

**This is a Specimen Only – the No Win – No Fee Agreement you will sign may differ in its content but will not be for more than the stated 25% + VAT amount**  
**DAMAGES BASED AGREEMENT AND CONDITIONAL FEE AGREEMENT**

This Agreement is a legally binding contract between You and Your solicitor.

The Conditions are part of the Agreement.

Before you sign the Authority Form or give any instructions, please read everything carefully.

Agreement Date: XXXXXXXXXXXX

Between: Us, We: (XXXXXXXXX Limited and any Solicitor Agent we may Appoint.

and

XX, of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, XXX XXX.

**What is covered by the Agreement**

- All of the work we do on your claim for damages against your mortgage broker, your lender or any other party subsequently found liable for the professional negligence or breach of the statutory duty, which arose from the provision of the financial advice and or financial services to you. This includes any claim made to the Financial Services Ombudsman (FOS) or the Financial Services Compensation Scheme (FSCS)
- Negotiations with your mortgage broker, your lender or any other party regarding any errors or omissions which may have been caused or effected by them which has or may cause you to be prejudiced or suffer any form of loss or redress due to you, including but not limited to recovery of any/all monies due to you including any statutory interest and/or recovery of any/all monies paid by you to any party where such payment(s) were not lawful together with statutory interest
- Representation in court to obtain a judicial decision regarding your claim
- Any appeal by your opponent
- Any appeal you make against an interim order during proceedings

**What is NOT covered by this Agreement**

- Any counterclaim against you or any appeal you make against a final judgement or order

**The Agreement**

This agreement is in two parts:-

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### **Part 1. Damages Based Agreement.**

If the company or person who is alleged to be negligent is no longer trading, the Claim will be handled by the FOS or dealt with under the FSCS.

In these circumstances Our fees will not be recoverable from the FOS or FSCS, from any damages you receive.

Our fees will be 25% of any damages you receive plus VAT.

If your claim(s) is not successful we shall charge no fees.

The reason for setting our fees at this level are the same as those set out as section 7 of the Conditional Fee Agreement Terms and Conditions on the following pages.

### **Part 2. Conditional Fee Agreement**

If the company or person who is alleged to be negligent is still trading and or if the claim is pursued via the Courts, our standard charging rates which are set out as our basic charges will apply but these are payable only if you win your claim for compensation, as set out in the Conditional Fee Agreement section of this document.

Our Basic Charges for the legal work we do are based on the rates we charge, which is £350 per hour for each hour we are engaged on your case. Letters and telephone calls are charged out on a time recorded basis at 1/10<sup>th</sup> of the hourly rate. To these are added our success fee which can be as high as 100% of our basic charges, but will not exceed 25% plus VAT of any damages/award/benefit you receive.

We will review our charges annually each January and will increase them in line with those set out in the Guide to Summary Assessment published by the Senior Court Costs Office or as notified to you by us in writing.

Under this Part 2 of the agreement;

- If you win your claim, we expect to recover some of our fees from your opponent
- If you win and for any reason, we are unable to recover all of our fees from your opponent, you are responsible for the difference to the extent of the cap set out below.
- We confirm that the maximum you will be required to pay us for our fees over and above the sum recovered from your opponent shall not exceed a sum equivalent to 25% plus VAT of damages you have received. This cap does not include any fees payable to us for interim hearings or applications where the court has ordered payment of them by the opponent or by another party.
- If your claim is unsuccessful, we shall charge no fees, except those covered by insurance, provided that you keep to the terms and agreement.

Terms of Business

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By signing the Authority form and or by providing continuing instructions, you, the client, agree that you will be bound by and will fulfil your part of this agreement and comply with the Terms & Conditions below.

Signed

Date

Notice of the Right to Cancel

YOU MAY CANCEL THIS CONDITIONAL FEE AGREEMENT WITHOUT CHARGE, provided that you do so WITHIN 14 DAYS from the date upon which you received this notice from us.

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) notice to the person named in the Cancellation Notice Form supplied with this agreement. You may use that form if you want to but you do not have to.

