



# Mendelsons Solicitors

## Damages Based Agreement (DBA)

The Agreement is dated: {CreatedDate}

Parties:

We, Mendelsons Solicitors, 52 Bury New Road, Prestwich, Manchester, M25 0JU

You, {Name}, the client.

### Background

- a) This Agreement is a Damages Based Agreement (DBA) within the meaning of section 58AA of the Courts and Legal Services Act 1990 and the Damages Based Agreements Regulations 2013 (SI 2013/609).
- b) It contains the terms and conditions upon which we agree to act for you on your Claim(s) on a contingency basis, so that we will be paid the agreed percentage if you win but will be paid nothing if the Claim is not successful.
- c) We are acting for you on a DBA because it is anticipated that your case will be treated as a 'small claim' by the Courts, in which your full legal costs will not be recoverable as an add-on to your compensation. If your case is not treated as a small claim or if your claim appears unexpectedly complex, we may offer you a conditional fee agreement (CFA) in place of this DBA, as this may be more advantageous to you.

### 1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings

<b>Claim:</b> Your claim(s) for any undisclosed commission(s) and / or compensation amounts including interest awarded, in relation to any mis-sold motor finance and/or commission(s) by any creditor, broker or intermediary payable in respect of any credit finance agreement(s).	<b>Success Fee:</b> an amount equal to a maximum of 30% plus VAT of the sum awarded to you on a successful settlement or judgment in your Claim. This may also be referred to as a "Contingency Fee".  Our fees are broken down in the table under 'Our Fees' at Section 2.  For the avoidance of doubt, the 'sum awarded to you' includes any reduction to your indebtedness that results from your Claim as well any direct monetary compensation.
<b>Defendant(s):</b> Car Finance Lenders	<b>We/Us:</b> Mendelsons Solicitors
<b>Disbursements:</b> Court fees and any other costs associated with issuing your Claim at Court (excluding our professional fees and any Counsel fees).	<b>Win:</b> either you accept an offer of settlement, or the Court decides in your favour in respect of one or more of your Claims.
<b>Lose:</b> no settlement is reached between you and your opponent and/or the Court decides against you in respect of your Claim.	<b>You/Your:</b> {Name}

## **2. Our Fees**

**Our Fees are capped as below per claim:**

<b>Band</b>	<b>Redress awarded for a claim</b>	<b>The maximum percentage rate of charge</b>	<b>The maximum total charge (£)</b>
1	£1 - £1,499.00	30%	£420.00
2	£1,500 - £9,999.00	28%	£2,500.00
3	£10,000.00- £24,999.00	25%	£5,000.00
4	£25,000.00 – £49,999.00	20%	£7,500.00
5	£50,000 or above	15%	£10,000.00

2.1 If we are successful in obtaining an offer or payment of Compensation, then you pay us a Success Fee of a maximum 30%, plus VAT as applicable, of any Compensation for any Claim.

2.2 If you have an outstanding balance with your lender, they may use all, or part of, your compensation to pay this outstanding balance meaning that you may not receive any cash “in hand”. In this event, our Success Fee will still be calculated against the full compensation amount.

2.3 Example 1: If your Lender makes an offer of £1,000 compensation and you have no outstanding balance with the Lender, your Lender will pay us £1,000. Of this, £360.00 (30% + VAT) will be deducted to pay our success fee, and £640.00 will be paid to you

2.4 Example 2: If your Lender makes an offer of £2,000 compensation and you have no outstanding balance with the Lender, your Lender will pay us £2,000. Of this, £672.00 (28% + VAT) will be deducted to pay our success fee, and £1,328.00 will be paid to you.

2.5 Please carefully read our Terms of Engagement which describes key aspects of our relationship, including further information about our Fees.

## **3. The Purpose of this Agreement**

3.1 This is an Agreement with us as your solicitors for the provision of advocacy and litigation services in respect of the Claim described at clause 2.2 You enter into this Agreement with us for the pursuit of your Claim against the Defendant as follow for damages or relief pursuant to the Consumer Credit Act 1974 under section 140 in relation to any compensation against the lender or broker for mis sold car finance.

