who do not have a "no win no fee" conditional fee agreement with us

If you win, then you will be liable to pay the barrister only to the extent that his fees are recovered from your opponent. If you lose, you pay the barrister nothing.

7. What happens when this agreement ends before your claim for damages ends?

(a) You can end the agreement at any time. You must pay all our outstanding basic costs and disbursements including barristers' fees whether or not they are recovered as costs in the proceedings. [You must also pay us our success fee if you go on to win your claim].

(b) We can end this agreement if you do not keep to your responsibilities in condition 2. You must then pay all our outstanding basic costs and disbursements including barristers' fees whether or not they are recovered as costs in the proceedings. [You must also pay us our success fees if you go on to win your claim].

(c) We can end this agreement if you reject our opinion about making a settlement with your opponent. If this happens you will not have to pay us our fees and expenses save for those recovered as costs from your opponent or from any other third party ordered to pay you costs in your claim.

(d) We can end this agreement if we believe that you are unlikely to win. If this happens you will not have to pay us our fees and expenses save for those recovered as costs from your opponent or from any other third party ordered to pay you costs in your claim.

(e) This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to be paid our fees and expenses incurred up to the date of your death from your estate but only to the extent that they are recovered by way of costs from your opponent or from any other third party ordered to pay you costs in your claim.

8. What happens after this agreement ends

After this agreement ends, we will apply to have our name removed from the record of any court proceedings in which we are acting.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed.

9. What happens if appropriate Before Event Insurance is found?

If appropriate Before Event Insurance is found within 90 days of the date of this agreement we will not claim our success fee providing the following conditions apply:-

- The policy is deemed by us suitable taking into account our knowledge of the industry, practices and discussions with other solicitors and sources.(There are a lot of dubious Before Event Insurance policies in operation whereby cover is either not properly provided or withdrawn at a late stage making it difficult to progress cases properly).

- Before Event Insurers sign a conflict questionnaire to confirm no conflict and compliance with what we view as good practice.
- The Before Event Insurer provides a copy of the policy, conditions of acting for panel solicitors and non panel solicitors where requested to do so.
- The Before Event Insurer provides any additional details reasonably required by us.
- The Before Event Insurer confirms activation of the policy, does not act unreasonably and does not withdraw cover without obvious good reason.

10. Disbursements

These are costs we incur on your behalf but not our time I.e, court fees, expert's fees, accident report fees, travelling expenses, medical report fees, engineer's fees, medical treatments etc.

11. Costs Estimate

It is very difficult to estimate costs. Two cases which seem identical and indeed are identical can result in vastly different costs. In one case the third party insurer may admit liability straightaway and the claim is dealt with for less than £2,000 inclusive of vat and disbursements. Another identical case may be met with a denial of liability, all sorts of legal & technical challenges/arguments and could cost £40,000 inclusive. If your case is settled without the issue of proceedings the costs involved would be likely to be between £1,000 and £10,000 inclusive. They are likely to be settled under a fixed formula. If settled after issue of proceedings to court costs are likely to be between £4,000 and £50,000 inclusive of profit costs, vat and disbursements. The guarantee in the CFA applies but you are still permitted to have a right of assessment of our costs should you chose to do so even though another party is paying. The right to assessment may be more relevant if for any reason you don't co-operate, transfer instructions or breach the agreement in which case you may choose to have the costs assessed and the procedure will be attached to the bill when presented.

12. Interests in On-Hire/On Medical

The Directors of this company have an interest in On-Hire/On Medical who provide credit hire, credit repair, credit recovery & storage, medical services and associated services. These organisations are not regulated by the Solicitors Regulatory Regulatory & they are not Solicitors. The Solicitors Regulatory Regulatory only regulates Winn Solicitors Limited.

The services of credit hire/credit repair/credit recovery and storage/medical storages and associated services are not provided by Winn's and are subject to On-Hire and On-Medical's own agreements. These should be read carefully. For any of these services you must have a reasonable need and must mitigate your loss ie if you take a hire car you will need to say if you go away on holiday and don't need the vehicle for a period of time etc.

13. Cancellation

You may cancel this agreement within 7 days of signing it by notifying us, in writing, by recorded delivery. Any other form of service is not good service.

14. Procedure at the end of the case

We will keep your file for a period of 6years in our closed file store and then destroy it. It is kept for 6 years as the Solicitors Regulatory Regulatory undertake an audit of Solicitors files to check that they have followed best practice. As the file are kept in long term storage until after the 6 year period it is expensive to retrieve them and a charge is made of £10 should you wish to recover the file after it has been closed.

15. Final Order

We will confirm to you in writing the terms of any final settlement or order of the Court.

16. Appeal

If your case is unsuccessful you have a right to appeal against the decision made by the Court. Strict time limits apply and you will need to lodge an appeal immediately if you are unhappy with the result.

17. Improvements

We endeavour to provide the best possible service.

If for any reason you believe you have not received the best possible service please contact our Managing Director (Jeff Winn) who would welcome any suggestions for improvements and is happy to deal with any complaints.

18. Complaints Procedure

All complaints are referred to our Managing Director who will reply to you within 7 days and seek to resolve the complaint within 28 days. However, if you are unhappy with our findings in your complaint we can arrange an arbitrator to undertake binding arbitration on the basis that if finds that we were at fault we will pay the arbitrator's fee. However, if he finds that we are innocent then you pay his fee. In the first instances it would be agreed that we would split his fee which is usually between £300 and £1,000 equally and we will both pay 50% in advance. On the final determination the party who lost would pay the remaining fee to the arbitrator

19. Authority to negotiate and settle a claim

You agree that we are permitted to negotiate and settle your claim or any aspect of your claim in terms which we view as reasonable. This authority persists even if we have lost contact with you because you have moved or for other reasons. If we lose contact with you and you have not notified us of your new address or telephone number by registered post within 6 months any damages received you authorise to be paid to a charity of our choice.

20. Data Protection

You consent to us processing your information and using this information in furtherance of your claim. You also agree to our disclosure of this information to appropriate experts, counsel and any others to whom it would be appropriate to do so. You agree to disclosure to any regulatory authority any information which is necessary to be provided under the law. You agree to us holding and using any data collected for keeping you updated as to our services.

21. Regulation

We are regulated by the Solicitors Regulatory Authority and if we do not deal with any complaints you have appropriately you may write to them at the following address:- Solicitors Regulation Authority, 8 Dormer Place, Leamington Spa, Warwickshire CV32 5AE.

We are not authorised by the Financial Services Authority as we are regulated by the Solicitors Regulatory Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry out insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulatory Authority. The register can be accessed via the Financial Services Authority web site at www.fsa.gov.uk/register.