

CFA

This agreement is a binding legal contract between you and your solicitor/s. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Law Society document "What you need to know about a CFA".

Agreement date [.....]

We, the solicitors MIT Solicitors Ltd

You, the client,

What is covered by this agreement:

- Your claim for damages for personal injury suffered on
- Any appeal by your opponent.
- Any appeal you make against an interim order.
- Any proceedings you take to enforce a judgment, order or agreement.
- Negotiations about and/or a court assessment of the costs of this claim.

What is not covered by this agreement:

- Any counterclaim against you.
- Any appeal you make against the final judgment order.

Paying us

If you win, you are entitled to seek recovery of our basic charges, expenses and the disbursements from your Opponent, but not the success fee or any insurance premium (which you may wish to take out). If you lose you do not pay our charges.

It may be that your opponent makes a Part 36 offer or payment which you reject on our advice and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. If this happens, we will **not add our success fee to the basic charges** for the work done after we received notice of the offer or payment.

If you receive interim damages, we may require you to pay our disbursements at that point and a reasonable amount for our future disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges our disbursements and success fee at that point.

If you lose after proceedings have been issued you may be liable to pay some or all of your opponents costs. However you will normally have the benefit of Qualified One-Way Cost Shifting so the court will not usually enforce an order for costs against you, unless (1) the proceedings have been struck out, (2) the claim is fundamentally dishonest or (3) the claim includes a claim for the financial benefit of someone else.

The Success Fee

The success fee is set at 100% of basic charges, where the claim concludes at trial or where the claim concludes before a trial has commenced. We take this fee from your compensation but under no circumstances can it be more than 25% of your compensation. The success fee is inclusive of any additional percentage relating to postponement and cannot be more than 100% of the basic charges in total but applies only to proceedings at the first instance and not to other proceedings (eg appeal against a final judgment).

Termination

If you end this agreement before you win or lose, you pay our basic charges, expenses and disbursements. If you win you only pay our success fee. We may end this agreement before you win or lose, with the consequences set out in the Law Society Conditions.

Other points

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

Signatures

Signed by the client:

Signed by the solicitor: