



**1. Definitions and Interpretation**

- 1.1 **"Agreement"** means the contractual relationship between you and us which you enter by providing your signature. This includes where you provide your signature electronically.
- 1.2 **"BlueLion Claims"** means BlueLion Law Limited. Any reference to 'we', 'us' or 'our' in the Agreement shall be taken to be a reference to BlueLion Law Limited. "Cancellation Period" means 14 days following the date on which you provide your signature to the Claim Pack documents.
- 1.3 **"Claim(s)"** means a complaint or potential complaint against the Lender relating to (i) the failure to disclose commission charges, or other sums paid in connection with your Credit Product(s) and/or (ii) the failure to undertake sufficient affordability checks when arranging your Credit Product(s) and/or (iii) the mis sale of ancillary, or other products that were financed under your Credit Product(s) and/or (iv) any other unfair lending practices identified during the provision of services we provide to you.
- 1.4 **"Claims Services"** means the work we undertake to assess, prepare, submit and negotiate the Claim(s) with the Lender as outlined in Clause 2 of these Terms of Engagement.
- 1.5 **"Compensation"** means any sums offered, paid or given in respect of a settlement / pursuant to the FCA's proposed industry-wide compensation scheme, goodwill gesture, policy refund or rebate or any other payment associated with the Claim(s) including any interest payments and associated charges. For the avoidance of doubt, Compensation also includes any sums used to reduce any outstanding balances/debt.
- 1.6 **"Credit Product"** means a financial product allowing you to borrow money from a lender.
- 1.7 **"Credit Record Request"** means us reviewing your credit file to identify information about your Lenders and your Credit Products through either the submission of a soft credit check to credit reference agencies or a subject access request to the Lender. These requests will not adversely affect your credit rating.
- 1.8 **"DBA Fee"** means the amount you will have to pay us for our services as set out under Clause 5 below.
- 1.9 **"FOS"** means the Financial Ombudsman Service, which can review the Lender's decision about your Claim(s).
- 1.10 **"FOS Representative Fees"** means £250 which is reduced to £75 if it upholds your complaint.
- 1.11 **"Lender"** means the party against which you pursue the Claim / your opponent.
- 1.12 **"Success Fee"** means the amount you will have to pay us for our services as set out in Clause 6 of these Terms of Engagement
- 1.13 **"you / your" \*** means the account holder whose details are set out in the Letter of Authority and who has instructed us to act on their behalf.
- 1.14 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

**2. Our Services:**

- 2.1 Upon receiving your instructions, you authorise us to undertake a Credit Record Request / subject access request to identify the lenders with which you held car finance.
- 2.2 If we identify any other lenders you may have a Claim against as part of our investigations, you authorise us to pursue those Claims on your behalf.
- 2.3 Once we identify your car finance lender and we have substantiated your Claim, we will submit a Claim to your Lender.
- 2.4 Where your Lender does not provide a satisfactory outcome to your Claim, we will assess whether to submit your Claim to FOS and/or process your Claim by way of litigation where we consider such a Claim has a reasonable prospect of success.
- 2.5 You give your consent for us to apply your signature to a Letter of Authority and where applicable, the FOS complaint form in circumstances where we consider such a referral would benefit your Claim(s) and we will inform you of this in advance accordingly. Alternatively, you can refer your own Claim to the FOS directly.
- 2.6 We will not process the Claim(s) until we receive your instruction.
- 2.7 Once we receive your instruction, we will (a) undertake the Credit Record Request (through credit information service providers Valid8 IP Ltd, Checkboard Ltd and Valifi Ltd) to identify Lenders with which you held Credit Products and information about your Credit Products (b) submit a Claim(s) to a Lender(s), where we have all relevant information to do so and believe the Claim(s) has a reasonable prospect of success (c) where required, request additional information from you to substantiate your Claim(s) against a Lender(s); and/or (d) where required, request information from a Lender(s) or other relevant third parties about the Credit Product(s) you held.
- 2.8 We will use our reasonable endeavours to obtain Compensation for each Claim we pursue and will liaise and negotiate with the Lender on your behalf, as necessary to progress the Claim(s).
- 2.9 You understand that you have instructed us to request that the Lender investigates all Credit Products you hold/held with them under the instruction(s) provided, and that any successful Claim(s) will be subject to a DBA Fee(s) or a Success Fee(s).
- 2.10 By providing your instruction, you agree to us referring your Claim(s) to FOS, where we consider such referral would benefit your Claim(s). Where a Lender does not provide a satisfactory outcome to your Claim(s), your signature will be applied to a FOS Declaration Form which we will use to submit the Claim(s) to FOS where there is merit. Alternatively, we may refer you to a "not for profit" organisation, which will assist you in presenting your Claim(s) to FOS.
- 2.12 We will keep you updated throughout the Claim(s) and promptly notify you of the outcome of the Claim(s), including any offers of Compensation by the Lender(s).
- 2.13 We may outsource some elements of the Claims Services such as the administration of the Claim(s), taking and making of telephone calls and/or requesting documents from you, to a specialist supervised company. You agree for us to outsource elements of the Claim(s).
- 2.14 To ensure efficient claims processing, we adopt technology including AI within our claims management systems. By providing your instructions, you agree to use our technologies. Your data will be held in accordance with clause 15 below.