3.2 We will pursue your Claim against the Defendant for damages or unfair relationship or relief pursuant to the Consumer Credit Act 1974 and refunds of unfair, unlawful or improper payments suffered as a result of your credit agreement or payments for insurance on any related product.

## **4. What this Agreement does not cover**

4.1 This Agreement is limited to pursuit of your Claim identified in Clause 2 above and does not cover:

4.1.1 Any claim or counter claim that the Defendant may bring against you.

4.1.2 Any appeal that you may make against the final Court judgment or order, and any other appeal proceedings which we advise you against bringing or defending; and

4.1.3 Where we perform work not covered by this Agreement on your instructions then, unless we have entered into another agreement in respect of that work, you will pay us for the time spent on that work at the hourly rates stated in Clause 8 of this Agreement and Clause 7 of the attached Terms of Business (or else as subsequently varied in correspondence), together with any Disbursements.

## **5. Our Duties Under this Agreement**

Subject to our professional duty to the Court, we will act in your best interests in pursuit of your Claim. We will discuss the litigation process with you, advise you on how to proceed and whether to accept any offer of settlement that the Defendant may make.

## **6. Your Duties Under this Agreement**

6.1 So that we can perform our duties under this Agreement, you agree:

6.1.1 To co-operate with us when required to do so and promptly provide information and documents that we may ask for;

6.1.2 Not to mislead us (which includes providing us or the Court with any inaccurate or untruthful information);

6.1.3 Not to ask us to work for you in an unreasonable or improper way;

6.1.4 To notify us in writing within seven days of moving to a new house;

6.1.5 That you give us authority to settle your case at a level of 70% of our determination of the claim value;

6.1.6 Not to correspond with the Defendant in relation to your Claim; and

6.1.7 To notify us immediately if you receive any communication from the Defendant.

6.2 You must attend any hearings when required to do so, although this is rarely necessary.

## **7. If You Win**

7.1 If you Win, then you must pay:

7.1.1 Disbursements, which you authorise us to pay on your behalf, out of your compensation; and

7.1.2 The Success Fee, being a maximum of 30% plus VAT of any amount that is awarded to you per claim including any set off against amounts that you may owe a third party/defendant or credit broker. Please refer to Section 2 'Our Fees.'

7.2 For the avoidance of doubt, you will not have to make any payment for barristers' fees under this Agreement. Any barristers' fees incurred in your case will be paid by us out of our Success Fee.

7.3 Schedule 1 states the amount of the Success Fee in different circumstances, and the reasons for setting it at the level agreed.

7.4 You agree that any compensation the Defendant pays to you will be paid to us. If the Defendant or their representative refuses to make payment to us and insists on paying you directly, you are obliged to inform us of the payment and the amount paid and you agree that you will pay us the Success Fee and Disbursements by cheque or bank transfer within seven days of our invoice being raised and sent to you. For the avoidance of

doubt this includes any set off that the Defendant may have made against any credit agreement in lieu of payment.

## **8. If You Lose**

8.1 If you lose your Claim, you do not have to pay us anything, (but may be required to pay the Defendant's charges) subject to certain set of circumstances such as termination of this Agreement under Clause 8.4 below.

## **9. Early Termination of this Agreement**

9.1 In entering this Agreement, it is our intention to reach a successful conclusion of your Claim through settlement either before or after we issue your Claim at Court. However, there are circumstances in which either one of us may wish to end this Agreement before then.

9.2 Apart from in the circumstances stated in Clause 8.3, you may terminate this Agreement at any time. However, you are then liable to pay our charges and the disbursements and expenses incurred up to the date of termination (calculated as set out in Clause 8.4 of this Agreement) within seven days of delivery of our invoice to you.

9.3 You agree not to terminate this Agreement after any settlement has been agreed or after the date falling seven days before a Court hearing listed as a final determination of your case.

