

Damages Based Agreements & Conditional Fee Agreements

A **Damages Based Agreement** (DBA) is an agreement between us (as your legal representative) and you (as the client) under which you agree to pay us a percentage of sums recovered by way of damages awarded by the Court on a claim the Court decides.

A **Conditional Fee Agreement** (CFA) is an agreement whereby us (as your legal representative) and you (as a client) agree to share the risk of the litigation by coming to a financial arrangement whereby part or sometimes all of the solicitors' fees will only be payable by you in the event of success. These are often called 'partial' or 'full' CFAs or 'no win-no fee' agreements. CFAs often contain a success fee element where there is an uplift on the fees incurred based on an agreed measure of success. The success fee element of our fees will not normally be recoverable from the other party if your claim is successful. You will be able to seek recovery of your remaining costs, including expert fees, photocopying, etc, from the unsuccessful party.

The LLP may undertake certain work on the basis of a DBA or a CFA, but whether it does so or not is considered on a case by case basis. Paragraphs 14 and 24 of our Standard Terms of Retainer, which may be accessed on this website, set out the details relating to your right to recover costs expended by you and also how our costs and expenses are charged under a DBA as well as your responsibilities in respect of paying those. Some barristers may agree to act on a DBA or CFA, but experts cannot do so. Generally, we will consider acting on a DBA or CFA for claims in excess of £1m in value only.

We will inform you if we are willing to consider acting for you subject to a DBA or CFA. This consideration requires an assessment of the merits of the case and what we perceive to be the chances of successful outcome (be it a judgment and/or settlement). We will consider various factors including the complexity of the matter, the factual matrix, the applicable legal principles, evidence which may exist including the amount of documents as well as any professional reports or expert opinions which are available. We will consider also the amounts in issue against perceived time costs to deal with the matter and the length of time it may take to conclude a matter. On occasion we may need to seek an initial opinion from a barrister on the merits of the case. We will tell you if in our view that is required.

The usual cost for us undertaking an assessment of a case is on a fixed fee basis which is payable by you notwithstanding that we may decide not to proceed with the case. This cost may be between £5,000 and £10,000 plus VAT, depending upon the factors set out above. Disbursements such as fees for a barrister or expert and any expenses will be in addition. We aim to review all cases within 28 days of receiving all the papers and documents required to undertake a review. However, some cases may take longer to assess and we will tell you if that is the case. Based on this review we will consider whether or not to proceed to act on the basis of a DBA or CFA.