



# Agreement 2 - Conditional Fee Agreement

We: SSB Law of Ground Floor, Navigation House, 1 South Quay Drive, Sheffield S2 5SU (the Solicitor)

You: (the Client)

## 1. What is covered by this agreement?

- Your claim for the recovery of undisclosed commissions arising from the purchase of Payment Protection Insurance (PPI);
- Any appeal by the opponent;
- Any appeal You make against an interim order during the proceedings;
- Any proceedings You take to enforce a judgment, order or agreement;
- Negotiations about and/or a court assessment of the costs of this claim;
- Any pre-action applications, or interim applications within the main claim

## 2. What is not covered by this agreement?

- Any counterclaim against You;
- Any appeal you make against a final order

## 3. What do You pay if you win?

If You win Your claim, or if You win any distinct part of Your claim in 1a – 1f above, You must pay costs made up as follows: Our charges as defined at 8 below for the claim, or for the distinct part of it that You have won, a success fee on Our charges as defined at 9 below, any expenses and disbursements incurred (including a fixed disbursement which covers legal support services and a quantum calculation) and the cost of the ATE policy. can be paid a reasonable amount for the work that we do, we must therefore give you notice that Our charges are not limited to the amount of costs that are recovered from Your Opponent.

By signing this agreement, you agree that the amounts that we charge you, both in respect of our basic charges and our success fee, are not limited to the amounts that Your Opponent may be ordered to pay.

This is an express agreement under Civil Procedure Rule 46.9.2 to disapply the provisions of s.74(3) Solicitors Act 1974, which would otherwise restrict our base costs to the amounts that Your Opponent may be ordered to pay. If you would like further advice on this aspect, please let us know BEFORE YOU SIGN.

If You win Your claim, we will limit Our charges You must pay Us, to the extent that they are not recovered from the opponent, to 42% of Your damages including VAT.

You will also be responsible for the costs of any other expenses and disbursements that we may incur on your behalf, such as court fees or an expert report.

You will also be responsible for the cost of the ATE policy in the sum of £222.88\* (\*this is the cost of the ATE policy in claims that proceed in the small claims track, which is the usual track for these claims. In the event that your claim proceeds in the fast track the cost of the ATE policy will be £1,064.00)

## 4. How do we define a “win”?

Win means (a) any outcome that results in an Order or Agreement, whether in respect of all or any one of the aspects covered at 1a – 1f above, that your opponent pays your costs, or (b) Your claim for damages is finally decided in Your favour, whether by a court decision or an agreement to pay You damages or in any way that You derive benefit from pursuing Your case.

## 5. How do we define a “Loss”?

A “loss” means any outcome that does not result in a “Win” under the above definition

## 6. What do You pay if You lose?

If You lose, You do not pay Us for any of Our charges for time spent or a success fee so long as You have kept to Your responsibilities set out in section 11. You will have to pay Our expenses and disbursements, including the fixed disbursement which covers legal support services and a quantum calculation, and You may be liable to pay some or all of Your opponent’s costs but all of these will be covered by your ATE policy as long as you have complied with the terms and conditions of both this agreement and your ATE policy.

## 7. Expenses and disbursements

These are sums that We must pay to third parties in order to progress Your claim. We will pay any expenses and disbursements as the case progresses. Typically in these cases these will be limited to expert fees, Court fees ,barrister’s fees and a fixed disbursement of £500 plus VAT (£600) which covers legal support services, including a quantum calculation)

## 8. Our charges for time spent

We will charge You for all work done on Your claim, regardless of whether that work took place before this agreement came into effect. These charges are calculated to the nearest 1/10th of an hour for the work done. Routine letters and telephone calls will be charged at 1/10th of an hour. The hourly rate is £400 plus VAT per hour regardless of the qualifications or experience of the fee earner doing the work on Your case.

We reserve the right to increase the hourly rates each year. We will notify You of any change of the rate in writing.

This hourly rate is much higher than the normal typical hourly rate charged for legal work for claims with the typical value of damages involved in Your claim. We charge this rate so that we can ensure that work of this value remains commercial and profitable for Us. Alternative solicitors may charge You either a lower hourly rate or may charge You on a different basis to us and we would recommend that You shop around before deciding to instruct Us based on these terms.

