

# TERMS & CONDITIONS

## Conditional Fee Agreement (Housing Disrepair)

This agreement is drafted in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. These regulations impose requirements to provide information and to make available a means of cancelling the contract to consumers. It is important that you take the time to read through this agreement for legal services prior to confirming that you agree to the proposed terms.

Clear Law LLP is a firm of solicitors regulated by the Solicitors Regulation Authority. The SRA website is <http://www.sra.org.uk/handbook>.

### What is covered by this agreement

Your claim for specific performance of repairs and damages against Leeds city council ("the Opponent") or any other party who will become liable for the personal injury suffered on or around the Accident Date. This agreement applies to your claim from the date that we first started work on it, even if that was before the date of this agreement.

Any appeal by the 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.

Any pre-action applications.

### What is not covered by this agreement

Any counterclaim against you.

Any appeal, unless we have otherwise agreed in writing.

### What we will do for you

As specialist housing disrepair lawyers, we will work diligently on your behalf, no matter how straightforward or difficult your claim, from the day we first discuss it until your repairs have been completed and your compensation and recoverable fees have been paid. There is no set time limit within which we must conclude work on your claim.

The nature of the work covered by this agreement is set out above.

### Paying us if you win

If you win your claim, you are liable to pay our legal fees, our disbursements (i.e. payments we make on your behalf such as court fees, experts' fees, and travelling expenses) and a success fee, plus VAT where applicable [collectively 'our costs']. You are entitled to seek recovery from your Opponent of part or all of our legal fees and our disbursements, but not the success fee or any insurance premium.

You will pay our success fee from your damages.

If your Opponent makes a formal offer to settle your claim which you reject on our advice, and your claim goes ahead to trial where you recover damages that do not exceed that offer, we will not claim any of our costs for the work done for any period where, because you rejected the offer, you do not recover our legal fees and our disbursements from your Opponent. You may be required to pay your Opponent's costs from the date that the offer became effective, and we may advise you to take out insurance against this risk. That advice will be given on a case by case basis in view of (amongst other things) the level of risk, the level of your damages and the cost of insurance. If you are not advised to or are unable to obtain such insurance we indemnify you against payment of those costs. This means that we will pay those costs.

#### Interim Hearings etc

An interim hearing is a court hearing that is not final (i.e. it will not lead to the claim being concluded). If you win overall but on the way lose an interim hearing, you may be required to pay your Opponent's charges of that hearing, but usually only up to the amount of damages awarded to you. Again, you will either be advised to take out insurance against that risk or we will indemnify you against payment of those costs

If at any time you are awarded any costs, by agreement or court order, then (even if you lose or have lost your claim) we are immediately entitled to payment of the costs you recover from your Opponent, together with a success fee on our relevant legal fees if you win or have won your claim overall.

#### Paying us if you lose

If you lose, you are only liable to pay our disbursements (unless they have already become payable by reason of a previous interim hearing). As in the paragraphs above, you will either be advised to take out insurance against this risk or we will indemnify you against payment of those disbursements.

If you have taken out insurance to cover your claim, the insurance policy will cover the premium if your claim is unsuccessful.

In summary, if you lose your claim, we will make sure that you will end up with nothing to pay us.

#### Costs-only Awards

It may be that the court awards costs against the Opponent in circumstances in which the claim has been dismissed, discontinued or otherwise brought to an end in a way that means that the only benefit derived by you is an award of costs. In those circumstances, legal fees will be payable on the costs to which that order relates, but no success fee or other legal fees will be payable.

#### Paying Opponent's Costs if you lose

If you lose after court proceedings are started you will be at risk of paying your Opponent's costs. You will need an insurance policy to cover the risk of paying those costs which we will obtain on your behalf.

#### Legal Fees

Legal fees mean our charges for the legal work we do on your claim for damages whether or not they

are recoverable from your Opponent. These charges are calculated either by reference to the hours spent on your claim multiplied by an hourly rate or the fixed fee recoverable on your type of claim.

Where your claim is subject to fixed costs which are recoverable from your Opponent under the rules of court, then you are always liable to pay us as legal fees the sum which you recover by way of costs from your opponent, even if it exceeds what would otherwise be chargeable as legal fees under this agreement.

#### The success fee

If you win your claim, we are entitled to charge you an extra fee, known as a success fee. This is as recompense for the risks we carry, including : that we will not be paid if you lose the claim; that we are unlikely to get paid costs after the effective date of a formal offer to settle made by your Opponent which you fail to beat; that we may fund disbursements on your behalf, including your insurance premium, that the success fee is deducted from your damages figure once any arrears have been deducted by your opponent; that litigation is inherently uncertain; and bearing in mind the risks associated with the claim. Taking into account these risks, we have set the success fee at 100% of our legal fees.

