Antony Hodari Solicitors

Conditional Fee Agreement Explanation Leaflet - What you need to know about the CFA

Environmental Protection Act (EPA) Cases

1) Explanation of words used

(a) Appeal - Any action taken to challenge a final or interim decision of the court

(b) Basic Charges - Our charges for the legal work We do on Your Case or which We arrange for others, not including barristers, to do on Our behalf. This does NOT include the costs We deem reasonable for copying the file at Your request. This will be charged outside of this CFA agreement on a private paying basis and You will be required to put us into funds before the copy documents are released. If Fixed Costs apply to your case and our Basic Charges are less than the statutory recoverable Fixed Costs you become entitled to from your Opponent (whether by agreement or Court Order), you agree that any such Fixed Costs will be the minimum amount payable by you, even if our Hourly Rate charges are less.

(c) Cancellation Period - The period of 14 days starting with the date of receipt by you of the Notice of the Right to Cancel this agreement (a notice is included with this agreement).

(d) Case - Your prosecution under the Environmental Protection Act 1990, whether or not court proceedings are issued.

(e) Costs - The collective term for some or all of the Basic Charges, Disbursements and VAT thereon (but not Expenses).

(f) Counterclaim - A claim that Your opponent makes against you in response to Your Case.

(g) Compensation / Damages - Money that you are awarded whether by a court decision or agreement..

(h) Disbursement - Payments We make or incur on Your behalf such as:

- court fees;
- experts' fees;
- travelling expenses.

(i) Expenses - Payments We or you incur, or We make on Your behalf other than Disbursements.

(j) Interim Hearing - A court hearing that is not final.

(k) 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 applied after this agreement ends.

(l) Lose - The court has dismissed Your Case or you have stopped it on Our advice and any other outcome not being a "Win".

(m) The Client(s). You or Your- means the person, persons or entity represented under the CFA. If the CFA is intended to cover Joint tenants, then a "Win" on either or both tenants' Cases shall be a "Win" for the purposes of triggering the right for Us to be paid by You and such a liability is on a joint and severable liability.

(n) Trial - The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a Case concluding at trial includes a Case settled after the trial has commenced or a judgment.

(o) VAT. Value added tax. Our VAT number is 135 5784 92

(p) Win - Your Case is finally decided in Your favour, whether by a court decision or an agreement to pay you Compensation and or Your landlord is ordered or agrees to abate the Statutory Nuisance or by a court decision or an agreement to pay you Costs, or in any way that you derive benefit from pursuing the Case.

'Finally' means that Your opponent:

> is not allowed to Appeal against the court decision; or

> has not Appealed in time; or

> has lost any Appeal.

In the context of an Interim Hearing a Win shall amount to the securing of an order in Your favour in respect of the subject matter with which the Interim Hearing was concerned.

2) General Terms

If any of the following events occur, You will **break** the Agreement and **You will be liable to pay Our fees as set out below regardless of Win or Lose**:

(a) You fail to co-operate with Us

(b) You fail to attend any Court hearing which We reasonably request you to attend

(c) You fail to give Us necessary instructions when We ask for them

(d) You withdraw instructions from Us

3) Procedure

If Your Case is successful, Your opponent may pay compensation. We will seek to recover Our Costs (Basic Charges and the Disbursements plus VAT) made on Your behalf from Your opponent.

4) Basic Charges

These are Our charges for the legal work We do, based on the rates We charge. Letters and telephone calls are charged out on a time recorded basis at 1/10th of the hourly rate If Fixed Costs apply to your case and our Basic Charges are less than the statutory recoverable Fixed Costs you become entitled to from your Opponent (whether by agreement or Court Order), you agree that any such Fixed Costs will be the minimum amount payable by you, even if our Hourly Rate charges are less.