### **3. Our Responsibilities:**

- 3.1 Always act in your best interests, subject to our regulatory duties.
- 3.2 Provide you with a reasonable standard of service, in line with your agreement with us.
- 3.3 Explain to you the risks and benefits of taking legal action.
- 3.4 Give you our best advice about whether to accept any offer of settlement. In the event that we are unable to contact you within a reasonable period (within 21 days of an offer being made), we may accept an offer of settlement on your behalf on the basis that we consider it is either within the confines of the FCA's proposed industry-wide compensation scheme / a fair and reasonable offer pursuant to the jurisprudence in this area of law.
- 3.5 Keep you updated on all developments throughout your Claim(s) and advise you of any important matters that could affect the outcome of your Claim(s).
- 3.6 Progress your Claim(s) as quickly and efficiently as we can.
- 3.7 We will use reasonable endeavours to keep safe any information or documents that you, the Lender or any third party send to us. We will not be responsible for any loss to you or any third party arising out of the loss of documents or information, including in transit either to or from us. Any additional protection that you require for lost documentation or information (for example photocopies and/or a Recorded Delivery service by Royal Mail) will be at your discretion and your expense.
- 3.8 We are required to verify your identity and address. By giving your instruction, you acknowledge that you are giving consent to us to undertake an electronic verification check, where this is required. This process may involve searches with credit reference, fraud prevention agencies and the electoral register, which will be recorded on, but will have no adverse effect on, your credit file. We, or your Lender, may also require you to supply identification documents to allow us to verify your identity and address and/or to progress your Claim(s).
- 3.9 We may refuse, at our discretion, to act for you without giving reason.
- 3.10 We will not be liable to you whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and by us, such as (but not limited to) loss of profits, loss of opportunity, loss of benefits or tax demands.
- 3.11 Our total liability to you in respect of all losses arising under or in connection with your Agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £3,000,000, being the minimum level of professional indemnity insurance we are required by the SRA to maintain.
- 3.12 Nothing in these Terms of Engagement shall limit or exclude our liability for (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (b) fraud or fraudulent misrepresentation or (c) breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.

### **4. Your Responsibilities:**

**By entering into this Agreement, you have chosen to ask only us to represent you. You acknowledge that you could pursue the Claim(s) yourself either directly with your Lender and through FOS, or where applicable, the FCA's proposed industry-wide compensation scheme free of charge.**

#### **You must:**

- 4.1 Cooperate with us and provide clear and timely instructions that allow us to work on your case properly.
- 4.2 Go to any Court hearing when we ask you to.
- 4.3 Notify us of any change of contact details as soon as practicable.
- 4.4 Reply to our requests for information or documents in a timely fashion and no later than 10 business days from when such request is made.
- 4.5 Inform us promptly of any matters affecting the Claim(s) such as direct contact from the Lender to you and consult us before making any direct contact with or having any discussion or correspondence with the Lender concerning any aspect of the Claim(s).
- 4.6 Not abandon or discontinue the Claim(s) or any part of the Claim(s) against our advice.
- 4.7 Not settle the Claim(s) without our consent and without first cancelling this Agreement.
- 4.8 Confirm within a reasonable period (within 21 days of an offer being made) whether you wish to accept any offer to settle your Claim proposed by the Lender.
- 4.8 Give us the exclusive right to deal with the Claim(s) and not enter into any new agreement, orally or in writing, with any other person(s) in respect of the Claim(s).
- 4.9 Observe good faith in all your dealings with us, disclosing all relevant information.
- 4.10 Provide us with all reasonable assistance to recover costs from your Lender.

