**Our Fees and Services Information**

**Civil Litigation**

We act on behalf of individuals looking to recover compensation for losses they have incurred due to another individual’s or company’s negligence. More specifically this relates to the following claim types:-

* Personal Injury (including Clinical Negligence & Industrial Disease)
* Housing Disrepair

If you instruct us and we agree to act for you under a Conditional Fee Agreement, you will be liable for our fees in the event you successfully win your case or in the unlikely event you materially breach the terms of the agreement.

**Fees You Will be Liable for under a No-win-no-Fee Agreement**

|  |  |
| --- | --- |
| **Costs you are liable to pay if you win your case or if you breach your Agreement with Us** | **Cost** |
| Our success fee | This is our reward for success and it is not calculated by reference to the risks of the claim but is what we need to set it at in order to make claims of this type commercially viable for us. The success fee cannot be recovered from your opponent and you will be liable to pay it in full up to a maximum of 25% of the damages you are awarded, for general damages and past losses. |
| Our legal fees | These are calculated on an hourly rate basis and you can expect to recover the majority of our legal fees from your opponent. You will be liable to pay any shortfall up to an overall cap of 25% of all of your damages. |
| Any expenses (disbursements) spent on your behalf, eg court fees or expert fees | Generally, you can expect to recover the majority or all of your disbursements from your opponent (including the recoverable element of any After the Event Insurance Premium in a Clinical Negligence claim). You will be liable to pay any shortfall up to an overall cap of 25% of all of your damagesCertain factors can reduce the amount of disbursements you recover from your opponent, usually in complex matters. We will advise you if and when such factors arise.Please see the section below regarding after-the-event costs insurance, which is treated differently. |
| After the Event Insurance Premium | If you do not have suitable insurance in place to cover the risks of losing your case or if we are unable to obtain indemnity from such insurance on your behalf, we may recommend alternative cover to you. We only recommend insurance cover provided by companies with whom we have made contractual arrangements. We do not conduct an analysis of the insurance market.In the event that you win you will have to pay for the unrecoverable insurance policy at the end of your case from your compensation in addition to any contribution to success fee and any shortfall in fees or disbursements. |
| The fees of any barrister we instruct on your behalf | Generally, we will try to instruct a barrister on a no-win-no-fee basis. If so, we will advise you at the time what fees you will be liable to pay the barrister.If we cannot instruct a barrister on a no-win-no-fee basis, the barrister’s fees will be treated the same as any other disbursement (see above). It is possible that Counsel’s fees are not wholly recoverable from your opponent, in which case you may contribute towards their fees up to the overall cap. |

**How long will it take?**

An average case can take between 12 and 48 months. However, the time that your case might take will depend on a number of factors, including:

* The type of claim
* The nature and severity of your injuries
* Whether your case involves multiple parties or complicated legal issues
* The volume and quality of evidence required to support your claim
* Whether your case goes to trial or is settled outside of court

**What work would you be doing for me?**

Whilst every case is different, here is an example of the key stages of most claims. Some stages may switch position, and some stages may or may not be required depending on the circumstances of the case.

|  |  |
| --- | --- |
| Stage 1 | Initial Case Review and advice on merits |
| Stage 2 | Obtain Medical Evidence. For example, reviewing your medical records and assessment by a relevant independent medical professional |
| Stage 3 | Letter of Claim sent to opponent |
| Stage 4 | Review and advice on Opponent’s response |
| Stage 5 | Proceedings Issued |
| Stage 6 | Case heard at trial (in minority of cases) |
| Stage 7 | Settlement Negotiations |
| Stage 8 | Compensation Received |

**Cancellation**

If you wish to cancel this contract you can do so within 14 days at no cost. Just let us know.

If you cancel our service after 14 days and after we submit your claim you will be liable to pay our fees.