5) Disbursements

These are Our Expenses and fees that We pay on Your behalf to others involved in the case, for example court fees, barristers' fees, experts' fees, and official search fees. It may become necessary for a barrister to be instructed and if so We will discuss this with You. If a barrister is instructed You will be responsible for their fees. We will aim to engage the barrister under a conditional fee agreement so that if You Lose you will have nothing to pay.

6) What happens if You Win

> You are then liable to pay all Our Basic Charges, Disbursements and VAT.

> If You and Your opponent cannot agree the amount, the Court will decide how much You can recover. If the amount agreed or allowed by the Court does not cover all Our Basic Charges and Disbursements, We will not seek the balance from You.

> It may happen that Your opponent makes an offer that includes payment of Our Basic Charges. If so, unless We consent, You agree not to tell Us to accept the offer unless We and You agree what percentage is to be taken as representing Our Costs under this agreement.

> If Your opponent is receiving Community Legal Service funding, We are unlikely to get any money from him or her. So, if this happens, You will not have to pay Us Our Costs.

> We are allowed to keep any interest Your opponent pays on the charges. We are entitled to keep any "additional amount" Your opponent is ordered to pay under CPR r36.17(4)(d).

> You agree to pay into a designated account nominated by Us any money received for or on Your behalf and out of that money to allow Us to settle the balance of Our Costs and Expenses.

7) What happens if You Lose

You do not have to pay any of the Costs save to the extent that they are covered by insurance. You do have to pay:

> Your opponent's Legal charges and Disbursements if awarded by a court.

> Your Disbursements to the extent that they are not covered by insurance.

If You are insured against payment of these amounts by Your Insurance Policy, We will make a claim on Your behalf. If You are not already insured against such risks We may, at any stage of Your Case, recommend a policy of insurance against this risk to You. Where any claim We make for Your Disbursements under such a policy exceeds any indemnity provided, We agree to cap Our claim for Disbursements at a sum not exceeding the available indemnity.

8) What happens if You die before You Win or Lose:

In the event of Your death, this Agreement will survive subject to Your Personal Representative agreeing to continue to instruct Us under the terms of this Agreement. If Your Personal Representative does not provide such instruction, this Agreement will be deemed terminated by You. If that happens, then We will be entitled to recover Our Basic Charges, applicable VAT and any Disbursements incurred up to the date of Your death from Your estate.

9) Children and Protected Parties

If this Agreement has been entered into on behalf of a child or a protected party, that person will do so both as an express agent of the child or patient and as litigation friend.

Where the child or protected party reaches majority or regains capacity, he/she will be deemed to ratify or adopt this Agreement if he/she gives instructions under it or if he/she allows instruction to be given on his/her behalf. Such ratification or adoption will be both retrospective and prospective in effect.

If You lose capacity during the course of this Agreement, any person who, having this Agreement brought to their attention, subsequently provides instructions on Your behalf or as litigation friend or deputy will, in the absence of agreement to the contrary, be deemed to be acting as Your agent and/or Your litigation friend or deputy and shall be deemed to be doing so on the terms as set out in this Agreement.

10) Other Circumstances

We may end the Agreement if either:

- You reject Our opinion about making a compromise or agreement with Your opponent.

If this happens You may instruct Us to obtain an opinion from an independent barrister on the merits of the proposed compromise or agreement. If the independent barrister agrees with Us but You do not accept his advice, You must pay Our Costs up to this point. If the independent solicitor or barrister agrees with You but We do not accept his advice, You must pay Our Costs up to that point if later You go on to Win Your Case. This is subject to the provisions of section 6); however, You must ensure that You take no action to endanger recovery of these Costs and must include a claim for these sums as a condition to any future settlement of Your Case.

- We believe that You are unlikely to Win Your Case but You disagree with Us.

If this happens You do not have to pay Our Costs unless You go on to Win Your Case whereupon these must be included in any claim for Costs from the Defendant, subject to section 6).

- You act in a manner prejudicial to Your Case. If this happens, We may end this agreement and, if We do, You will have to pay Our Costs.

