

Authority to Act

I, client.fullname hereby provide McDermott Smith Law with the following authority and instructions:

- I do not wish to instruct McDermott Smith Law to act for me under a standard retainer
- I instruct and authorise McDermott Smith Law to act for me under a Conditional Fee Agreement in respect of my claim for compensation arising from Secret/Undisclosed Commissions and related fees.
- I have read the CFA and accept and agree the terms and conditions of the CFA in their entirety and will pay and costs payable to McDermott Smith Law in accordance with the terms of the agreement.
- I confirm that I understand that the costs that I must pay to McDermott Smith Law under the terms of the CFA is 35% + VAT + ATE premium of any sums or benefit I receive.
- I instruct and authorise McDermott Smith Law to obtain ATE insurance on my behalf.
- I instruct and authorise McDermott Smith Law to obtain any and all records related to my case that may be required.
- I authorise and agree that the success fee should be as stated within the CFA document.
- I instruct and authorise my opponent to pay any and all monies due to me (to include any damages and/or costs) to McDermott Smith Law to allocate correctly on my behalf.
- I instruct and authorise McDermott Smith Law to retain and legal costs recovered from my opponent in payment of McDermott Smith Law's basic charges, expenses and disbursements
- I authorise McDermott Smith Law to release and experts/ agency that they choose to instruct, information relating to my case.
- I authorise McDermott Smith Law to release to any barrister that they choose to instruct information relating to my case.
- I authorise McDermott Smith Law to issue court proceedings on my behalf if applicable.

Signed:

Dated:

CONDITIONAL FEE AGREEMENT (CFA)

For use in claims for Plevin cases only.

This agreement is a binding legal contract between you and your solicitors. Before you sign, please read everything carefully. This agreement must be read in conjunction with the document above and forms part of this agreement.

Agreement date:

Between:

We, the solicitors: McDermott Smith Law, 5th Floor, St Hugh's House, Trinity Rd, Bootle, L20 3QQ

And:

You, the client(s):

What is covered by this agreement;

Your claim for reclamation of Secret/Undisclosed Commissions and any related fees/charges/interest arising from a Plevin Claim.

- Any counterclaim made against you
- Any appeal you make against an interim order
- Any proceedings you take to enforce a judgment, order or agreement
- Negotiations about and/or a court assessment of the costs of this claim

This Agreement applies to your claim from the date that we first started work on it, even if that date was before the date of this Agreement recorded above.

1. What is not covered by this agreement;

- Any appeal you make against the final judgment order

2. Paying us

If you win your claim, you pay our basic charges, our disbursements and a success fee and any applicable VAT charged at the prevailing rate. You are entitled to seek recovery from your opponent of part or all of our basic charges and our disbursements, but not the Success Fee. You will also pay the ATE insurance premium as set out in the document Conditions and Declaration document.

You will not be able to recover insurance premiums from your opponent. It may be that 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.

If this happens, we will not claim any costs for the work done after the last date for acceptance of the offer or payment. If you receive interim damages, we may require you to pay our disbursements at that point and a reasonable amount for our future disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges our disbursements and success fee at that point. If you lose you will not have to pay your opponent's costs unless any of the conditions listed in the document "CFA: What You Need to Know" apply.

In order to fund disbursements, such as expert's reports and court fees, we may take out disbursement funding on your behalf with your agreement. As we have to pay interest on the disbursement funding, we will reclaim any interest from the defendants as part of your claim. We have included in the initial retainer documents authorities for you to sign to enable us to obtain disbursement funding for your case.

3. The Success Fee

The success fee is set at 100% of our basic charges but will be capped at 35% of the damages plus VAT that you recover.

4. Basic charges

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

How we calculate our basic charges. These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis.

The hourly rates are:

The hourly rates are: Grade of Fee Earner	Per Hour
Solicitors with over eight years post qualification experience including at least eight years litigation experience.	£273
Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.	£242
Other solicitors and legal executives and fee earners of equivalent experience	£203
Trainee solicitors, paralegals and other fee earners.	£149

None of the success fee relates to the postponement of payment of our fees and expenses. The Success fee (inclusive of any additional percentage relating to postponement) cannot be more than 100% of the basic charges in total.

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.

The Success Fee cannot be more than 100% of the basic charges in total.

We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing how much of your damages should be attributed to General Damages and Past Pecuniary Loss, net of any sums recoverable by the Compensation Recovery Unit.

You also have the right to apply to the court for assessment of our costs, including our success fee.

Signed by client:

Dated:

Signed By McDermott Smith Law:

FORM OF AUTHORITY – ADVERSE ATE CLAIMS

I, `client.fullname` DO HERBEY PROVIDE MY IRREVOCABLE AUTHORITY THAT ALL AND ANY BENEFIT PAID OUT IN RESPECT OF ANY ADVERSE CLAIMS FOR DISBURSEMENTS BE PAID TO MCDERMOTT SMITH LAW LTD OF 5TH FLOOR, ST HUGH'S HOUSE, TRINITY RD, BOOTLE, L20 3QQ.

DATE:

SIGNED: