

Your Legal Costs and Sums payable by the fault party

CHARGES AND EXPENSES

Our charges will be calculated mainly by reference to the time actually spent by the solicitors/fee earners and other staff in respect of any work, which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

We may arrange for work to be done on your behalf by a person or persons not directly employed by us (for example an enquiry agent to prepare a statement) and charge at rates that do not exceed those in these Terms of Business

The current hourly rates are set out below. We will add VAT at the rate that applies when the work is done.

Normal Rates

Directors, Partners, Consultants & Solicitors with over 8 years post qualification experience or equivalent	£230.00
Solicitors, FILEX, Senior Executives with over 4 years post qualification experience or equivalent	£200.00
Other Solicitors, experienced Litigation Executives with equivalent experience	£175.00
Trainee Solicitors, Junior Executives and Paralegals	£135.00

The above hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. Our rates are updated on our website and you can check the prevailing rates at any time by going to <http://www.aequitaslegal.co.uk/about-us/claiming-with-aequitas-legal>

CONDITIONAL FEE AGREEMENT (NO WIN, NO FEE AGREEMENT)

Where we have agreed to act for you under a Conditional Fee Agreement (CFA) you will be asked to sign an Agreement which details the position relating to our basic charges, success fee, our expenses and disbursements.

Where there is any conflict between these Terms of Business and the CFA, the CFA prevails.

The success fee is set at 100% of our basic charges, where the claim concludes at trial; or 100% where the claim concludes before a trial has commenced. The success fee percentage reflects the following:

- (a) the fact that if you lose, we will not earn anything;
- (b) our assessment of the risks of your case;
- (c) any other appropriate matters;
- (d) the fact that if you win we will not be paid our basic charges until the end of the claim;
- (e) our arrangements with you about paying expenses and disbursements.
- (f) the arrangements about payment of our costs if your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment.

Cap on the amount of Success Fee which you will pay us in the event of Success in proceedings at first instance

There is a maximum limit on the amount of the success fee which we can recover from you.

That maximum limit is 25% of the total amount of any:

- (i) general damages for pain suffering and loss of amenity; and
- (ii) damages for pecuniary loss, other than future pecuniary loss;

which are awarded to you in the proceedings covered by this agreement. The maximum limit is applicable to these damages net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions. The maximum limit is inclusive of any VAT which is chargeable.

For example:

General damages (i) above	£2000.00
Pecuniary loss (ii) above	£1,000.00
Total damages (i) & (ii) above	£3,000.00 (Fig A)
Our fees for work done (say)	£2,000.00 (Fig B)
Our success fee (100%)	£2,000.00
Maximum limit – 25% of (i) & (ii)	£750.00 (Fig C)
Our total fees (Fig B + Fig C)	£2,750.00
Damages payable to you (Fig A – Fig C)	£2,250.00

In the example above, you will only pay us £750.00 inclusive of VAT for our legal services. We may be able to recover our charges from the other party in addition to this sum depending on the type of claim.

We are obligated to inform you that other law firms/companies may be prepared to charge you less than 100% success fee capped at the maximum 25%. However, we doubt that those other law firms/companies will be able to offer the value of services and additional benefits we do for our fees.

ALTERNATIVE METHODS OF FUNDING

If we are not able to provide our services under a CFA or if you do not wish to enter into a CFA with us, we may be prepared to act for you on a private paying basis in accordance with our hourly rates above. In this situation, we will send you a Bill for payment at least once a month for payment. All Bills are due for payment within 14 days of invoice and methods of payment are detailed on every Bill.

Any default in payment of a Bill may result in all work conducted by this firm stopping with immediate effect and without notice to you. As a result, any failure to meet a deadline as part of your claim (such as court order for disclosure of evidence) may result in serious adverse consequences including strike out of your claim; order for legal costs against you; etc for which we will not be held responsible.

We are not able to advise upon or offer Damages Based Agreements (DBAs) as a method of funding your case.

FIXED CHARGES

In addition to your chosen method of funding, we offer a "Bank Transfer Service" for a fixed fee, currently £50.00 plus VAT. This charge is in addition to the usual work we conduct to make your claim.

The Bank Transfer Service covers the costs and administration of setting up a bank transfer from our client account into your personal account. The fee includes basic 'next day transfer' charges levied by our Bank against us as well as authorisation by a Partner in the firm. Any requirement for same day/international bank transfers by CHAPS will incur an additional fee of £20.00 each as a disbursement charged by our Bank.

