**AGREEMENT INCORPORATING THE CHANCERY BAR ASSOCIATION’S CONDITIONAL FEE CONDITIONS 2023**

**THIS CONDITIONAL FEE AGREEMENT** is made

between

*[Barrister]* of *[address]* (“**Counsel**”)

and

*[Solicitor]* of *[address]* (“**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 / 3]*[[1]](#footnote-1) of the Chancery Bar Association’s Conditional Fee Conditions 2023 annexed hereto (“**the Conditions**”) are incorporated in this Agreement so far as they are not inconsistent with and as varied by this Agreement. ] [The relationship between the parties shall be governed by the Standard Contractual Terms for the Supply of Legal Services by Barristers to Authorised Persons 2020 as referred to in [Rule rC30.9c] of the BSB Handbook, as amended from time to time (“**the Standard Contractual Terms**”)]. Where such Terms are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail. (For the avoidance of doubt, references to the “Agreement” in the Standard Contractual Terms are to be understood as including this Agreement and clause [17.1] of the Standard Contractual Terms is not intended to exclude this Agreement.)] / [ *Note: The wording stating that the relationship is governed by the Standard Contractual Terms* ***should normally be included****, unless you intend to incorporate alternative terms, such as your Chambers’ standard conditions, in which case you will need to amend as appropriate e.g. [The relationship between the parties shall be governed by the Standard Contractual Terms of [X] Chambers as amended from time to time (“the [X] Chambers Contractual Terms”), a copy of which is attached to this Agreement.]. If there have been relevant updates to the BSB Handbook or the Standard Contractual Terms since this draft was prepared, you may need to revise the wording, including the references to rC30.9c and clause 17.1.*]
3. This Agreement is intended to create a contract enforceable at law.
4. The Action is *[complete as appropriate]. [You should consider whether any appeal or enforcement proceedings should be included within the definition of an Action and, if so, that should be specified here].*
5. The Base Rate for Counsel’s fees to which the Uplift for the Uplifted Rate is to be applied (or, where applicable, to which the Discount for the Discounted Rate is to be applied), is as follows:
6. as regards all work other than Court appearances, in accordance with Counsel’s hourly rate applicable to the type of work involved in the Action from time to time, currently *[£..]* per hour plus VAT,
7. for an interim 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 Counsel’s hourly rate from time to time, currently *[£..]* per hour plus VAT. If the hearing lasts longer than the estimated time then a pro rata hourly rate will be applied,
8. for the trial, the brief fee will be assessed on Counsel’s daily rate from time to time, currently *[£..]* plus VAT for each day of preparation plus the first day of trial. If the case is adjourned for any reason including reading days, a daily fee will be charged based on subclause (4) below,
9. as regards refreshers, in accordance with Counsel’s daily rate for the type of work involved in the Action from time to time, currently *[£..]* plus VAT per day,
10. in the event that the trial does not commence on the fixed or floating date each day of non sitting will be charged at Counsel’s refresher rate or pro rata if Counsel continues to work on preparation,
11. 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, and
12. in the event of a mediation Counsel’s daily rate from time to time, currently *[£..]* plus VAT will be charged. This will include the first two hours of preparation and up to 8 hours attending the mediation. Any additional hours will be charged at the hourly rate specified in subclause (1).
13. The Client is *[..]*.
14. The Opposing Party is *[..]*.
15. The Uplift which is to apply to Counsel’s fees is *[..]*% [ *Check your applicable uplift is lawful – the success fee cannot exceed 100% and in personal injury actions at first instance, whatever the percentage uplift the amount of any success fee is subject to a cap of 25% of damages, excluding any damages for future pecuniary loss.* ]
16. The reason for setting the Uplift at that rate is *[set out all relevant considerations: for example,* *the complexity of the issues in the Action; the* *risk to counsel that the claim will not succeed; the fact that the outcome is dependent on the evidence of a number of witnesses; uncertainty over what may arise on disclosure; the size of the Claim; the urgency of the matter; and the importance of the case to the client*.*].*
17. The relief for the purposes of Success means [*define as appropriate: for example, the claim in the Action is determined in the Client’s favour whether by the Court or by agreement between the parties to the Action, or in any other way so that the Client derives benefit from pursuing/defending the Claim.]* [ This is irrespective of recovery of any monies that may be due pursuant to the determination in the Client’s favour. ]
18. In the event Counsel does not appear at any interim hearing in the circumstances referred to in Condition 3 or returns any brief or instructions in the Action in the circumstances set out in Condition 4, 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 they 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.

12. The rate of interest for the purposes of Condition 18 shall be [ 6% ].

1. The period for the purposes of Condition 19 shall be 3 months from the conclusion of the Action.
2. The cap for the recoverable fees of any arbitration for the purposes of Condition 22 shall be [£ ].
3. The Discount is *[..]*% and the Discounted Rate is the Base Rate less the product of the Base Rate and the Discount. *[Delete if not applicable]*

Signed

Counsel the Solicitor

1. Part 2 is intended to be used for a 'normal’ CFA where Counsel receives no fee if the Action is not successful. Part 3 is for use in cases of a discounted CFA, where a discounted rate applies unless there is Success. [↑](#footnote-ref-1)