9.4 In the event you terminate this Agreement outside of the cooling off period you are liable to pay Us for the services provided on an hourly rate basis. Full details of the relevant rates can be found at <https://www.gov.uk/guidance/solicitors-guideline-hourly-rates>

9.5 We can end this agreement if:

9.5.1 You behave improperly or unreasonably (including by failing to accept a reasonable offer of settlement) or do not provide us with timely instructions; or

9.5.2 You are unlikely to win, you die or you become insolvent; or

9.5.3 We are unable to contact you due to a change of address or other method of communication, or

9.5.4 You provide us with misleading or inaccurate information that materially affects your claim.

9.5.5 Where you fail to attend Court (in person or as may otherwise be ordered) when required to do so

9.6 If you end this Agreement pursuant to Clause 8.2 or if we end this Agreement pursuant to Clause 8.5 or in the circumstance set out in Clause 9.5; it is agreed that this Agreement will cease to be a Damages Based Agreement, and you will then be liable to pay our charges and disbursements to the date of termination calculated within seven days of delivery of our invoice to you on an hourly rate basis. Full details of the relevant rates can be found at [www.gov.uk/guidance/solicitors-guideline-hourly-rates](http://www.gov.uk/guidance/solicitors-guideline-hourly-rates). If we end this Agreement under Clause 8.5.2, you are deemed to have lost your Claim, and you do not have to pay us anything, however you may still be liable for the Defendant's costs and disbursements subject to an ATE policy in place. This Clause is without prejudice to any right of either party under the general law of contract to terminate this Agreement, to the extent that any such right is consistent with the legislation relating to Damages Based Agreements.

9.7 If this Agreement ends in any of the circumstances referred to in this Clause 8, you will be free to deal with your Claim on your own behalf or to instruct someone else to do so. However, until we are paid any money that you owe us under this Agreement, we are entitled to a "lien" over any of your property that is in our possession. Therefore, until we are paid, we will be entitled to keep your case papers, and any other property or money of yours that we hold.

#### **10. If the Court makes a Costs Order for or against you.**

10.1 While your case is proceeding before the Court, a costs order may be made in your favour, or one may be made against you. Since your case is likely to be a small claim, subject to Part 27 of the Civil Procedure Rules, any costs order in your favour is likely to be very small, and it is unlikely that any costs order will be made against you, unless you have behaved unreasonably

10.2 If your case is not treated as a small claim by the Court then it may be in your interests for us to act under a different form of agreement, called a CFA (see Part C of 'Background' above). Where this is the position then, so long as we still consider that your Claim has reasonable prospects of success and you have complied with the terms of this Agreement, we will agree to revoke and replace this Agreement with a CFA, so long as you agree to the CFA applying to all the work we have done since you first instructed us.

10.3 If the Court awards costs against you, you agree to pay the amount ordered by the Court or the amount calculated in accordance with any Court direction.

10.4 If we are entitled to claim costs from you under the terms of this Agreement, those costs will be calculated in accordance with clause 8.4 above

#### **11. Information Provided to You in Advance**

11.1 You acknowledge we have explained to you this Damages Based Agreement, our advice, as set out in this document and in the Engagement Letter and Terms of Business, about considering alternative means of financing the Claim (including legal expenses insurance) and your responsibility for payment of Disbursements if your Claim is successful.

#### **12. Governing Law and Jurisdiction**

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

12.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

12.3 The intention of the parties is that this Agreement should comply with all legislation applicable to DBAs. If any part or provision of this Agreement is inconsistent with such legislation, or would if given effect render this Agreement or any part of it unenforceable, then the parties agree that that part or provision is without effect and shall be deemed to be severed from this Agreement, with the balance of the Agreement remaining in full force and effect.

12.4 Schedule 2 sets out your right to cancel this Agreement. This Agreement should be read in conjunction with the Terms of Business and in the event of any conflict, the Terms of Business will prevail.

### **13. Request for Immediate Performance**

13.1 Notwithstanding any right I may have to cancel this Agreement, I ask you to start work on my claim at once. I understand that this means that if I later cancel, I will have to pay you a reasonable amount for any work done or disbursements or expenses incurred before I cancelled the agreement.