The success fee (inclusive of VAT) is subject to the following maximum limits:

In proceedings at first instance (i.e. the claim itself before any appeal), 50% of the Applicable Damages; and

In all other proceedings (i.e. any appeal), 100% of the Applicable Damages.

The Applicable Damages are:

The total of (a) general damages for anxiety, inconvenience and distress; and (b) damages for pecuniary loss, other than future pecuniary loss, net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions.

Where counsel has been instructed by us and where counsel has also been instructed under a CFA that provides for a success fee, the maximum limits referred to immediately above will apply to the aggregate success fee charged by both counsel and us as well as to the success fee charged by 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

You also have the right to apply to the Court for assessment of our costs, including our Success Fee.

If we are able to obtain appropriate cover from an insurance policy that was in force at the time of your accident, we may not charge a success fee.

You may be able to obtain free advice from the Citizens Advice Bureau, for example, or other legal advice where you are not charged a success fee.

© ClearLawSolicitors 2014

And now for the (not so) small print

Who pays our legal fees?

When you instruct ClearLawSolicitors, we will agree to act for you on a risk-free basis.

Win means 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 the claim. 'Finally' means that your Opponent is not allowed to appeal against the court decision; or has not appealed in time; or has lost any appeal.

If you win your claim:

your Opponent will repair your property and or pay you compensation.

You are liable to pay all our legal fees, our disbursements and the success fee (up to the success fee cap).

Normally, you can claim part or all of our legal fees and our disbursements from your Opponent. You provide us with your irrevocable authority to pursue such a claim on your behalf. However, you cannot claim from your Opponent the success fees or any insurance premium.

If we and your Opponent cannot agree the amount of our legal fees and disbursements, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our legal fees and our disbursements, then you are liable to pay the difference.

We are allowed to keep any interest your Opponent pays on costs. If you are awarded enhanced costs or interest on costs because you have made a formal offer to settle, then the enhanced costs or interest which you recover will belong to us.

We will pay any money we receive on your behalf into a designated account, to make sure that your compensation is secure. Out of the money, you agree to let us take the balance of our costs and any insurance premium. We will pay you the remainder.

It may happen that a third party makes an offer of one amount that includes payment of damages and costs. If so, unless we consent, you agree not to tell us to accept the offer.

If your Opponent does not pay any damages or costs owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The costs of this action become part of the legal fees, and are payable in accordance with this agreement.

Lose means the court has dismissed your claim or you have stopped it on our advice.

If you lose your claim:

- you may be liable to pay your opponents costs and you are liable to pay our disbursements.
- you may be covered by an insurance policy, which we will arrange, against the risk of having to these disbursements.
- the insurance policy that you agree to obtain will be self insured which means that you will only pay the premium in the event that you win, although we agree to pay this for you.
- if no insurance policy has been taken out against this risk, we will agree to indemnify you against

payment of our disbursements at the end of the case if you lose as long you comply with your obligations under this agreement.

What are our legal fees?

Legal fees mean our charges for the legal work we do on your claim for damages from the day we first discuss your claim. The hourly rates may change annually, and if they do we will let you know.

We round up the hours worked to the nearest 1/10th of an hour and the hourly rate depends on the grade of the staff doing the work. Routine letters and telephone calls will be charged as units of one-tenth of an hour. Other letters and telephone calls will be charged on a time basis. There will be no charge for short incoming letters, but longer incoming letters will be charged on a time basis. The hourly rates are:

Grade A £239.00 Grade B £211.00  
Grade C £177.00 Grade D £130.00

You can find details of which staff members the above grades relate to at:  
<http://www.hmcourts-service.gov.uk/publications/guidance/scco/previousrates.htm>.

As stated above, where your claim is subject to fixed costs which are recoverable from your Opponent under the rules of court, then you are always liable to pay us as legal fees the sum which you recover by way of costs from your Opponent, even if it exceeds what would otherwise be chargeable as legal fees under this agreement.

Subject to the previous paragraph, legal fees are calculated by the time spent by us or our agents on your claim.

Value added tax (VAT)

We will add VAT to any fees that are subject to VAT at the rate that applies at the time the work is done.

The insurance policy

We may advise you to take out an insurance policy to cover you against any costs that you may be liable for, to make sure that if you do not win your case you will have nothing to pay. In the event that you win we will pay for the insurance policy at the end of your case for you.

If you are not advised to or are unable to obtain such insurance we may indemnify you against payment of those costs, subject to you complying with your obligations under this agreement.