The Bank Transfer Service is available whenever a payment for your damages, whether an interim or final payment is made to us. We will provide you with a form each time should you wish to use this service. There is no obligation for you to use this service.

PREDICTABLE FIXED COSTS FOR ROAD TRAFFIC ACCIDENT

This section only applies where you have submitted a claim before 1st May 2013, regardless of whether that was by using our services or a previous solicitor.

The 6th October 2003 saw the introduction of Predictable Fixed Costs for Road Traffic Accident claims that settle without the commencement of Court Proceedings where the agreed value of damages is between £1,000.00 to £10,000.00 and where the claim would have been allocated to the Courts Fast Track if Proceedings had been issued. For instance, Road Traffic Accident claims where there is a Personal Injury with a value in excess of £1,000.00 up to £10,000.00 and an R.T.A. where there is no Personal Injury where damages agreed are between £5,000.00 to £10,000.00. Claims under the MIB Uninsured Drivers Agreement 1999 are included. Claims that would be allocated to the small claims track, if issued are excluded. Where you are successful in such a claim, other than in exceptional circumstances, you will only be entitled to recover a fixed amount of costs from your opponent **in addition** to the damages paid. These costs are known as Predictable Fixed Costs and are calculated by reference to the agreed value of your settlement.

The amount of Predictable Fixed Costs recoverable is calculated by totalling the following:-

- a) A basic fee of £800.00 plus;
- b) An amount equivalent to 20% of the agreed damages up to £5,000.00 and;
- c) An amount equivalent to 15% of the agreed damages between £5,000.00 and £10,000.00 plus VAT, reasonable disbursements and success fee in accordance with the Civil Procedures Rules.

'Agreed damages' include interim payments made to the claimant, but exclude payments required by statute to be made to a third party (e.g. payments to the CRU or NHS). Where a discount for contributory negligence has been agreed the fixed costs are calculated by reference to the damages actually paid.

You will be given credit for your fixed costs entitlement against the overall amount of the costs that you will be obliged to pay and in certain circumstances we may agree to accept fixed costs in full and final payment. However, where the costs you are obliged to pay exceed the recoverable fixed costs we may look to you to make up the shortfall. Whenever you have an entitlement to Predictable Fixed Costs, notwithstanding the above hourly rate, the minimum charge for the work we have done on your behalf will be the amount of Predictable Fixed Costs to which you are entitled.

RTA CLAIMS PROCESS (RTA PROTOCOL)

For all Road Traffic Accident claims made after 30th April 2013, where the value of personal injury compensation is between £1,000.00 and £25,000.00 a "RTA Claims Process" must be followed. A case will generally start in the process and will exit only in certain circumstances. Where it exits the RTA Claims Process, the amount of costs will be as detailed below under Fixed Recoverable Costs (Outside RTA Protocol). Claims under the MIB Uninsured Drivers Agreement 1999 are included.

The amount of costs payable under the RTA Claims Process where damages are no more than £10,000.00 are as follows:

- a) Stage 1 fixed costs of £200.00 plus VAT;
- b) Stage 2 fixed costs of £300.00 plus VAT;
- c) Stage 3 fixed costs of £250.00 plus VAT for legal representatives costs where a hearing is required;
- d) Stage 3 fixed costs of £250.00 plus VAT for advocate costs where an oral hearing is required;
- e) Stage 3 fixed costs of £150.00 plus VAT for advice relating to a child claim

The amount of costs payable under the RTA Claims Process where damages are more than £10,000.00, but no more than £25,000.00 are as follows:

- a) Stage 1 fixed costs of £200.00 plus VAT;
- b) Stage 2 fixed costs of £600.00 plus VAT;
- c) Stage 3 fixed costs of £250.00 plus VAT for legal representatives costs where a hearing is required;
- d) Stage 3 fixed costs of £250.00 plus VAT for advocate costs where an oral hearing is required;
- e) Stage 3 fixed costs of £150.00 plus VAT for advice relating to a child claim

You will be given credit for your fixed costs entitlement against the overall amount of the costs that you will be obliged to pay and in certain circumstances we may agree to accept fixed costs in full and final payment. However, where the costs you are obliged to pay exceed the recoverable fixed costs we may look to you to make up the shortfall. Whenever you have an entitlement to these costs, notwithstanding the above hourly rate, the minimum charge for the work we have done on your behalf will be the amount of these costs to which you are entitled.