Signatures

Signed by the client: **{Name}**

Signed by the solicitor(s): Mendelsons Solicitors

Signed:

Signed:

{Signature}

*Steven Mendelson*

Date: **{SignatureDate}**

Date: **{SignatureDate}**

### **Schedule 1 – Success Fee**

The reasons for setting the Success Fee at the level specified are:

We have a substantial burden of costs and expenses prior to and after you enter into this DBA, and we also run significant risks including but not limited to the risks that:

- 1) The case may not prove to be commercially viable if there is insufficient claim value;*
- 2) The case may be issued but, for any reason, does not proceed;*
- 3) The case requires specialist consumer credit law expertise;*
- 4) A Court may take the view that FCA redress process is correct;*
- 5) Even if you win, we must fund your disbursements (which if successful will be deducted from your compensation) and your counsel's fees*

Please note that while risk forms part of the reasons for the Success Fee, it therefore is not the only reason, and that ultimately the Success Fee is simply the price we require to take your case on contingent payment terms rather than terms which are 'pay as you go'.

### **Schedule 2 - Cancellation Notice**

Where you enter this Agreement as a consumer (i.e., for purposes which are wholly or mainly outside your trade, business, craft or profession), you have the right to cancel this Agreement within 14 days of receiving this Notice (or of entering this Agreement if that date is later). The cancellation period then expires.

You do not have to give any reason for cancelling.

If you wish to cancel this Agreement, you must inform us of your decision by a clear statement (e.g., by a letter, fax or email). You may use the form below, but you do not have to. The address to send any cancellation notice to is:

Mendelsons Solicitors  
52 Bury New Road  
Prestwich  
Manchester  
M25 0JU

Quoting Ref **{Ref}**

To meet the cancellation deadline, it is enough that you send us the statement referred to above before the cancellation period has expired.

Where you gave us written authority to start work on your claim before the cancellation period ends, we will have the right to charge you a reasonable amount for the work which has been performed, and disbursements and expenses incurred, prior to you communicating the decision to cancel. This aside, you will have no obligation to pay us if we cancel after the cancellation period ends.

.....  
Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE DBA**

To: Mendelsons Solicitors, 52 Bury New Road, Prestwich, Manchester, M25 0JU

I **{Name}** hereby give notice that I wish to cancel my DBA.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Ref: **{Ref}**



## **TERMS OF BUSINESS**

### **1. Our Responsibilities:**

#### **We must:**

- 1.1 Always act in Your best interests, subject to Our duty to the Court.
- 1.2 Explain to You the risks and benefits of taking legal action.
- 1.3 Give You Our best advice about whether to accept any offer of settlement.
- 1.4 Keep You updated on all developments throughout Your claim and advise You of any important matters that could affect the outcome of your claim
- 1.5 Progress Your claim as quickly and efficiently as We can.

### **2. Our Services:**

- 2.1 Upon receiving Your instructions, you authorise Us to undertake a soft credit check to identify which Lender(s) You held car finance with.
- 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(s) and have substantiated your claim, we will submit a complaint to your lender(s).
- 2.4 Where your Lender does not provide a satisfactory outcome to Your claim, we will assess whether to submit the Claim(s) to the Financial Ombudsman Service.
- 2.5 You give Your consent for your signature to be applied to a letter of Authority and where applicable, the Financial Ombudsman complaint form.

### **3. Your Responsibilities:**

#### **You must:**

- 3.1 Cooperate with Us and provide clear and timely instructions
- 3.2 Go to any Court hearing when We ask You to.
- 3.3 Notify Us of any change of contact details as soon as practicable.
- 3.4 Reply to Our requests for information or documents in a timely
- 3.5 Observe good faith in all Your dealings with Us, disclosing all
- 3.6 Provide Us with all reasonable assistance to recover costs from Your You must not:
- 3.7 Attempt to mislead Us, Your Lender, or the Court.
- 3.8 Ask us to work in an improper or unreasonable way.
- 3.9 If You fail to honour any of Your Responsibilities, we shall be entitled Clause 7 shall become effective.