It is important that we also advise you of the following points:

1. We are not insurance brokers. The legal expenses insurance market is complex and changes frequently and we have not carried out any assessment of other alternative insurance products which may be available in the market.
2. We are not directly regulated by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation

activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

#### What we will do for you

- We will be accessible and flexible.
- We will understand your needs.
- We will always have a real person available to you.
- We will keep our promises.
- We will respond to your enquiries.
- We will do our best to make things clear.
- We will always act in your best interests, subject to our duty to the court.

#### What you must do for us

- You must keep us updated if your contact details change.
- You must give us instructions that allow us to do our work properly.
- You must not ask us to work in an improper or unreasonable way.
- You must not deliberately mislead us or act in a dishonest way.
- You must always co-operate with us.
- You must go to any medical examination, expert examination, or court hearing that we ask you to attend.
- You must give reasonable access for repair work to be carried out
- You must ensure that no rent arrears accrue, or if there are modest rent arrears they are cleared in instalments.

#### Ending the agreement

#### Paying us if we end the Agreement:

- (i) We can end this agreement if you do not keep to your responsibilities or obligations under the agreement. You must then pay our legal fees and our disbursements immediately. You must also pay our success fee (subject to the success fee cap) if you go on to win your claim.
- (ii) We can end this agreement if we believe you are unlikely to win. If this happens, the claim is regarded as having been lost and you will have to pay our disbursements. We may advise you to insure yourself against this. If no insurance has been obtained, we will indemnify you in respect of this liability
- (iii) We can end this agreement if you reject our reasonable opinion about making a settlement with your Opponent. You must then pay our legal fees and our disbursements immediately. You must also pay our success fee (subject to the success fee cap) if you go on to win your claim.
- (iv) If we transfer our business to any other legal entity, or if you give instructions through a person not mentioned in the agreement, then unless it is agreed otherwise, this agreement will be automatically novated with that new entity or other person (as appropriate) and the rights and obligations under the 'old' agreement will be suspended until the outcome of the matter is known. The old and the new will run alongside each other and will be regarded as being linked as one continuous agreement.

#### Paying us if you end this agreement

(This section does not apply where this agreement is cancelled by you by signing the attached Notice of the Right to Cancel.)

If you end this agreement, you must pay our legal fees and our disbursements immediately. You must also pay our success fee (subject to the success fee cap) if you go on to win your claim.

#### Death or Incapacity

If you die or become incapable of giving us instructions, this agreement does not end automatically. We may either agree with your personal representatives that they may continue to instruct us under the terms of this agreement as if they were you, or we may decide to end this agreement, in which case you or your estate will immediately have to pay our legal fees and disbursements, but not a success fee, to the date of termination.

#### After the agreement ends

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you. You must agree to our name being removed from the record; you will be liable in damages if you fail to do this. You will be liable for the legal fees, disbursements or success fee incurred in making the application. We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

#### Payment for external legal advice

The cost of external legal advice forms part of our legal fees. If another solicitor or barrister is acting under the terms of this or another agreement, they may be entitled to charge a separate success fee, which is included within the maximum limit of recoverable success fee, fixed at 50% of your general damages and special damages for past losses that you receive from your Opponent. If they are not acting under the terms of the agreement, their fees will form part of the disbursements.

#### Consumer provisions

Where the Client is a natural person the following provisions are included for the purposes of complying with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 [the "Regulations"]:

The Solicitors' identity and geographical address are as set out on the first page of the body of the agreement. The contact telephone number is 01618732740. The contact email address is [hello@clearlawonline.co.uk](mailto:hello@clearlawonline.co.uk).

The services the Solicitors intend to provide are legal services.

The manner in which the price is to be calculated is as set out above. They include the legal fees, success fee and any appropriate disbursements. VAT is added to those prices.

The arrangements for payment are set out above.

The agreement is of an indeterminate duration and consequently it is not possible to set out the exact time by which the services will be fully performed. The time will exceed 30 days. As an estimated guide, unremarkable housing disrepair claims can take up a year or more to complete. All complaints should be addressed to at Andrew Kwan at Clear Law LLP, Units 115-119, Timber Wharf, 42-50 Worsley Street, Manchester M15 4LD, or by emailing [Andrew@clearlawonline.co.uk](mailto:Andrew@clearlawonline.co.uk)

Whilst we hope that you will not have need to use it, the Solicitor's operate a complaint handling policy as required by the Solicitor's Regulation Authority. The Compliance Partner is Matthew Corbett. A complete copy of the policy can be obtained by emailing [Andrew@clearlawonline.co.uk](mailto:Andrew@clearlawonline.co.uk)

The agreement is of an indeterminate duration and the conditions for termination are as set out above.

