

RETAINER AGREEMENT FOR CRIMINAL INJURIES COMPENSATION
AUTHORITY CLAIMS

This agreement is a binding legal contract between you and your solicitors. Before you sign, please read everything carefully.

Words like 'our disbursements', 'basic charges', 'win' and 'lose' are explained under the heading 'Explanation of Words Used' below. You will know a word is explained because it will be in bold like **this**.

Agreement Date:

We, the solicitors

{ MERGEFIELD
PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD
PRACTICEINFO_HOUSE }
{ MERGEFIELD PRACTICEINFO_AREA
}
{ MERGEFIELD
PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD
PRACTICEINFO_POSTCODE }

You, the client

{ MERGEFIELD "LINKNAME_FORENAME_1"
}{ MERGEFIELD "LINKNAME_SURNAME_1"
}
{ MERGEFIELD "CLIENT_AREA" }
{ MERGEFIELD "CLIENT_HOUSE" }
{ MERGEFIELD "CLIENT_POSTAL_TOWN" }
{ MERGEFIELD "CLIENT_COUNTY" }
{ MERGEFIELD "CLIENT_POSTCODE" }

What is covered by this agreement

Your **claim** to the Criminal Injuries Compensation Authority ("CICA") for compensation (known as "damages") for personal injury on { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "dd MMMM yyyy" }.

What is not covered by this agreement

- Any appeal or review.

Paying us

If you win your claim, you pay our **basic charges** equivalent to 25% of the amount of damages awarded, and our **disbursements**.

There is no ability to recover these amounts from CICA. Please also see conditions 4 and 6.

If you receive an **interim award**, we may require you to pay our **disbursements** at that point and a reasonable amount for our future disbursements, together with our **basic charges** to date.

If you **lose** the application, you do not have to pay our charges but may require you to pay our **disbursements**.

If you end this agreement before you **win** or **lose**, you pay our basic charges on an hourly rate for the work done and our **disbursements**. Please also see condition 7(a).

We may end this agreement before you win or lose. Please also see condition 7(b) for details.

Basic charges

These are for work done from now until this agreement ends.

Value added tax (VAT)

We add VAT, at the rate (now 17.5%) that applies when the work is done, to the total of the basic charges.

Conditions

Conditions are attached because they are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask about anything you find unclear.

Other points

Immediately before you sign this agreement, we explained to you the effect of this agreement and in particular the following:

- (a) the circumstance in which you may be liable to pay our disbursements and charges;
- (b) the circumstances in which you may seek assessment of our charges and disbursements and the procedure for doing so;
- (c) whether we consider that your risk of becoming liable for any costs in these proceedings is insured under an existing contract of insurance;
- (d) other methods of financing those costs, include private funding, Community Legal Service funding, legal expenses insurance, trade union funding
- (e) other methods of financing those costs, include private funding, Community Legal Service funding, legal expenses insurance, trade union funding.
- (f) In all the circumstances, on the information currently available to us, we do not believe that a contract of insurance is appropriate.

Signatures

Signed for the solicitor/s

Signed by the client

.....

I confirm that my solicitor has verbally explained to me the matters in paragraphs (a) to (e) under "Other points" above.

Signed (Client)

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

I specifically confirm that I verbally explained to the client the matters in paragraphs (a) to (e) under "Other points" and confirm the matters at (e) in the writing in the conditions attached.

Signed..... (Solicitors)
{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }

Conditions

1. Our responsibilities

We must:

- Always act in your best interests, subject to our duty to CICA;
- Explain to you the risks and benefits of pursuing the application;
- Give you our best advice about whether to accept any decision or award;
- Give you the best information possible about the likely costs of your application for an award.

2. Your responsibilities

You must:

- Give us instructions that allow us to do our work properly;
- Not ask us to work in an improper or unreasonable way;
- Not deliberately mislead us;
- Co-operate with us;
- Go to any other medical or expert examination or CICA hearing.

3. Explanation of words used

(a) Advocacy

Appearing for you at CICA hearings.

(b) Basic Charges

Our charges for the legal work we do on your claim for damages.

(c) Application

Your request to CICA as a result of the application to CICA for damages for personal injury suffered as the result of being a victim of crime.

(d) Damages

Money that you are awarded by CICA as a result of the application, a review or appeal.

(e) Our Disbursements

Payment we make on your behalf such as (but not limited to):

- Expert's fees;
- Travelling and related expenses;
- Courier fees;
- Photocopying charges;

(f) *Interim damages*

Money that CICA agrees to pay while waiting for a final award or decision.

(g) *Interim hearing*

A CICA hearing that is not final.

(h) *Lien*

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be supplied after this agreement ends.

(i) *Lose*

CICA refuses to make an award of damages to you.

(j) *Win*

Your application for an award of damages is decided in your favour

4. What happens if you win?

If you win:

- You are then liable to pay our basic charges equivalent to 25%, and our disbursements plus VAT at 17.5%.
- You agree to pay into a designated account any cheque received by you or by us from CICA and made payable to you. Out of the money, you agree to let us take the balance of the basic charges equivalent to 25% of the award, our remaining disbursements and VAT. **You take the rest.**
- Payment for advocacy is explained in condition 6.

5. What happens if you lose?

If you lose you do not have to pay any of our costs.

6. Payment of advocacy

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. However, if a barrister is instructed due to the complexity of the application this will form a disbursement which you will be responsible for. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment prior to any application.

7. What happens when this agreement ends before your claim for damages ends?

(a) *Paying us if you end this agreement*

You can end this agreement at any time. We then have the right to decide whether you must:

- Pay our basic charges and our disbursements including barrister's fees when we ask for them; or

(b) Paying us if we end this agreement

(i) We can end this agreement if you do not keep to your responsibilities in condition. We then have the right to ask you to:

- Pay our basic charges and our disbursements including barrister's fees when we ask for them; or
- Pay the success fee if you go on to win your claim for damages.

(ii) We can end this agreement if we believe you are unlikely to win. If this happens, you will only have to pay our disbursements.

(iii) We can end this agreement if you reject our opinion about accepting an award from CICA. You must then:

- Pay the basic charges and our disbursements, including barrister's fees;
- If you ask us to get a second opinion from specialist solicitors outside our firm, we will do so. You pay the cost for a second opinion.

8. What happens after this agreement ends

After this agreement ends, and if CICA application is continuing then we will inform CICA that we are no longer acting for you.

We have the right to preserve our lien unless another solicitor working for you undertake to pay us what we are owed.