### **4. Paying us:**

- 4.1 If You Win and receive any Payment from any party in respect of Your Claim after the date of this Agreement, you agree to pay us 30% of the Sum You Ultimately Recover including any sum You receive in respect of interest, plus VAT and this is applied to each and every claim separately in the event multiple claims are made to either one or multiple defendants. This is called the Success Fee, subject to a minimum charge of £250 plus VAT. The reasons for setting the Success Fee at 30% plus vat are that the Courts may take the view that the FCA redress process is correct, the case may not prove to be commercially viable if there is insufficient claim value or low prospects of success, the case may be issued but for any reason it may not proceed, the case requires specialist consumer credit experience and even if you win, we must fund your disbursements and barristers' fees.
- 4.2 You agree to pay any disbursements incurred by Us on Your behalf such as Court fees, ATE premium on successful claims and fees for expert reports and any other expenses incurred such as postage fees which we will deduct from any successful settlement.
- 4.3 In certain circumstances, it may be possible to recover costs in respect of disbursements from another party in respect of Your Claim
- 4.4 If You lose or otherwise fail to receive payment from any party in respect of Your Claim identified above, you do not pay us anything.
- 4.5 For what happens if We end the Agreement before You receive any payment in respect of Your Claim, please refer to Clause 6 of these Terms of Business.

### **5. Payments**

- 5.1 By signing this Agreement, you provide Us with irrevocable instructions to request that any and 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 Success Fee. You take the rest subject to the deduction of disbursements incurred on your behalf.
- 5.2 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 Success Fee together with a reasonable amount in respect of expenses already incurred or anticipated.
- 5.3. What happens if You do not recover any Payment in respect of Your Claim? If You do not recover any payment in respect of Your claim, you do not have to pay us anything, unless you have not complied with your responsibilities under these Terms of Business

### **6. Termination and Cancellation**

- 6.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel this contract within 14 days without giving any reason.
- 6.2 In the event that You cancel this Agreement during the cancellation period, you agree to pay us any expenses we have incurred on Your behalf during that period plus VAT on those expenses.
- 6.3 Subject to the following express rights of termination set out below, this Agreement is not capable of being terminated by either party after the 14- day cancellation period.
- 6.4 Under this Agreement We have agreed to act on Your behalf without payment unless You receive a payment in respect of Your Claim. We are potentially therefore acting for You without payment for Our services and We can therefore end the Agreement if We believe that You are unlikely to recover any payment in respect of Your Claim. 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.
- 6.5 We can end this Agreement if you do not comply with Your Responsibilities as set out in Clause 2. In those circumstances, you do not have to pay Us anything apart from any expenses we have incurred on Your behalf plus VAT on those expenses, payable by You to Us immediately upon cancellation of this contract.
- 6.6 In the event that you cancel this Agreement outside of the cooling off period or we have no option but to terminate this Agreement due to your providing misleading or inaccurate information or you have breached a term of this Agreement then You are liable for our fees on an hourly rate basis and the disbursements and expenses we have incurred on your behalf. Full details of the relevant hourly rates can be found at <https://www.gov.uk/guidance/solicitors-guideline-hourly-rates>.

### **7. What happens if You die before You Win?**

- 7.1 If You were to die before You Win Your Claim, the default position will be that the Terms of Business will (subject to what is said below) continue to exist and will not be terminated. We will, however, be able to elect to terminate the Terms of Business if we do so within a reasonable period of learning of your death.
- 7.2 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 7 days or more, then unless they indicate otherwise, they will be deemed to have: (i) adopted this 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 this Agreement as being their own Agreement for all incurred costs and costs yet to be incurred..

7.3 If the Personal Representative of Your estate is unable or unwilling to adopt this Agreement in accordance with the above, then We will be at liberty to end the Agreement on the grounds that of non-compliance with the obligations set out in Clause 6 and will attract the payment consequences set out therein. We reserve the right to charge you for any additional checks we determine are necessary to prove the source of the funds. 10.3 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.

#### **8. What happens after the Agreement ends?**

8.1 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 this Agreement is paid in full. This means we can keep Your papers until You pay us in full. In appropriate circumstances, we may seek a charging order pursuant to section 73 of the Solicitors' Act 1974.

#### **9. Other Information**

9.1 The services to be provided by Us are legal services. The time for delivery of our service to a conclusion of Your matter cannot be determined at this time. It is expected that it will take in excess of 6 months.

9.2 We are not authorised by the Financial Conduct Authority (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.

9.3 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 (LeO).

9.4 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.

9.5 If a barrister is instructed, their fees will be included within the Success Fee unless You choose to instruct them under a separate Damages Based Agreement or as otherwise agreed by us.

9.6 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 Steven Mendelson.

9.7 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 these Terms of Business.

9.8 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).

