

Three Agreements Explanation to Client

Contingency Fee Agreement: Pre-Issue of Proceedings

This agreement is a legally binding contract between you and Holdings Matrix Limited t/a Matrix Solicitors. The agreement covers any work completed in relation to your injury claim prior to the issue of legal proceedings.

Any work completed after the issue of legal proceedings is not covered by the Contingency Fee Agreement.

If you win the case, you pay us 25% of the money we recover, this figure includes VAT. You also pay us disbursements.

If you lose the case, you do not pay us anything except disbursements.

Disbursements are payments we make on your behalf to others involved in the case. We will notify you of disbursements incurred as we progress your claim.

If you end the agreement before the case is won or lost, you are liable to pay our costs at the hourly charging rate of £400.00 plus VAT for the work done. Telephone calls and letters are charged at £48.00 including VAT if they last for less than ten minutes. Any work undertaken lasting above ten minutes will be charged at the appropriate portion of the hourly rate.

We will always act in your best interest in pursuing your claim to try to obtain the best possible results. We will also give you our best advice about any settlement offers.

You must give us clear instructions, not ask us to work in an improper way, you must not deliberately mislead us, you must cooperate when asked, you must pay for disbursements as the case goes on, you will not exaggerate any part of your claim.

The Courts are very strict and if any part of a claim is found to be exaggerated, the Court can make a finding of fundamental dishonesty. If such a finding is made, you could be ordered to pay the Defendant's costs less the value of your claim which can amount to several thousands of pounds. If the court made a finding of fundamental dishonesty, your claim would lose the right to compensation. If this happened, you would also be responsible for this firm's costs as well as the other side's costs. Such conduct on your behalf will invalidate any insurance policy. Please note that if a third party has a claim within your claim, for example a hire claim or claim for loss of earnings for your employer, if this is found to be dishonest, it would affect your claim and you would lose the right to claim and be ordered to pay the Defendant's costs less the value of your claim. In some circumstances, the Court can refer the dishonesty for criminal prosecution.

If we issue court proceedings on your claim, this agreement will become void and the conditional fee agreement which you signed on the same date as this agreement shall be deemed always to have been in place. This agreement is a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974.

If you have any concerns about the contents of this agreement, then please take independent legal advice before signing it.

If you want to end the agreement you can cancel the same by notifying us in writing by post within 14 days of receipt of the agreement. Once we have started work on your file, you may be charged if you then cancel your instructions.

Bridging Agreement

This agreement is a legally binding contract between you and Holdings Matrix Limited t/a Matrix Solicitors. It agrees that we entered into a contingency fee agreement and conditional fee agreement on the same date and that if court proceedings are issued via ourselves on your behalf, against any of the parties named in the Contingency Fee agreement or the Conditional fee agreement, the contingency fee agreement shall be deemed void and the conditional fee agreement shall be deemed to have always been in place from the beginning.

In consideration for you entering into the agreement, this firm shall pay the sum of 1pm to you. This agreement is a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974.

If you want to end the agreement you can cancel the same by notifying us in writing by post within 14 days of receipt of the agreement. Once we have started work on your file, you may be charged if you then cancel your instructions.

Conditional Fee Agreement Explanation To Client

A conditional fee agreement (CFA) is a legal agreement. The CFAs were adapted in April 2013 to comply with current legislation.

A conditional fee agreement is a legal funding arrangement where you only pay for our work on the condition that your case is successful and you receive compensation. If your claim is unsuccessful, there is no charge for the work this firm has done for you, providing your claim was made honestly and you have not breached any of the terms and conditions of the agreement.

In agreeing to the conditional fee agreement, if we do not recover our full costs from the Defendant for the work we have done if the claim is successful, you are agreeing that we may take the short fall from your damages, general damages, capped at 25% and/or we may take a success fee from your compensation capped at 25% of your general damages.

If the case is successful, the agreed legal costs are paid to us, we can take the shortfall of costs from the general damages and/or a success fee, capped at 25% of your general damages providing the work has been done. The Defendant will usually pay fixed fees plus the disbursement, fees incurred in progressing the claim for example, medical reports, engineers fees.

If the case is unsuccessful, you will not be required to pay any of our legal costs. You would usually have the benefit of Qualified one way cost shifting. You would only have to pay the Defendant's costs if you did not beat an offer or there was an exceptional circumstance, for example the claim was made dishonestly and you were found to be fundamentally dishonest, you were claiming to financially benefit someone else, your claim was struck out or you had no reasonable grounds to bring a claim.

Any deduction from your compensation is capped at 25%.

If the opponent doesn't pay, we can take legal action to recover the monies from the Defendant.

The Conditional Fee Agreement is a binding legal contract between you and ourselves, the solicitors. The agreement covers your claim for damages for personal injury suffered by you on or around the

accident date due to the index accident. The agreement does not cover any counterclaim against you or any appeal you make against the final judgment.

If your claim is successful, you pay our basic charges, our expenses, disbursements and success fee together with the premium for any insurance you take out. You are entitled to seek recover of part or all of our basic charges from your opponent but not the success fee or insurance premium.

It may be that the Defendant makes you an offer to settle the claim which you reject on our advice, you may receive less compensation, if this happened, you may be ordered to pay the Defendant's costs and damages.

If you receive interim damages, we may require you to pay our expenses and disbursements at that point. If you win overall but lose at an interim hearing you may be ordered to pay the Defendant's costs.

We confirm our success fee is assessed at the start of the claim by way of a risk assessment. You will be provided with a copy with the initial paperwork and the amount we take is always capped at 25% of damages.

If you want to end the agreement you can cancel the same by notifying us in writing by post within 14 days of receipt of the agreement. Once we have started work on your file, you may be charged if you then cancel your instructions. By signing this agreement, you agree to pay for any charges incurred during the cooling off period. If you end the agreement before you win or lose, you pay our basic charges and expenses and disbursements. If you do go on to win the claim, you also pay a success fee. We may end this agreement before you win or lose if you feel prospects of success are below 51% or you fail to cooperate.

If you take out an After the event insurance policy, the insurance premium is payable in addition to the cap of 25% of your damages.

This firm is not bound to act on a conditional fee basis until both you and this firm have signed the agreement.