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**Conditional Fee Agreement Terms & Conditions**

**What you need to know about any aspect relating to the CFA**

**1. General Terms**

If any of the following events occur, you will break the agreement and you will be liable to pay our fees as set out at 3 and 4 below:

- (a) You fail to co-operate with us
- (b) You fail to attend any Court hearing which we reasonably request you to attend
- (c) You fail to give us necessary instructions when we ask for them in a reasonable time
- (d) You withdraw instructions from us without our written consent
- (e) You mislead us in any way

In the event of your death, this agreement will survive subject to your personal representative agreeing to continue to instruct us under the terms of this agreement.

If your personal representative does not provide such instruction, this agreement will be deemed terminated pursuant to sections (c) and (d) above and we may seek recovery of our basic charges and expenses up to date of your death from your estate.

**Procedure**

**2. What you pay if you win**

If your claim is successful, you will be paid damages by Your opponent.

The damages are the amount of money You will receive but may be Subject to a deduction of up to 25% plus VAT against Our Fees if all of Our Fees are not recovered.

After Your damages have been awarded, we will seek to recover Our fees, which will comprise Our basic costs plus VAT and any disbursements we have paid and VAT on Your behalf. Any success fee remains payable by You.

If You have taken out an ATE legal expenses insurance policy the premium for this must be paid by You.

**Our Fees**

**3. Basic Charges**

These are our charges for the legal work we do, based on the rates we charge which is £350 per hour. Letters

and telephone calls are charged out on a time recorded basis at 1/10th of the hourly rate.

**4. Disbursements**

These are expenses and fees that have to be paid either by you or by Us on Your behalf, to others involved in the case.

For example, these may be court fees, barrister's fees, experts' fees, official search fees and any ATE legal expenses insurance policy.

You confirm that we may, if you have taken out a funding loan, for the purpose of securing any waiver of privilege disclose any relevant documentation to the funders in order to secure that funding.

**5. Success Fee Explanation**

This is a further charge that we claim for accepting the risk of Our basic charges going unpaid if You lose Your case. There is always an element of risk with any claim.

Obviously, some claims are perceived as carrying more risks than others, despite the merits of the case. Instead of choosing only those cases that carry the least risk, we accept a range of claims and risks.

The awards gained in Success Fees allow us to absorb the costs of the unsuccessful claims and allows us to continue to offer no win no fee services.

The Success Fee is claimed as a percentage of Our Basic Charges, up to a maximum of 100%.

However, this forms part of the calculation of your contribution and therefore any sum You are required to pay from your compensation will not exceed a sum equivalent to 25% plus VAT of any damages You receive, plus the insurance policy premium.

**6.Success Fee Claimed in this case**

We claim 100% of our fees up to the maximum cap as stated herein, in the event that Your claim proceeds to a successful outcome by way of negotiation with the opponents, Alternative Dispute Resolution (ADR), Arbitration or as a result of any Court hearing to determine any of the following:

- (i) Liability
- (ii) Causation

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- (iii) Quantum (Level of Damages)
- (iv) Release from existing liabilities
- (v) Removal of any legal charge(s) over any land or property You own which is considered to be a benefit in kind

waive the balance if you have kept to the terms and conditions.

You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed to the court and any other person required by the court;

**7.Reasons for the Success Fee in the case**

The figures listed above are generally accepted by the courts as reflecting the risks associated with Your type of case.

These risks include the following:

- 1) Our assessment of the risks of Your case:
  - (i) We have yet to obtain any formal witness evidence
  - (ii) There are inherent risks to any litigation, the extent of which are unknown in this case at the present time.
  - (iii) The future risk of failing to beat a Part 36 Offer made by Your opponent.
  - (iv) In cases of this nature the Defendant is likely to hold any documents or records relating to provision of advice given.
- 2) The fact that, if You lose, we will not receive any contribution towards Our Fees.
- 3) The fact that we will be funding basic charges until the end of the claim You agree that, if in Court proceedings, the Success Fee becomes payable as a result of those proceedings and we, or You, are ordered to disclose to the Court or any other person the reasons for setting the level of the Success Fee as stated in this agreement, we may do so.

