

## 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 that allow us to work on your case properly.
- 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 fashion, ideally no later than 14 days.
- 3.5 Observe good faith in all Your dealings with Us, disclosing all relevant information
- 3.6 Provide Us with all reasonable assistance to recover costs from Your Lender.

#### 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 to terminate this Agreement and the payment circumstances in 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 40% of the Sum You Ultimately Recover including any sum You receive in respect of interest, plus VAT. This is called the Success Fee, subject to a minimum charge of £250 plus VAT. The reasons for setting the Success Fee at 40% 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. These are called "Recovered Costs". In the event that We are able to secure any Recovered Costs, we will give credit for those sums.

- 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.

- 4.6 You acknowledge and accept that the Success Fee is payable notwithstanding the fact that it is either not recoverable from the Lender (or anyone else) and/or an amount which is greater than that which You could have recovered from the Lender. To that extent, subsection 74(3) of the Solicitors Act 1974 does not apply by Agreement. You acknowledge and accept that, for the purposes of Civil Procedure Rules r.46.9(3)(c) We have explained that the Success Fee will not be recovered from any other party.

### 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.

### 6. 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.

### 7. Termination and Cancellation

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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>.

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### 8. What happens if You die before You Win?

- 8.1 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.
- 8.2 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..
- 8.3 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.

### 9. What happens after the Agreement ends?

- 9.1 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.

### 10. Other Information

- 10.1 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.
- 10.2 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.
- 10.3 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).
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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).

- 10.9 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).
- 10.10 These Terms of Business do not require an actual signature such may be implied from correspondence.
- 10.11 This Agreement, the benefits and obligations under these Terms of Business and the Damages Based Agreement may be assigned by Us at will to BlueLion Law or any other party as notified to you. The benefits of any ATE policy taken out on your behalf may be assigned to a funder.
- 10.12 We may, at any time, modify these Terms of Business and our Privacy Policy and we will provide you with notice of the same.

### 11. Anti-Money Laundering Requirements

- 11.1 Under the Money Laundering Regulations 2007 (MLR) and the Proceeds of Crime Act 2002 (POC) 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.
- 11.2 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 reserve the right to charge you for any additional checks we determine are necessary to prove the source of the funds.
- 11.3 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.
- 11.4 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.

### 12. Client Care and Complaint Handling

- 12.1 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 Saima Haroon. If you need to speak to anyone else you can contact Negar Yazdani, the partner and complaints handler at [negar.yazdani.blacklionlaw.com](mailto:negar.yazdani.blacklionlaw.com).
- 12.2 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>)
- 12.3 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.

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### 13. Data Protection

13.1 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.

### 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. We are happy to give you further information about the fee payable in your particular case if you request it.

15.2 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.

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

### 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.

### 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.

### 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.