The client agrees to services starting within what otherwise would have been that cancellation period, and the solicitor may charge the client any legal fees, disbursements and applicable VAT incurred prior to cancellation. However, if this agreement is cancelled by either party within the cancellation period, the

solicitor will not charge the client any legal fees

Additionally, if the agreement was not concluded on the Solicitor's premises and as such is an off premises contract or a distance contract as defined by the Regulations, the following provisions are included in addition to those set out above:

The solicitor and the client agree that there are no applicable billing periods during the currency of the agreement and that if any payment from the client is due under the terms of this agreement, that such payment will only be requested at the conclusion of the agreement, save for where the client is a child or patient and any application is made for payment of the success fee from damages invested in the Court Funds as outlined above.

The Solicitors Regulation Authority regulates the Solicitor and the provisions of the Code of Conduct 2013 apply (and in force from time to time). Copies of this can be accessed via the SRA website at <http://www.sra.org.uk/solicitors/handbook/code/content.page>;

The client must comply with the responsibilities set out above for the entire duration of this agreement. This agreement will be deemed to be compliant with Regulations 10 and 13 of the Regulations, and in particular, the client will be entitled to cancel the contract within the Cancellation Period. The Cancellation Period is fourteen days beginning with the day on which this Agreement was made; the client may cancel this Agreement any time within the Cancellation Period.

In this regard, Regulations 10 and 13 are (with the necessary changes) incorporated within this Agreement as if they had been set out herein in its entirety. The Notice of Right to Cancel is part of this agreement and is attached hereto

Our professional indemnity insurers are Global Professional Risk Solutions, A Division of Lockton Companies LLP who are based at The St. Botolph Building, 138 Hounds ditch, London EC3A 7AG. The level of cover we have is £3,000,000. Our cover applies worldwide.

The parties acknowledge and agree:

(a) that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974;

(b) that if any part of this agreement is found to be unlawful or unenforceable, or would if given effect render all or part of this agreement unlawful or unenforceable, then that that part of the agreement shall be without effect and is severed from it, and the remainder of this agreement continues in full force and effect; and

(c) that this agreement consists of the foregoing, the attached Notice of the Right to Cancel, the terms and conditions and the client care letter, all of which the client has been provided with and given a fair opportunity to read and ask questions about before signing below. Where, however, this agreement makes provisions which are different from or incompatible with the provisions in those documents, this agreement shall prevail.

(d) where there is more than one contract of retainer created under this agreement, the terms will apply to each retainer as if they had been set out individually in that retainer.

(e) this agreement is governed by the law of England and Wales. Save for enforcement proceedings and save where an English court orders otherwise any dispute pertaining to it must be litigated exclusively within that jurisdiction.

(f) If the parties' conduct is such that it is appropriate, this document will be deemed to have been signed by both parties notwithstanding the fact that it does not bear both parties' handwritten signature.

(g) to be effective (and unless the court orders otherwise), any variation of or supplement to this agreement must be made in writing (which may include correspondence).

By signing this agreement you acknowledge you have given us permission to communicate with you by email in all matters. You also acknowledge that you have instructed us to begin work immediately and that in this regard, you are aware of the fact that you are entitled to wait until after the "cooling-off" period (see Notice of Right to Cancel) has expired before asking us to commence work.

Right to cancel

If you change your mind, we do offer a right to cancel. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire at the end of 14 days after the day on which the contract is entered into, also referred to as the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post – we recommend recorded delivery – fax or email).

Our contact details are: –

Address: Clear Law LLP, Units 115-119, Timber Wharf, 42-50 Worsley Street, Manchester M15 4LD, Telephone: 01618732740 Fax: 01618732780 Email: Hello@clearlawonline.co.uk

You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract, we will not undertake any legal services on your behalf and you will not incur any liability for any costs. We will reimburse to you any payments received from you.

if you requested work to begin on your claim during the cancellation period, and you subsequently cancel the agreement after we have started work as requested but before the expiry of the cancellation Period, we may charge you any legal fees, disbursements and applicable VAT reasonably incurred during that period.

-----

Model cancellation form

To Clear Law LLP, Units 115-119, Timber Wharf, 42-50 Worsley Street, Manchester M15 4LD,

Telephone: 01618732740 Fax: 01618732780 Email: Hello@clearlawonline.co.uk

I/We hereby give notice that I/We cancel my contract dated 09/07/14 for the supply of legal services.

Name(s):

Address: .....

Reference:

Signatures: ..... (only if this form is notified on paper)

Date: .....

TenantCaseWorth.co.uk is a trading style of Clear Law LLP Registered in England & Wales under company number 0C308339. Clear Law LLP is authorised and regulated by the Solicitors Regulation Authority under SRA number 403088. \*Where your claim is successful we charge 50% inc VAT of the total refund received from your landlord. This is not deducted from the cost of repairs.