It may happen that your opponent makes an offer that includes payment of our basic charges and a success fee. If so, unless we consent, you agree not to tell us to accept the offer unless we and you agree what percentages to be taken as representing our fees and expenses under this agreement;

We are allowed to keep any interest your opponent pays on our fees.

**9. Civil Procedure Rules Part 36 Offers**

It may be that your opponent makes a Part 36 Offer to settle your claim, which you reject and, on our written advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. In such circumstances you may be required to pay your opponent's costs and disbursements.

We will ensure that you are insured against payment of these amounts by policy of insurance and we will make a claim on your behalf.

**10.What happens if you lose?:**

You do not have to pay any of the basic charges or success fee save to the extent that they are covered by insurance. You do have to pay:

Your opponents' legal charges and disbursements if you lose, we will recommend a policy of insurance to cover the risk.

The premium for the policy will be covered by the policy if your case is unsuccessful.

Your unfunded disbursements to the extent that they are covered by insurance;

We will recommend that you are insured against payment of these amounts by an insurance policy, if you are not already insured against such risks we may, at any stage of your claim, recommend and arrange a policy of insurance against this risk to you.

The policy will repay any Funding Loan Balance.

Where any claim we make for your disbursements under such policy exceeds any indemnity provided,

**Terms of Business**

**8. What happens if you win?:**

You are then liable to pay all our basic charges, unfunded disbursements and success fee.

If you and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and unfunded disbursements, you pay the difference.

If the sum due to us for our fees after payment of any contribution by your opponent exceeds 50% plus VAT of any damages you have receive, we will

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we agree to cap our claim for disbursements at a sum not exceeding the available indemnity.

You will remain liable to pay any premium to the insurer respect of such a policy but this too is covered by the policy.

**11. Other Circumstances and Ending This Agreement**

We may end the agreement if either:

You reject our opinion about making a settlement with your opponent.

If this happens, you must pay our basic charges and

disbursements up to that point if later you go on to win your claim.

You must ensure that you or any other solicitor takes no action to endanger recovery of our fees and must include a claim.

You may end this agreement at any time before you win or lose your claim.

However, should you do so, you must pay all of our basic charges and disbursement at that point your funder may withdraw any future funding under the loan agreement if you do not keep to the terms of the loan agreement.

**12. Interim Hearings**

If on the way to winning or losing you win an interim hearing, then we are entitled to payment of our basic charges and disbursements related to that hearing at that point in so far as the court orders them to be paid.

These sums are payable over and above any sums which are otherwise payable by you under this agreement.

If you win but, on the way, lose an interim hearing, you may be required to pay your opponent's charges of that hearing. (see 10 above)

**13. Value added tax (VAT)**

We add VAT, at the rate that applies when the work is done, to the total of the basic costs and success fee.

**14. Win/Lose**

'Win', means your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages, 'finally' means that your opponent:

Is not allowed to appeal against the court decision; or

Has not appealed in time; or

Has not lost any appeal

'Lose', means the court has dismissed your claim or you have stopped it on our written advice or advice from Counsel.

**15. Insurance**

If you do not have suitable in place cover that risks of losing your case or if we are unable to obtain indemnity from such insurance on your behalf, we will have recommended and arranged a policy of

insurance underwritten by XXXXXXXXXX for use with this agreement. we only recommend insurance cover provided by companies with whom we have already made contractual arrangements.

We do not conduct analysis of the insurance market.

We do not receive any commission, payment or other consideration from XXXXXXXXXX for recommending this policy.

This policy will cover Your risk of having to pay Your opponent's costs if You lose Your claim, to a maximum of £100,000.

The premium for this policy is £XXXX plus IPT at the applicable rate, the policy insures the premium itself if Your claim is lost.

If You decide not to insure Your disbursements, either with XXXXXXXXXX or with Your pre-existing insurance cover, we will require You to pay for Your disbursements in advance.