FIXED RECOVERABLE COSTS (OUTSIDE RTA PROTOCOL)

For all Road Traffic Accident claims made after 30th April 2010 where the claim falls outside of the RTA Claims Process (RTA Protocol), the following costs will be payable as below. Claims under the MIB Uninsured Drivers Agreement 1999 are included.

Pre issue Settlement	Pre issue Settlement	Pre issue Settlement	Issued – Post issue	Issued – Post allocation	Issued – Post issue
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	between £1,000- £5,000	between £5,001- £10,000	between £10,001 - £25,000	Pre-Allocation	Pre-listing	Post listing, Pre-trial or Trial
	Case settles before issue	Case settles before issue	Case settles before issue	Case settles after issue	Case settles after issue	Case settles after issue
Fixed Costs	Greater of £550 or £100 + 20% of Damages	£1,100 +15% of damages over £5,000	£1,930 + 10% of Damages over £10,000	£1,160 + 20% of Damages	£1,880 + 20% of Damages	£2,655 + 20% of Damages

You will be given credit for your fixed costs entitlement against the overall amount of the costs that you will be obliged to pay and in certain circumstances we may agree to accept fixed costs in full and final payment. However, where the costs you are obliged to pay exceed the recoverable fixed costs we may look to you to make up the shortfall. Whenever you have an entitlement to these costs, notwithstanding the above hourly rate, the minimum charge for the work we have done on your behalf will be the amount of these costs to which you are entitled.

EMPLOYERS LIABILITY AND PUBLIC LIABILITY CLAIMS PROCESS (EL/PL PROTOCOL)

For all claims against employers; public bodies and; private land owners/occupiers where the accident happened after 31st July 2013 and the value of personal injury compensation is between £1,000.00 and £25,000.00 a "EL/PL Claims Process" must be followed. A case will generally start in the process and will exit only in certain circumstances. Where it exits the EL/PL Claims Process, the amount of costs will be as detailed below under Fixed Recoverable Costs (Outside EL/PL Protocol).

The amount of costs payable under the EL/PL Claims Process where damages are no more than £10,000.00 are as follows:

- f) Stage 1 fixed costs of £200.00 plus VAT;
- g) Stage 2 fixed costs of £600.00 plus VAT;
- h) Stage 3 fixed costs of £250.00 plus VAT for legal representatives costs where a hearing is required;
- i) Stage 3 fixed costs of £250.00 plus VAT for advocate costs where an oral hearing is required;
- j) Stage 3 fixed costs of £150.00 plus VAT for advice relating to a child claim

The amount of costs payable under the RTA Claims Process where damages are more than £10,000.00, but no more than £25,000.00 are as follows:

- f) Stage 1 fixed costs of £300.00 plus VAT;
- g) Stage 2 fixed costs of £1,300.00 plus VAT;
- h) Stage 3 fixed costs of £250.00 plus VAT for legal representatives costs where a hearing is required;
- i) Stage 3 fixed costs of £250.00 plus VAT for advocate costs where an oral hearing is required;
- j) Stage 3 fixed costs of £150.00 plus VAT for advice relating to a child claim

You will be given credit for your fixed costs entitlement against the overall amount of the costs that you will be obliged to pay and in certain circumstances we may agree to accept fixed costs in full and final payment. However, where the costs you are obliged to pay exceed the recoverable fixed costs we may look to you to make up the shortfall. Whenever you have an entitlement to these costs, notwithstanding the above hourly rate, the minimum charge for the work we have done on your behalf will be the amount of these costs to which you are entitled.

FIXED RECOVERABLE COSTS (OUTSIDE EL/PL PROTOCOL)

For all claims against employers; public bodies and; private land owners/occupiers where the accident happened after 31st July 2013, where the claim falls outside of the EL/PL Claims Process (EL/PL Protocol), the following costs will be payable as below.