After this agreement ends, We will apply to have Our name removed from the record of any court proceedings in which We are acting. We have the right to preserve Our Lien unless another solicitor working for you undertakes to pay Us what We are owed.

11) Interim Hearings

If on the way to winning or losing You win an Interim Hearing, then We are entitled to payment of our Basic Charges and Disbursements related to that hearing in so far as the court orders them to be paid by the defendant and the defendant pays them.

If you receive Interim Compensation, We may require you to pay Our Disbursements at that point and a reasonable amount for Our future Disbursements. If You receive Provisional Compensation, We are entitled to payment of Our Basic Charges and Disbursements at that point.

12) Value Added Tax (VAT)

We add VAT, at the rate that applies when the work is done, to the total of the Basic Charges and, when applicable, Disbursements. Wherever We refer in this Agreement to any of those they include relevant VAT on them.

Other Matters

- It may be that Your opponent makes an offer of one amount that includes payment of Our Costs. If so, unless We consent, You agree not to tell Us to accept the offer if it includes payment of Our Costs at a lower rate than is set out in this Agreement.
- Our charges are set out in the client care letter and this Agreement. They are calculated by reference to hourly rates and six minute units. VAT is added. Disbursements or Expenses as defined herein may be payable. The arrangements for payment and the right to cancel are set out in this Agreement and in the Notice of the Right to Cancel at the end of it. If You agree to services starting within the Cancellation Period then the right to cancel will be lost.
- The services to be provided are legal services. The time for delivery of that service to a conclusion in any individual Case cannot be determined at this time. It is expected that it will take in excess of 30 days.
- Definitions of words used in this CFA are explained in the Conditions.
- You agree to pay into a designated account nominated by Us any money received for or on Your behalf and out of that money to allow Us to settle the balance of Our Costs.
- The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.
- Upon conclusion of Your Case and in the event that You are required to pay Us Costs, We will provide You with a Final Statute Bill. You have the right to apply to the court for assessment of Our costs.
- If You seek copies of documents without a court order then, if We agree to provide copies, You will be liable to pay Our reasonable Costs for addressing such a request charged at Our usual hourly rates together with reasonable copy charges and postage. This will be charged outside of this CFA agreement <u>on a private paying basis</u> and You will be required to put us into funds before the copy documents are released.
- This Agreement is governed by the law of England and Wales. Any disputes must be litigated there. In the event that any term, condition or provision of this Agreement is held to be a violation of any applicable law or statute or regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement.
- The parties acknowledge and agree that this Agreement is not a damages-based agreement within the terms of the Courts and Legal Services Act 1980.
- The likely timescale for resolution may be 6 to 12 months.
- The Case will be allocated to a fee earner with the relevant experience, supervised by a Manager/Partner/Regulated person as We deem necessary. The fee earner may change or be assisted by other Fee Earners of differing status. We may create and utilise precedents using generative AI under the direction and control of a supervision of a Manager/Partner/Regulated Person.

13) Assignment

The benefits and obligations under this Agreement may be assigned by Us at will. If We transfer Our business to any other legal entity, or, if You give instructions through any person, then, unless it is agreed otherwise, such will act so as to automatically novate this agreement between the new entity or other person (as applicable) and all rights and obligations under the Agreement immediately prior will be suspended until Win or Lose. The novated agreement and the original agreement will coexist and will be regarded as a continuous whole agreement. To be effective (and unless the court orders otherwise), any variation of or supplement to this Agreement must be made in writing (but need not be contained in this document).

14) Insolvency

Unless the contrary is agreed in writing or implied by conduct, then the insolvency of either party will not have the effect of terminating this Agreement. If, for whatever reason, a new agreement or retainer is made with the successor practice, administrator, assignee or with anyone else, then (in the absence of reason to believe otherwise) this Agreement will coexist with that Agreement such that in so far as the accrued rights are concerned, monies will be payable according to the outcome of the Case.

