

of or arising in connection with any tax, national insurance or similar impost which may be found due from the client in respect of this agreement and the payment of fees by the client to the consultant thereunder.

4. CONSULTANT FEES

Retrospective period

If the case is successful, then you agree to pay the consultant 10% (TEN PERCENT) of any and all NHS Continuing Healthcare funding awarded. VAT at the standard rate may be added to that sum if the consultant becomes liable for collecting VAT.

Current assessment

If the case is successful, then you agree to pay the consultant 20% (TWENTY) of any and all backdated NHS Continuing Healthcare funding and the same percentage of any and all NHS Continuing Healthcare funding for a future period of 3 (THREE) months or until eligibility is lost, whichever is first. VAT at the standard rate may be added to that sum if the consultant becomes liable for collecting VAT.

For the avoidance of doubt, included in this agreement is an illustration which explains how the fee structure works in the event of a successful outcome with either of these cases.

You agree to supply the consultant with the required evidence of care fees and any payments made by you towards those fees. These documents will then be forwarded to the relevant NHS body for processing reimbursement. Once calculated, an offer of payment will be made by the relevant NHS body and the consultant will forward this to you for signing. The relevant NHS body will then pay you directly in full and the consultant will submit an invoice to you and you agree to pay in full within 14 (FOURTEEN) days from the date of the invoice.

5. WHAT HAPPENS IF THE CASE IS NOT SUCCESSFUL

You do not pay the consultant anything.

6. WHAT HAPPENS IF THE AGREEMENT ENDS BEFORE THE CASE ITSELF ENDS

You ending the agreement

You may end the agreement at any time but you are then liable to pay the consultant his costs incurred up to the date you end the agreement at a rate of £125 (ONE HUNDRED AND TWENTY FIVE POUNDS) per hour, plus VAT if applicable.

The consultant ending the agreement

The consultant can end the agreement if you cannot keep to your responsibilities as set out in section 7. You would then be liable to pay the consultant his costs incurred up to the date the agreement ends as outlined above, plus VAT if applicable.

If you reject the consultant's advice about accepting an offer made by the relevant NHS body, you are then liable to pay the consultant his costs incurred up to the date the agreement ends as outlined above, plus VAT if applicable.

If the consultant believes that you are unlikely to win and you disagree with the consultant, then you do not have to pay the consultant anything.

Death of client

This agreement automatically ends if the client dies before the case is concluded. The consultant would be entitled to recover costs up to the date the agreement ends as outlined above from the client's estate. Alternatively, following the death of the client, the legal representative(s) may wish to continue the case. If so, a new contingency fee agreement will be made between the legal representative(s) and the consultant on the same fee terms.

Death of attorney or deputy

This agreement automatically ends if the attorney or deputy dies and there is no surviving attorney or deputy. The consultant will be entitled to recover costs up to the date the agreement ends as outlined above from the client's estate. Alternatively, following the death of the attorney or deputy (and there is no surviving attorney or deputy) the person(s) lawfully appointed to deal with the client's affairs, may wish to continue the case. If so, a new contingency fee agreement will be made between the person(s) and the consultant on the same fee terms.

7. YOUR RESPONSIBILITIES

You must:

- Give the consultant clear instructions to allow the consultant to do the work properly.
- Not ask the consultant to work in any improper or unreasonable way.
- Not deliberately mislead the consultant,
- Cooperate with the consultant when asked.

- Inform the consultant of any meetings with, or correspondence received, from the relevant NHS body or any other organisation or health/social care professionals involved in your care during the lifetime of this agreement.

8. INTELLECTUAL PROPERTY RIGHTS

You agree not to use, re-use, amend, copy or share the intellectual property rights of the consultant without express written consent from the consultant. Specifically, these rights cover all written work the consultant does on your behalf.

9. YOUR RIGHT TO CANCEL

You have the right to cancel this agreement within 14 (FOURTEEN) days after the date this agreement is entered into. The agreement will commence once you have signed and returned this agreement and the consultant has signed in on receipt. The consultant will notify you of the date the agreement is signed by the consultant and the right to cancel period will then apply. The consultant will not charge you for any work undertaken if you cancel within the 14 (FOURTEEN) day cancellation period.

10. JURISDICTION

This agreement shall be governed by and interpreted in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England. No term of this agreement is enforceable by a person who is not party to it.

IN WITNESS whereof this agreement has been executed the day and year first above written above.

Signed by the consultant

Signed by the client/legal representative(s):

Illustration

1. Retrospective case

If, on a retrospective case, the relevant NHS body reimburses you £50,000 you would pay the consultant 10% of that amount, being £5,000 plus VAT if applicable.

2. Current assessment – backdated period

If, for example, the date of the decision of the current assessment is 1 June but eligibility is backdated by one month to 1 May, and you were paying £4,000 a month in care fees, the relevant NHS body would reimburse you £4,000. The consultant fee would be 20% of that, being £800.

2. Current assessment – future period

Now that eligibility has been established, there is a future saving to you of £4,000 a month from 1 June. Over three months, that saving would be £12,000 and you would pay the consultant 20% of that amount, being £2,400 **plus** 20% of the backdated amount mentioned in the previous paragraph (£800) for a total of £3,200 plus VAT if applicable.