

## **THE CHANCERY BAR ASSOCIATION'S CONDITIONAL FEE AGREEMENT**

### **NOTE**

1. The Chancery Bar Association's Conditional Fee Agreement is a relatively short agreement which incorporates the Chancery Bar Association's Conditional Fee Conditions 2002.1. The Agreement itself will require considerable amendment to fit the circumstances of the particular case. It is unlikely that the Conditions will require amendment but if any amendments are appropriate, these can be dealt with in the Agreement.
2. There are two clauses numbered 2 in the Agreement. The first is appropriate where no fee is payable if the Action ends in Failure. The second is appropriate if a reduced fee is payable in any event. One of the two clauses should be deleted.
3. There are also two clauses numbered 3. The first will create a contract between Counsel and the Solicitor but the second will not. Again, one of the two alternatives should be deleted.
4. Clauses 4-9 and 11-13 need completing as the circumstances of the case require.

5. The reasons to be given in clause 9 are required by regulation 3(1) of the Conditional Fee Agreement Regulations 2000. On any assessment the Court will have regard to these reasons and can disallow any fees on the ground that the Uplift was unreasonable in view of the facts which were or should have been known to you at the time the Uplift was set. Accordingly, particular care should be taken as regards completing clause 9.
6. Clauses 10 and 14 are optional and can be deleted, if inappropriate.
7. Clause 15 should be deleted if Parts 1 and 2 of the Conditions are incorporated but should be completed if Parts 1 and 3 are incorporated in the Agreement.
8. Further clauses, adding provisions or varying the Conditions, can be included under clause 15. If the Conditions, in particular Condition 16, are altered in any material respect, you may not be fully insured by Bar Mutual Indemnity Fund Ltd and its approval should be obtained to any such alterations.
9. It is intended to update the Agreement and the Conditions in the light of experience. The Chancery Bar Association would be grateful for any comments you may have in the light of your experience. If you have any comments these should be addressed to Anthony Mann QC, Enterprise Chambers, 9 New Square, London WC2A 3SR.

10. Finally, the Agreement and the Conditions have been drafted by volunteers with, perhaps, no greater expertise than any counsel using them for the purposes of a conditional fee agreement. You must satisfy yourself that the Agreement and the Conditions are lawful, comply with all the regulations and are appropriate for the particular circumstances of the relevant proceedings. The Chancery Bar Association and the draftsmen of the Agreement and the Conditions assume no responsibility to you or anyone else. The draftsmen will only accept responsibility if instructed in the usual way.

CBAConFee.Nte

November 2001

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