

**THIS AGREEMENT** is made

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between

(“Counsel”) and

(“the Solicitor”)

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 and 2 of the Chancery Bar Association’s Conditional Fee Conditions 2002.1 annexed hereto (“the Conditions”) are incorporated in this agreement.
2. Parts 1 and 3 of the Chancery Bar Association’s Conditional Fee Conditions 2002.1 annexed hereto (“the Conditions”) are incorporated in this agreement.
3. This agreement is a contract enforceable at law.
3. This agreement is not a contract enforceable at law.
4. The Action is

5. The Base Rate for Counsel's fees to which the Uplift for the Uplifted 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 £            per hour,
- (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,
- (3) for the trial, the brief fee will be £            based on an estimated duration of            days but in the event that the estimated duration is greater or less than            days the brief fee will be increased or decreased by £            for each day the estimated duration is greater or less than            days,
- (4) as regards refreshers, in accordance with his/her daily rate for the type of work involved in the Action, currently £            per day, and
- (5) 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.

6. The Client is

7. The Opposing Party is
  
8. The Uplift which is to apply to Counsel's fees is %.
  
9. The reason for setting the Uplift at that rate are:

and the cost to Counsel of the postponement of the payment of his/her fees and expenses.

% relates to the cost to Counsel of the postponement of the payment of his/her fees and expenses.

10. 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.

11. Relief for the purposes of Success means

12. The rate of interest for the purposes of Condition 22 shall be %.

13. The period for the purposes of Condition 23 shall be .

14. Condition 24 will not apply but the Solicitor will be obliged to pay Counsel's fees at the Uplifted Rate only if and to the extent that the Client or the Solicitor recovers any sum whether by way of costs or damages or otherwise from the Opposing Party or under the Costs Insurance unless the failure to recover such sum is caused by the fault of the Solicitor or the Client.

15. The Reduced Rate is % of the Base Rate

Signed

Counsel

the Solicitor

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