#### **You must not:**

- 4.7 Attempt to mislead us, your Lender, or the Court.
- 4.8 Ask us to work in an improper or unreasonable way or cause or contribute to a conflict of interest that would prevent us from continuing to act in the Claim(s).
- 4.9 If you fail to honour your Responsibilities, we shall be entitled to terminate the Agreement and the payment circumstances in Clause 7 shall become effective.
- 4.10 By entering into this Agreement, you agree to (a) provide us with all information and documents which are relevant to the Claim(s), including but not limited to Credit Agreements, letters, documents and e-mails. You agree to provide Instruction for us to request any information required to substantiate the Claim(s) from the Lender, by way of a subject access request or by any other method.



4.11 You understand that upon receipt of your Claim(s) and/or if your Lender finds that your Credit Product was unaffordable, your Lender may freeze and/or reduce your credit limit. Where your Credit Product finances a vehicle, your Lender may seek the return of the vehicle, as part of their resolution to your Claim, if your repayment amounts to date do not exceed the value of the initial Credit Product.

**5. Compensation, Fees and Charges under a DBA**

5.1 You acknowledge that any approximate value of Compensation given to you is an estimate only. The success of any Claim(s) depends on your individual circumstances and / or the proposed industry-wide consumer redress scheme.

5.2 If we are not successful in obtaining an offer of Compensation then you owe us nothing, providing that you comply with your responsibilities in Clause 4 above.

5.3 Under the terms of the DBA, if we are successful in obtaining a reasonable offer of, or payment of Compensation, then our DBA Fee will be calculated on the basis of the value of any Compensation offered or obtained for you for each individual Credit Product. The table below sets out the DBA Fee percentage applicable to each band of Compensation, and the maximum total DBA Fee for each band:

Compensation	DBA Fee Percentage (not including VAT)	Maximum Fee (not including VAT)	Maximum Fee (including VAT)
£1 - £1,499	30%	£420	£504
£1,500 - £9,999	28%	£2,500	£3,000
£10,000 - £24,999	25%	£5,000	£6,000
£25,000 - £49,999	20%	£7,500	£9,000
£50,000 or more	15%	£10,000	£12,000

5.4 The DBA Fee percentages and amounts in the table above are inclusive of VAT, which is charged at the prevailing statutory rate.

5.5 We provide an estimate of our DBA Fee and VAT based on different Compensation values in the table below. The Compensation you are offered will vary based on the value and duration of your Credit Product and may exceed these estimates. Please note that if your Claim(s) is referred to FOS as a complaint, it will charge a representative's fee of £250 (as set out above) which is reduced to £75 if it upholds your complaint. This fee will be borne by us.

Compensation	DBA Fee (not including VAT)	VAT
£1,000	£300	£60
£3,000	£840	£168
£5,000	£1,400	£280

5.6 We have set our DBA Fee at the rates provided in Clause 5.3 on the basis that (i) we will not be paid unless your Claim is successful and therefore will bear the significant risk that we will not recover any payment for the time spent by us on your Claim; the amount of the DBA Fee is dependent on the amount of Compensation offered; (iii) your Claim may be subject to the temporary complaint handling rules of the FCA meaning that there may be a delay between us undertaking the work and receiving our DBA Fee; and (iv) the fee cap imposed by our regulator, the Solicitors Regulation Authority (SRA).

5.7 For the avoidance of doubt, if you receive an offer of Compensation from your Lender, which we advise you is reasonable, and you reject that reasonable offer, or refuse to sign any acceptance from the Lender, an amount equal to the DBA Fee will still be payable by you to us even though you would not receive any Compensation yourself as you have rejected that reasonable offer.

5.8 If your Lender requires you to sign an acceptance form, or otherwise accept their offer of Compensation, we will contact you to make you aware of this and provide details of the offer of Compensation. If you do not reject your Lender's offer of Compensation within 21 days, we will assume that you have accepted the offer of Compensation and we may accept the offer of Compensation on your behalf.