	Pre issue Settlement between £1,000- £5,000	Pre issue Settlement between £5,001- £10,000	Pre issue Settlement between £10,001 - £25,000	Issued – Post issue Pre-Allocation	Issued – Post allocation Pre-listing	Issued – Post issue Post listing, Pre-trial or Trial
	Case settles before issue	Case settles before issue	Case settles before issue	Case settles after issue	Case settles after issue	Case settles after issue
Fixed	£950 + 17.5% of	£1,855 +12.5%	£2,500 + 10% of	£2,630 + 20% of	£3,350 + 25% of	£4,280 + 30% of

Costs	Damages	of damages over £5,000	Damages over £10,000	Damages	Damages	Damages
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You will be given credit for your fixed costs entitlement against the overall amount of the costs that you will be obliged to pay and in certain circumstances we may agree to accept fixed costs in full and final payment. However, where the costs you are obliged to pay exceed the recoverable fixed costs we may look to you to make up the shortfall. Whenever you have an entitlement to these costs, notwithstanding the above hourly rate, the minimum charge for the work we have done on your behalf will be the amount of these costs to which you are entitled.

DISBURSEMENTS

During the conduct of your claim, we may at our discretion cover any outlay for disbursements, unless we advise you to the contrary. These are payments such as engineer's fees, medical report fees, GP and hospital administration charges, court issue fees and in particular the premium for any policy for litigation costs insurance to protect against the risk of opponents costs and disbursements. We will usually recover these disbursements from the Insurers of your opponent on the successful conclusion of your claim together with our costs. Please note that you will at all times remain responsible for reimbursement of our outlay for disbursements irrespective of the outcome of your claim.

The following are typical examples of disbursements you may expect in your claim. In Personal Injury cases: Release of copy Medical Records £50.00, copy Hospital Records or Notes £50.00, Medical Examiners Report £200.00 - £1,000.00; Barrister's fees £75.00 to £500.00 + VAT depending on the complexity of instructions. After the Event Insurance Policy prices range between £105.00 + IPT (Insurance Premium Tax) to £495.00 +IPT depending on the type of case, complexity and risks involved.

If Court proceedings are necessary a Court Issue Fee of between £25.00 to £10,000.00 depending on the value of your claim. If your case goes to trial a further fee of £545.00 to £1,090.00 to list and hear the case will be payable.

If you are successful and entitled to recover your costs details of our charges will be sent to the Insurers or Representatives of your opponent for payment. If you are unsuccessful you will be responsible for your costs to us except in circumstances where you have entered into an agreement with us to act on a no win, no fee basis which remains in force. There may be circumstances where you are successful, i.e. obtain a settlement/damages but do not receive your own costs, i.e. no court order for costs is made in your favour or you may not be entitled to all your costs due to the value of your claim.

Your right to legal costs in addition to compensation will apply only in cases subject to the following:-

- a) A claim Involving personal injury where the values of your injury claim alone exceeds £1,000.00. Most injuries, even minor whiplash, will attract an award of damages exceeding £1,000.00 in value. You should be aware however that this limit may increase from time to time and this may affect your entitlement to recover costs from your opponent.
- b) Claims for damages after the 26th April 1999 not involving personal injury where the value of your claim exceeds £5,000.00.

In circumstances where there is a claim for injury or a claim not including injury but where the value of the claim exceeds £5,000.00 and Insurers or Representatives of your opponent fail to agree payment of our costs and disbursements in full, we reserve the right to deduct such sum that would equal the balance of our costs from your settlement. In the majority of cases we are able to successfully agree a payment of our costs and disbursements from the Insurers or Representatives of your opponent so that your settlement would be unaffected.

If there is no injury claim and the value of your claim does not exceed £5,000.00, your claim would be regarded as a "small claim". Should it be necessary to litigate it would be dealt with on the small claims track (formerly arbitration) whereby there is no entitlement to your legal fees even if successful, other than a nominal sum for costs known as fixed costs which are those costs which your solicitor is entitled to enter on a claim form for the preparation of the document that is lodged with the Court for commencement of proceedings and costs of entering a Judgment if applicable. Where successful in your claim not involving injury and the total value of your settlement is less than £5,000.00 or claims involving settlement in respect of damages for personal injury of less than £1,000.00 where there has been no order by the Court on costs, the Insurers or Representatives of your opponent may refuse to pay any costs whatsoever. We shall endeavour to negotiate any settlement on condition that fixed costs allowable by the Court in the event that proceedings had been commenced, shall be paid in addition. Should Third Party Insurers maintain no entitlement to costs, or agree to make a small payment by way of contribution to costs, we reserve the right to deduct our reasonable and proportionate costs from your settlement.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred. Any charges waived would be at our discretion or subject to such other agreement that may vary these Terms of Business for e.g. a Conditional Fee, Contingency or Contingent Fee Agreement.