## 9. Success Fee

If You win Your claim, We will charge You a success fee. This is calculated at 100% of Our charges described in 8 above. We charge this success fee independent of any risks in Your case so that work of this value remains commercial and profitable for Us.

Alternative solicitors may charge a lower success fee for this work and we would recommend that You shop around before deciding to instruct Us. To the extent that it is necessary for the purposes of complying with section 58 of the Courts and Legal Services Act 1990 (as amended), the success fee exclusive of VAT will additionally be subject to those same maximum limits

## 10. Overall limit on Our Charges

If You win Your claim, We will limit Our charges You must pay Us, to the extent that they are not recovered from the opponent, to 42% of Your damages including VAT.

For example, if We recover damages on Your behalf of £5,000 and Your Opponent pays £100 inclusive of VAT towards Your costs then you will be responsible for the following –

- Our fee, which will be £1750 plus VAT (£2100) including the fixed disbursement

- 2. Any other expenses and disbursements incurred on your behalf, such as court fees or an expert report fee
- 3. The ATE policy in the sum of £222.88\*
- 4. Our further fee of £100 inclusive of VAT (which will be met by Your Opponent)

12. This is a contentious business agreement within the meaning of section 59 of the Solicitors Act 1974. As a consequence your entitlement to challenge Our fees under s.70 Solicitors Act 1974 is limited. If you would like further advice on this aspect, please let us know BEFORE YOU SIGN.

**11. Ending this agreement**

If You have a right to cancel this agreement under Schedule 1 (see page 2) and do so within the 14 day time limit, You will pay nothing. Otherwise if You end this agreement before You win or lose, You will pay Our charges for time spent and expenses and disbursements. Otherwise If You end this agreement, You must pay Our fees and disbursements together with the cost of the ATE policy immediately which, if compensation or a refund has been paid / achieved or is to be paid / achieved, will be calculated as if You had won or, if no compensation or a refund has been paid / achieved or is to be paid / achieved, will be calculated by reference to Our time spent for work done on an hourly rate basis at the hourly rates set out under "Paying Us if You Win", along with the fixed disbursement, which covers legal support services and a quantum calculation, and the cost of the ATE policy. We round up the hours worked to the nearest 1/10th of an hour. We will add VAT to any fees that are subject to VAT at the rate that applies at the time the work is done.

We can end this agreement in certain circumstances:

a. If You do not keep to your responsibilities. Your responsibilities are –

- to provide instructions in an honest and timely manner
- to keep Us updated with Your contact details
- to attend any court hearing that we may ask you to attend

b. We then have the right to decide whether You must:

Pay Our fees for time spent and Our expenses and disbursements including the fixed disbursement described at sections 7 and 8 above when We ask for them; or

- Pay Our charges for time spent and Our expenses and disbursements as defined in the "Paying Us if You win" section if You go on to win Your claim;

c. We can end this agreement if We believe that You are unlikely to win. If this happens, You will only have to pay Us Our expenses and disbursements as set out under the "Paying Us if You lose" section but they will be covered by your ATE policy as long as you have complied with the terms and conditions of both this agreement and your ATE policy

d. We can end this agreement if You reject Our opinion about making a settlement with Your opponent.

e. We then have the right to decide whether You must:

- Pay Our fees for time spent and Our expenses and disbursements including the fixed disbursement described at sections 7 and 8 above when We ask for them; or
- Pay Our charges for time spent and Our expenses and disbursements as defined in the "Paying Us if You win" section if You go on to win Your claim;

This agreement automatically ends if You die before Your claim is concluded. We will be entitled to recover Our charges up to the date of Your death from Your estate on the same basis as that set out in the "Paying Us if You end this agreement" section. If your personal representatives wish to continue Your claim for Damages, We may offer them a new conditional fee agreement.

**Client 1 Signature\***

**\*for joint policies both clients need to sign**

**Sign Here**



**Date**

**Client 2 Signature\***

**Date**

**Sign Here**