5.9 If Compensation is paid to you as a result of the proposed industry-wide consumer redress scheme (a 'scheme'), our DBA Fee will still be payable to us on consideration of our work in respect of your Claim(s). You agree to direct your Lender to make any Compensation paid under a scheme directly to us. If the Lender offers or pays Compensation due under a scheme to you directly, you agree to notify us immediately (no later than seven days) and to provide the details we need to calculate the DBA Fee.

5.10 In entering this Agreement with us, you have agreed for all Compensation to be paid directly to us and agree that we shall deduct the DBA Fee before paying the balance of Compensation to you. Before deducting our DBA Fee from any Compensation received, we will send an invoice to you which details the amount due to us and the balance of Compensation due to you. All funds will be held in our client account in accordance with the rules of the SRA.

5.11 For the avoidance of doubt, where you have more than one Agreement with us that results in a successful Claim, we may deduct from any Compensation paid, the DBA Fee in respect of each of the Claims from the Compensation received for any one of those Claims. This may mean that Compensation paid as a result of the Agreement is used to offset a DBA Fee that is due in respect of another claim you have with us.

5.12 Payment of the DBA Fee becomes due at the point that either we or you are informed of an offer of Compensation and it is payable from the date on which we or you receive the Compensation. If the Lender offers or pays Compensation to you directly, you agree to notify us immediately (no later than seven days) and provide the details we need to calculate the DBA Fee. We will then send you a bill for our services which is payable within 7 days.

5.13 Compensation may be used by a Lender to reduce any outstanding debt that you owe a Lender and you understand that our DBA Fee will be payable based on the total amount of calculated Compensation even if the Lender does not pay the whole sum of the Compensation to you.



- 5.14 Your Compensation may be applied as part of your bankruptcy estate, insolvency asset, or other debt arrangement and your Compensation may not be paid directly to you. If Compensation is paid directly by the Lender to an Insolvency Practitioner or the Official Receiver, and you do not receive any Compensation, you will not be liable for our DBA Fee.
- 5.15 If you fail to pay the DBA Fee due and payable in accordance with the Agreement, we reserve the right to cancel all other active Claims.
- 5.16 We reserve the right to charge for costs incurred in recovering unpaid DBA Fees where an offer or payment of Compensation is made from a Lender to you.
- 5.17 You agree to provide us with your bank details by a secure method to enable us to pay you your Compensation, less our DBA Fee.
- 5.18 We will take reasonable steps to ensure you receive any money due to you. If you do not provide your bank details within 12 months of us receiving your Compensation, or a cheque we issue to you is not cashed within 12 months of the issue date and we do not receive any contact from you, we will close your file and you agree for us to pay the outstanding monies to a charity of our choice in line with the SRA's Accounts Rules.
- 5.19 Our Agreement shall remain in effect until all Claims where a DBA Fee is payable have been settled in full.

## 6. Compensation, Fees and Charges under a CFA

- 6.1 If we are not successful in obtaining an offer of Compensation then you owe us nothing, providing that you comply with your responsibilities above.
- 6.2 If we are successful in obtaining an offer of Compensation, you will pay us our Basic Charges, together with the Expenses and the Success Fee, upon the terms set out in the CFA. Under the terms of the CFA our London-based hourly rates, including VAT, are:

Grade of Fee Earner	Hourly rate	Including VAT
Senior Partner	£650	£780
Partner	£400	480
Legal Associate	£256 to £385	£310 - £460
Assistants and Paralegals	£150 to £215	£180 - £258
Consultant	£300	£360

- 6.3 We review the hourly rates from time to time, and we will notify you of any change in the rate in writing. Our Basic Charges are calculated for each hour or tenth of an hour (one unit) engaged on the Claim. Routine letters, emails, telephone calls and telephone/text messages or other instant messages made or received will be charged as a minimum of one unit where they take one tenth of an hour (i.e. 6 minutes) or less to deal with. If they take longer than one tenth of an hour to deal with, they will be billed in units of 6 minutes rounded upwards to the nearest 6-minute unit.
- 6.4 The Success Fee is set at 100% of our Basic Charges but will be capped at a maximum of 40% plus VAT of what you receive by way of a Recovery Amount. VAT will be added to the Success Fee. VAT is also added to our Basic Charges and Expenses. Please see further clauses 5.7 to 5.19 above in respect of how the Success Fee is implemented in practice and in accordance with the SRA's Guidelines.