9.9 You expressly approve the incurring of the Success Fee in full. Similarly, all expenses incurred under the Damages Based Agreement are incurred with Your express and/ or implied consent. 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).

9.10 These Terms of Business do not require an actual signature such may be implied from correspondence.

9.11 This Agreement, the benefits and obligations under these Terms of

9.12 We may, at any time, modify these Terms of Business and our Privacy Policy and we will provide you with notice of the same. We are happy to give you further information about the fee payable in your particular case if you request it.

14.2 We may also keep your information for a reasonable period in order to contact you about our 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.

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

10.1 Under the Money Laundering Regulations 2007 (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 has 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.

10.2 With regard to MLR, unless prior written agreement has been obtained, our policy is not to accept cash payments in excess of £1500. If you ignore this policy by depositing larger sums of cash, we can off-site location for archiving, we do ask you to allow us 7 to 14 days to comply with your file at any time, then we are entitled to charge you £25.00 plus VAT.

10.3 Where we have to pay money to you, it will be paid by cheque or bank transfer.

10.4 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.

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

11.1 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 Steven Mendelson. If you need to speak to anyone else you can contact the partner and complaints handler at [sjm@mendelsons.co.uk](mailto:sjm@mendelsons.co.uk)

11.2 We are subject to a professional Code of Conduct. A copy of that Code can be obtained from the Solicitors Regulation Authority or via their website (currently -

<http://www.sra.org.uk/consumers/consumers>)

11.3 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 LeO. If you are not satisfied with our handling of your complaint, you can contact the LeO 0300 5550333, [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), PO Box 15870, Birmingham B30 9EB, or at

<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.

#### **12. Data Protection**

12.1 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 funders, related companies, associates and services providers we may from time to time engage). 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.

**13. E-Signature Storage and Reuse**

13.1 You consent to us storing the e-signature provided by you in signing your Damages Based Agreement and/or Letter of Authority and it's reuse as allowed by law in any future document (including but not limited to any relevant authorities or applications) as and when needed to investigate and/or advance any claim(s) against financial provider(s)/lender(s) identified as a potential as a defendant.

**14. Client Care Standards**

14.1 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.

**15. Fee Sharing and Introduction**

15.1 If you were introduced to us by a third party, we may have entered into 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 fees you are liable to pay us. This fee does not have any additional effect to you, and we remain independent solicitors with a duty to you alone.

**16. Retention of File**

16.1 Upon conclusion, we provide you with written notification of how long we shall retain the file of papers and during that period you are free

**17. Communication**

17.1 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. to request retrieval of the file at any time although as we use.

**18. Confidentiality**

18.1 We are under a strict professional duty of confidentiality to you. The only exceptions to this are where you authorise us to disclose information, where we are required to make a disclosure under applicable regulations /legislation or where we are otherwise required to do so by law. You also agree that we have authority to disclose your file to the SRA plus introducers and referrers of business, if it is necessary, to progress matters and is in your best interests.

**19. Governing Law and Jurisdiction**

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

**20. Third Party Referrals**

20.1 If you have been introduced to us by another company, the introduction is regulated by the SRA's Code of Conduct 2011 (full details can be found on the SRA website ([www.sra.org.uk](http://www.sra.org.uk))). If you have been referred to us, you are free to instruct a solicitor of your choice before we start doing work on your behalf. Any advice that we give you is independent of the company who referred you and you are free to raise questions about any aspect of the service that we provide. We are operating independently of any referrer and act entirely in your best interests. By signing our agreement, you consent to any information provided to us in relation to the claim from yourself or a third party being passed to the referrer. If your claim has been referred to us by a referrer, we may pay them a fixed fee. You are not responsible for this payment.

Where your claim has been introduced to us by an introducer/referrer, by signing this agreement, you agree that we have your authority to disclose to them details of the progression and outcome of your claim. It may be necessary for them to contact you to help the claim progress to settlement and/or conclude the work on your file following settlement.

**21. Your Rights**

21.1 You do not need to use a firm of solicitors to make a claim against your financial provider/Insurer, you can do this yourself for free and if not successful, you can refer it to the Financial Ombudsman Service or Financial Services Compensation Scheme if it falls under their remit. Your continuing instructions constitute acceptance of these Terms and Conditions of Business.