15) Referral Agreements

You may have been introduced to this firm by a third party company (an 'introducer'). Under Solicitors Regulation Authority Rules, before We can begin to act for you, We must give you information about the financial arrangement which We have with Your introducer (if applicable). We make a payment where applicable to the introducer for the referral to Us of a Case, if We agree to accept instructions.

16) Independence

Any advice that We will give You will be independent and You are free to raise questions on all aspects of the process.

17) Fraud

Although the great majority of cases are entirely genuine, it has to be acknowledged that dishonest prosecutions do exist. Any complainant who is found to have brought a fraudulent case risks having this reported to the police and being subject to criminal prosecution. In the event that the evidence establishes that a case is being brought dishonestly, We will be entitled both to terminate Our retainer and to seek recovery of any Costs and Disbursements which We have incurred.

18) Money laundering and proceeds of crime

The British money laundering legislation is contained in the Proceeds of Crime Act 2002. By law We must advise You about that legislation. The legislation covers the proceeds of any crime if money is made and then passes to a third person and back again in a way that makes that money appear as though it was obtained by legitimate means. If a claim has not taken place or occurred in the way in which We are instructed, or injury/damage is not as great as We are led to believe but a claim is made and money is paid by way of compensation then those monies may be deemed to be the proceeds of crime and if those monies passed through a solicitor's client account an offence under the money laundering provisions may have occurred. If We have reasonable grounds for suspicion that a crime has been committed We are obliged to report it.

19) Professional Indemnity Insurance

In accordance with the rules of the Solicitors Regulation Authority We maintain professional indemnity insurance, details of which are available at Our offices.

20) Electronic Identification

We may validate name, address and other personal information supplied by You against appropriate third party databases. By accepting these terms and conditions You consent to such checks being made. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This may affect Your credit rating. All information provided by You will be treated securely and strictly in accordance with the Data Protection Act 2018.

21) Instructing Experts

During the course of acting for You in connection with Your Case We usually need to obtain expert evidence to support Your Case such as from an Environmental Health Officer, Surveyor, Doctor or other expert. In some cases, Antony Hodari Solicitors instructs Ultima Legal Services Limited ("ULS"). Antony Hodari Esq, Stephen Lund and Anthony Pope are shareholders and directors of Antony Hodari Holdings Limited which trades as Antony Hodari Solicitors ("AHHL") and are also directors of ULS which is wholly owned by AHHL. Emma Rees is a director and shareholder of AHHL but has no direct relationship with ULS.

AHHL does not receive any commission or fees in respect of referrals to ULS. You are free to refuse to use the services of ULS but We should warn You that this may result in a delay in obtaining evidence required to progress Your Case. Unless We hear from you to the contrary, We will assume that you are happy for Us to use the services of ULS and will issue instructions accordingly.

22) Solicitors Code of Conduct

We are subject to a professional Code of Conduct which can be obtained from the Solicitors Regulation Authority website (https://www.sra.org.uk/solicitors/standards-regulations).

23) Housing Ombudsman Service

You may be able to take advantage of the Housing Ombudsman Scheme which is free to use however, we will be unable to assist you with this. The advantages of using a solicitor are that we will be able to advise you on any awards and timescale and we will be able to enforce any agreement made. The Ombudsman can only make recommendations and court action may still be required to force your landlord to undertake repairs.

24) Complaining about our service

If You are unhappy with the service You have received from Us please contact Your Case handler. If the issue cannot be resolved or the issue relates to the processing of personal data, You should contact Our COLP, who is responsible for Our complaints procedure, by email at clientcare@antonyhodari.co.uk or at Our registered address. Should You remain unhappy with the outcome of Your complaint, You have a right to complain to the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, www.legalombudsman.org.uk, within 1 year of the act/omission, or 1 year from when You should reasonably have known there was cause for complaint. You must also refer Your concerns to the Legal Ombudsman within 6 months of Our final response to You.

10/25