## 7. Payments

- 7.1 By signing the Agreement, you provide us with irrevocable instructions to request that all third parties shall make payments directly to us which would otherwise be due to you. Out of that money, you agree to let us take the appropriate balance of the DBA Fee or the Success Fee, as applicable. You will take the rest subject to the deduction of disbursements incurred on your behalf.
- 7.2 If you or we receive an interim payment in respect of damages, you agree that we may take an appropriate pro-rata payment in respect of the DBA Fee or Success Fee, as applicable, together with a reasonable amount in respect of disbursements already incurred or anticipated.

## 8. What happens if you do not recover any payment in respect of your Claim(s)?

If you do not recover any payment in respect of your Claim(s), you do not have to pay us anything, unless you have not complied with your responsibilities as set out under Clause 4 of the Agreement.

## 9. Cancellation and Assignment

- 9.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days ("cooling off period") without giving any reason and at no charge to you. You must notify us of your intention to cancel by using the cancellation notice in your Client Pack and sending it by post or e-mail to BlueLion Claims, The Centro Buildings, 20-23 Mandela Street, London NW1 0DU / negaryazdani@bluelionlaw.co.uk. By providing your signature to us, you expressly request that we commence the services immediately and prior to the end of the cooling-off period. You further acknowledge that by providing your signature to us that your right to a 14-day cooling off period is waived if your Claim has been processed by the Lender and an offer of Compensation has been made within this 14-day period.
- 9.2 Upon receiving your request for cancellation, we will cancel your Claim(s) on our system and inform your Lender that you have withdrawn your instruction, but you will be required to contact your Lender(s) to request it also cancels the Claim(s).
- 9.3 You further acknowledge that by providing your signature to us, that your right to a 14-day cooling off period is waived if your Claim has been processed by the Lender and an offer of Compensation has been made within this 14-day period. In the event that you cancel this Agreement during the Cancellation Period, you also agree to pay us any expenses we have incurred on your behalf during that period plus VAT on those expenses.



