
STATUTORY INSTRUMENTS

1995 No. 1675

LEGAL SERVICES

The Conditional Fee Agreements Regulations 1995

Made - - - - *4th July 1995*

Coming into force - - *5th July 1995*

Whereas a draft of the above Regulations has been laid before and approved by resolution of each House of Parliament:

Now, therefore, the Lord Chancellor, in exercise of the powers conferred on him by sections 58(1) and 119 of the Courts and Legal Services Act 1990⁽¹⁾, hereby makes the following Regulations:—

Citation, commencement and interpretation

1.—(1) These Regulations may be cited as the Conditional Fee Agreements Regulations 1995 and shall come into force on the day after the day on which they are made.

(2) In these Regulations—

“agreement”, in relation to an agreement between a legal representative and an additional legal representative, includes a retainer;

“legal aid” means representation under Part IV of the Legal Aid Act 1988⁽²⁾;

“legal representative” means a person providing advocacy or litigation services.

Agreements to comply with prescribed requirements

2. An agreement shall not be a conditional fee agreement unless it complies with the requirements of the following regulations.

Requirements of an agreement

3. An agreement shall state—

(a) the particular proceedings or parts of them to which it relates (including whether it relates to any counterclaim, appeal or proceedings to enforce a judgment or order);

(b) the circumstances in which the legal representative’s fees and expenses or part of them are payable;

(1) 1990 c. 41; section 119 is an interpretation provision and is cited because of the meaning assigned to the word “prescribed”.

(2) 1988 c. 34.

- (c) what, if any, payment is due—
 - (i) upon partial failure of the specified circumstances to occur;
 - (ii) irrespective of the specified circumstances occurring; and
 - (iii) upon termination of the agreement for any reason;
- (d) the amount payable in accordance with sub-paragraphs (b) or (c) above or the method to be used to calculate the amount payable; and in particular whether or not the amount payable is limited by reference to the amount of any damages which may be recovered on behalf of the client.

Additional requirements

4.—(1) The agreement shall also state that, immediately before it was entered into, the legal representative drew the client's attention to the matters specified in paragraph (2).

(2) The matters are—

- (a) whether the client might be entitled to legal aid in respect of the proceedings to which the agreement relates, the conditions upon which legal aid is available and the application of those conditions to the client in respect of the proceedings;
- (b) the circumstances in which the client may be liable to pay the fees and expenses of the legal representative in accordance with the agreement;
- (c) the circumstances in which the client may be liable to pay the costs of any other party to the proceedings; and
- (d) the circumstances in which the client may seek taxation of the fees and expenses of the legal representative and the procedure for so doing.

Application of regulation 4

5. Regulation 4 shall not apply to an agreement between a legal representative and an additional legal representative.

Form of agreement

6. An agreement shall be in writing and, except in the case of an agreement between a legal representative and an additional legal representative, shall be signed by the client and the legal representative.

Amendment of agreement

7. Where it is proposed to extend the agreement to cover further proceedings or parts of them regulations 3 to 6 shall apply to the agreement as extended.

Dated 4th July 1995

Mackay of Clashfern, C.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations prescribe the requirements with which an agreement between a client and his legal representative must comply so as to enable it to be a conditional fee agreement under section 58 of the Courts and Legal Services Act 1990.

The Regulations are also applied with modifications to an agreement between a legal representative and additional representative, e.g. solicitor and counsel.