



9 GOUGH SQUARE

Conditional Fee Agreement

**For Claimant Employment
Tribunal and Employment Appeal
Tribunal Work**

**CHAMBERS OF Grahame Aldous
QC**

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THE NATURE OF THE AGREEMENT

In this agreement:

"Counsel" means _____ of 9 Gough Square, London and any other counsel either from Chambers or recommended by counsel in accordance with clause 25 who signs this agreement at any time at the solicitors request;

"Chambers" means members of chambers at 9 Gough Square, London EC4A 3DG

Chambers case number: _____

"the solicitor" means the firm: Messrs: _____

Reference of persons dealing with case: _____

"the client" means: _____

THIS AGREEMENT

- 1. This agreement forms the basis on which instructions are accepted by counsel from the solicitor to act on a conditional fee basis for the client in his/her claim against:

("the Opponent(s)": _____

for remedy arising out of or in the course of employment or the termination thereof on:

It includes work already done and all further work to be undertaken by counsel in respect of the claim.

This agreement incorporates the standard terms of the chambers of 9 Gough Square for counsel/solicitor claimant employment tribunal and employment appeal tribunal conditional fee agreements which will be provided on request or are specifically agreed between counsel and the solicitor.

WHAT IS COVERED BY THIS AGREEMENT

This agreement lasts until

- 1. the claim is won, lost or otherwise concluded or
- 2. this agreement is terminated.

It relates to:

- (a) issues of jurisdiction, liability, causation, limitation and damages.
- (b) any appeal to the Employment Appeal Tribunal by the opponent.
- (c) any appeal to the Employment Appeal Tribunal by the client advised by counsel.

It does not cover:

- (d) any appeal other than those mentioned above.
- (e) any counterclaim or defence by way of set off.



DELIVERY OF THE BRIEF BY THE SOLICITOR

The solicitor agrees to deliver the brief for trial not less than 14 days before the trial of all issues or of any preliminary issue, and the brief shall be deemed delivered 14 days before the trial for the purpose of counsel's entitlement to a brief fee.

COUNSEL'S NORMAL FEES

1. **The 'normal rate'** for counsel's fees upon which counsel's success fee is to be applied will be as follows:-

(a) **Advisory work, drafting and interlocutory hearings**

For reading papers, preparation, drafting and written or oral advice; and for interlocutory work including reading instructions, preparation, waiting at court and advocacy:

at an hourly rate of £ _____ ph

(b) **Trials:**

Brief fee

Counsel's "daily rate" for such work in such field is: £ _____

The brief fee is calculated at the time when the brief is delivered by the multiplying the daily rate by the estimated number of days the trial will last, plus 1 daily rate. [so for a 5 day trial: 6 x the daily rate]

Refreshers

In accordance with counsel's daily refresher rate for such work in this field, currently: £ _____ pd

2. Renegotiating Counsel's fees

(a) To the extent that the hours of preparation set out above are reasonably exceeded then Counsel's hourly rate will apply to each additional hour of preparation.

(b) If the case is settled or goes short Counsel will consider the Solicitor's reasonable requests to reduce his/her brief fees set out above.

3. Review

(a) Counsel's normal rates will be increased by any increase in the rate of inflation measured by the Retail Prices Index on each successive anniversary of the date of these terms.

(b) After three years have passed from the date of this agreement counsel's normal rates will be increased by an additional 5% pa.



COUNSEL'S SUCCESS FEE

1. The rate of counsel's success fee will be [If the case settles more than days before the hearing, the success fee will be]
2. The reasons for counsel's success fee are set out in counsel's risk assessment.
3. No part of these percentages relates to the postponement of counsel's fees.

Dated:

Signed by counsel:
or by his/her clerk [*with counsel's authority*]

Additional interlocutory counsel:

Additional interlocutory counsel:

Signed by solicitor:



COUNSEL'S RISK ASSESSMENT

Name of client:

Counsel's reference:

1. The Success Fee:

See the agreement.

2. The success fee takes into account:

- (a) an element to reflect the prospects of success (as to which see below);
- (b) an element to reflect the fact that the claimant might not pursue his claim for any reason (e.g. he may move abroad, die, lose interest, become a patient and the litigation friend or court does not consent to funding this litigation under this agreement);
- (c) the possibility that the claim may not be pursued to a successful conclusion if it is considered that the case may be lost or it becomes uneconomic or unreasonable for the action to proceed (e.g. costs may become disproportionately high or the defendant or a relevant insurer may become insolvent);
- (d) further evidence may come to light which is adverse to the claim;
- (e) material evidence may be lost;
- (f) evidence may not come up to proof;
- (g) the claim may be struck out or dismissed for non-compliance with a court rule or order;
- (h) costs of an interim hearing may be lost;
- (i) all the claimant's costs may not be recovered (e.g. the costs of particular issues may be lost).

3. The Prospects of Success:

The prospects of success are estimated by counsel as % .



4. Statement of Reasons

For counsel's assessment of the prospects of success other than the risks common to all claims (here state the particular risks identified);

TYPE OF CASE:

COMPLIANCE WITH GRIEVANCE PROCEDURE:

QUESTIONNAIRE SUBMITTED:

CLAIMANT'S EVIDENCE:

OTHER LAY EVIDENCE:

MEDICAL EVIDENCE:

OTHER EXPERT EVIDENCE:

MEDICAL RECORDS:

OTHER DOCUMENTS:

STRENGTH OF POSSIBLE DEFENCES (including limitation):

5. Postponement:

Postponement of receipt of fees is not taken into account in the success fee on the basis that the solicitor has agreed to claim interest on counsel's fees and to include such a claim in any costs bill or schedule of costs.

6. Time spent:

Time spent by counsel in making this risk assessment:

Signed:

Dated:



THIS IS NOT AN ADVICE

NOTE

1. This is not an advice to the client or solicitor. It is a risk assessment made by counsel for his/her own purposes in deciding whether or not to accept instructions upon a conditional fee basis, and, if so, upon what percentage increase (i.e. success fee). It also constitutes counsel's statement of reasons for the percentage increase referred to in the agreement. Counsel will advise as appropriate in the course of the proceedings only after he/she has accepted instructions.