- 9.4 We may at our sole discretion cancel this Agreement at any time but we must act reasonably in taking such a decision. We will promptly notify you if we decide to cancel this Agreement together with the reasons for doing so.
- 9.5 We (including any third party funder as referred to in the DBA / CFA above) may assign the benefit of this Agreement, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do this. This will not affect your rights as the Client and will not be on any more onerous terms to you. In this circumstance, you will be notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under this Agreement to others. This Agreement is personal to you and is not assignable by you except by your personal representatives.
- 9.6 You can cancel this Agreement for no charge if we are in breach of our obligations to you under this Agreement. You must inform us in writing either by email or post that you believe we are in breach of our obligations and state what you believe those breaches are.
- 9.7 Upon receipt of the cancellation notice, you will be informed by us of the charges you are liable for, if any, up to the date of cancellation. We may keep all documents and papers whilst there is still money owed to us for our fees. Such documents and papers will continue to be stored in accordance with our Privacy Policy on our website referred to in clause 15 of these Terms of Engagement.
- 9.8 Under the DBA and the CFA, we have agreed to act on your behalf without payment unless you receive payment in respect of your Claim(s). We are potentially therefore acting for you without payment for our services and we can therefore end the Agreement if we consider that you are unlikely to recover any payment in respect of your Claim(s). You do not have to pay us anything apart from any expenses we have incurred on your behalf plus VAT on those disbursements or expenses payable by you to us immediately upon cancellation of this contract. For further information on what the disbursements and expenses consist of, please see clause 10.1 of the DBA and clause 11 of the CFA.
- 9.9 We can end the DBA or the CFA if you do not comply with your Responsibilities as set out in Clause 4 of these Terms of Engagement. In those circumstances. If we do so after the Cancellation Period because you do not keep to your responsibilities, you agree you will pay us our charges calculated based on our hourly rate.
- 9.10 In the event that you cancel the DBA or the CFA outside of the Cancellation Period or we have no option but to terminate the DBA or CFA due to you providing misleading or inaccurate information or if you have breached a term of the DBA or CFA or these Terms of Engagement, then you are liable for our fees which are further set out in clause 11 of the DBA (a maximum of £300 excluding VAT) and clause 12 of the CFA .
- 10. What happens if you die before you Win**
- 10.1 If you were to die before you Win your Claim(s), the default position will be that, subject to the provisions below, the DBA / CFA will continue to exist and will not be terminated. We will, however, be able to elect to terminate the DBA / CFA if we do so within a reasonable period of learning of your death.
- 10.2 If the Personal Representative of your estate gives instructions to us to pursue the claim on behalf of your estate, and if they accept legal services from us for a period of seven days or more, then unless they indicate otherwise, they will be deemed to have: (i) adopted the Agreement as if they had always been a party to it and as if they had always had joint and several liability under it; and (ii) adopted the Agreement as being their own agreement for all incurred costs and costs yet to be incurred.
- 10.3 If the Personal Representative of your estate is unable or unwilling to adopt the DBA / CFA in accordance with the provisions above, then we will be at liberty to end the DBA /CFA on the grounds of non-compliance with the obligations set out in Clause 4 and this will attract the payment consequences in this Clause 9.10.
- 11. What happens after the Agreement ends?**
- We have the right to preserve our lien over any property of yours (including your full file of relevant documents) in our possession unless and until any money owed to us under the DBA or the CFA (as set out more fully in Clause 9.10 above) is paid in full. This means we can keep your papers until you pay us in full.
- 12. Other Information**
- 12.1 The services to be provided by us are legal services. The Financial Conduct Authority has now formally announced its industry-wide motor finance redress scheme. We will keep you updated as to the operation and progress of the Scheme so we can provide you with accurate and timely information about how it applies to your Claim(s) and the expected timescales for any compensation payments.
- 12.2 We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts ([www.fca.org.uk/register](http://www.fca.org.uk/register)). This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA.
- 12.3 We are not authorised to give investment advice. If such advice is required, it should be provided by a person authorised by the FCA. We are authorised to carry out only a limited range of activities relating to investments incidental to the provision of our legal services. Details of these can be provided on request. Complaints and redress mechanisms for any such activities performed by us are provided through the SRA and the Legal Ombudsman.
- 12.4 Unless we are engaged expressly by you to give tax advice, we will assume you have your own tax adviser and our services will not include any tax advice in relation to any matter.
- 12.5 If a barrister is instructed pursuant to a CFA, their fees will be included within the DBA Fee as an Expense provided that the barrister agrees to act under a separate CFA with this firm or as otherwise agreed by us.
- 12.6 Whilst the day-to-day handling of your matter may be conducted by different fee earners the person having overall responsibility for the provision of our legal services to you is Negar Yazdani.
- 12.7 In the event that any term, condition or provision of these Terms of Engagement is held to be a violation of any applicable law



or statute or regulation, the same shall be deemed to be deleted from these Terms of Engagement and shall be of no force and effect and these Terms of Engagement shall remain in full force and effect as if such term, condition or provision had not originally been contained in these Terms of Engagement.

- 12.8 To be effective (and unless the Court orders otherwise), any variation of or supplement to these Terms of Engagement must be made in writing (but need not be contained in this document).
- 12.9 You expressly approve the DBA Fee / Success Fee in full. Similarly, all expenses incurred under the DBA / CFA are incurred with your express and/ or implied consent. In respect of the CFA, it has been explained to you that this means that any (if possible) assessment of the Success Fee will proceed on the indemnity basis and on the assumption that the amount of the Success Fee and/or expenses are reasonable in amount, pursuant to Civil Procedure Rules 46.9(3).
- 12.10 These Terms of Engagement do not require an actual signature such may be implied from correspondence.
- 12.11 We (including any third party funder as referred to in Clause 9.5 of the CFA / clause 12 of the DBA above) may assign the benefit of the CFA / DBA, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do this. This will not affect your rights as the Client and will not be on any more onerous terms to you. In this circumstance, you will be notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under the CFA / DBA to others. This CFA / DBA is personal to you and is not assignable by you except by your personal representatives. The benefits of any ATE policy taken out on your behalf may also be assigned to a third party funder. By signing the DBA / CFA and accepting these Terms of Engagement, you confirm your acknowledgement of such assignment(s).
- 12.12 We may, at any time, modify these Terms of Engagement and our Privacy Policy and we will provide you with notice of the same.

### **13. Anti-Money Laundering Requirements**

- 13.1 Under The Money Laundering Regulations 2017 (MLR) and The Proceeds of Crime Act 2002 (POCA) all law firm employees and partners are required to report any knowledge or suspicion of money laundering or client involvement in the proceeds of crime to the National Crime Agency (NCA). Proceeds of crime have no lower limit and could mean cash income you have earned which has not been disclosed to the Inland Revenue, or the welfare benefits agency.
- 13.2 With regard to MLR, unless prior written agreement has been obtained, our policy is not to accept cash payments in excess of £1,500. If you ignore this policy by depositing larger sums of cash, we reserve the right to charge you for any additional checks we determine are necessary to prove the source of the funds.
- 13.3 Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 13.4 We are required to conduct certain anti-money laundering checks to comply with our regulatory obligations which may include a PEP and sanctions check and a soft credit search.

### **14. Client Care and Complaint Handling**

- 14.1 We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of service you have received, please contact Rebecca Riches. If you need to speak to anyone else you can contact Negar Yazdani, the Managing Partner at [negar.yazdani@bluelionlaw.co.uk](mailto:negar.yazdani@bluelionlaw.co.uk).
- 14.2 We are subject to a professional Code of Conduct, which can be obtained from the SRA or from their website ([www.sra.org.uk/consumers](http://www.sra.org.uk/consumers)).
- 14.3 Our complaints procedure is available by email or post upon request. We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can contact them (0300 5550333, [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), PO Box 6167, Slough SL1 0EH, or at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). The Legal Ombudsman investigates complaints about service issues with lawyers. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of your final response to you.
- 14.4 Our professional indemnity insurance is with Bridgehaven Specialty UK Limited (policy no P10809425) and we can provide you with a copy of the policy on request.

### **15. Data Protection**

In accordance with the General Data Protection Regulation 2018, we may use (and you consent to the use of) your personal information together with other information: to provide legal services, marketing, administration and training and for sharing with third parties (including third party funders, related companies, associates and services providers we may engage from time to time). Some of these entities may be based outside of England and Wales. Any providers we use are bound by confidentiality agreements to protect your information.

### **16. Client Care Standards**

We operate a system throughout our offices of insisting our staff meet certain standards regarding client care. As part of our quality control procedures, files are reviewed periodically by approved professional bodies and by signing this Agreement you are confirming your consent to such reviews.

### **17. Fee Sharing and Introduction**

- 17.1 If you were introduced to us by a third party, we may have entered arrangements with that third party to pay them a referral fee. Different arrangements exist with different introducers, however, the maximum we pay the third party is 50% of the DBA Fee or the Success Fee, as applicable.. This fee does not have any additional effect on you and on the fees you must pay us, and we remain independent solicitors with a duty to you alone. As set out at Clause 12.11 of these Terms of Engagement, we work with litigation funders and we would be happy to give you further information about the fee payable in your case on request.
- 17.2 We may also keep your information for a reasonable period to contact you about our services and third party services but will do so by your preferred method, and you may decide at any time that you no longer wish to be contacted. If you give us information



about another individual for business purposes, you do so on the basis that the individual has agreed and has consented to the processing of his or her personal data including sensitive personal data.

**18. Retention of File**

Upon conclusion, we will provide you with written notification of how long we will retain the file of papers and during that period you are free to request retrieval of the file at any time although we may use an off-site location for archiving and we do ask you to allow us a period of 14 days from the date of your request to comply with your file retrieval request.

**19. Communication**

You agree that we may correspond with you by email and that we may send you our final invoice by this method. You acknowledge that that electronic communication carries with it the possibility of inadvertent misdirection, interception, or non-delivery of confidential material. Please let us know in writing if you do not want to receive any correspondence from us on your matter by email.

**20. Confidentiality**

We are under a strict professional duty of confidentiality to you. The only exceptions to this are when you authorise us to disclose information, we are required to make a disclosure under applicable regulations/legislation or we are otherwise required to do so by law.

**21. Governing Law and Jurisdiction**

These Terms of Engagement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Engagement or its subject matter.