If Your case is lost You would then not recover these items of expenditure

This agreement complies with the requirements of the Access to Justice Act 1999, section 58 of the Courts and Legal Services Act 1990 (as amended) and the Solicitors Code of Conduct 2011

**16. Disputing Our Charges**

In the event that You are not satisfied with the amount of Our charges in relation to a contentious matter conducted on Your behalf.

There are provisions in sections 70, 71 and 72 of the Solicitors Act 1974 which may give You the right to have Our charges checked by an Officer of the Court.

## Terms of Business

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You can also in the first instance make a formal complaint to Our Complaints Officer.

Please see Our introductory letter for details.

This document sets out the terms of the relationship between you, the Client and us, your Solicitor and contains certain information that we are required to provide to you at the start of your claim.

We have tried to make the information as clear as possible and it is vital that you read the document carefully and fully understand and agree its contents.

We do appreciate that you may like us to clarify certain points and if there is anything you would like us to explain, please do not hesitate to contact us

These terms contain provisions which limit our liability to £5 million.

We refer you to the limitation of liability set out below.

#### **To provide legal services to you**

Our agreement with you to provide legal services is not a contentious business agreement within the provisions of section 59-66 of the Solicitors Act 1974.

The restrictions in those provisions of the Act on the right of solicitors to sue for costs and to exclude liability therefore do not apply to our agreement with you.

No claims to be made against individual directors, partners and employees of the firm

Subject to the qualification set out below, no director, partner or member of staff of XXXXXXXXXXX Limited will have any personal liability for work undertaken for you.

You agree not to bring any claim personally against any individual director, partner or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services.

This will not limit XXXXXXXXXXX 's own liability for its acts or , omissions. This provision is intended to benefit such directors and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties] Act 1999.

#### **Liability to persons who are not the client of XXXXXXXXXXX**

Subject to the qualification set out below, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

#### **Our liability limited to £5 million**

Subject to the qualification set out below, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the losses, and including interest) shall be limited to the sum of £5 million in respect of any claim against us.

In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions.

All claims against us arising from one matter or transaction, shall be regarded as one claim.

#### **Proportionate liability**

Subject to the qualification set out below, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fairly and reasonably due to our fault.

We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

#### **Effect of limitation or exclusion of liability you agree with another person**

We could be affected by any limitation or exclusion or liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you.

This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution.

Subject to the qualification set out below.

You agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

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**Qualification to limitation of liability**

Nothing in these Terms of Business excludes or restricts:

Liability below the minimum level of cover required by the SRA indemnity insurance Rules from time to time.

The amount of such minimum level of cover as at XXXXXXXXXXXX 20XX was £5 million for an LLP or limited company:-

Liability for death or personal injury caused by breach of duty; Liability for losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practise or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;

Liability for losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

We believe the limitations on our liability we have set out are reasonable having regard to the likely level of the loss we would cause to you in the event that we incur a liability to you, and the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future.

But should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you, including the option of providing further cover at additional cost.

**Severance**

Each of the limitations set out above constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

**Who Regulates us?**

We are regulated by the Solicitors Regulation Authority. The professional rules relating to solicitors' firms, including the Code of Conduct can be accessed on the website of the Solicitors Regulation Authority at [www.sra.org.uk/code-of-conductpage](http://www.sra.org.uk/code-of-conductpage)

Under an exemption from direct authorisation from the FCA, we are permitted to advise on and arrange non-investment insurance policies, specifically After the Event (ATE) Insurance for which we offer a product from a single Insurer.

We only recommend insurance cover provided by companies with whom we have made contractual arrangements. We do not conduct an analysis of the insurance market.

Our firm holds professional indemnity insurance and, should you so request, we will provide you with the name and contact details of our professional indemnity insurer, and details of the territorial coverage of the insurance.

**What does our Service Cost?**

As our Client, you are responsible for our charges, and they form part of your claim against the other party.

If you win your case some of our charges will be paid by the Lender, you will be responsible for the balances

If you lose, you may become liable for all or part of our charges or those of the other party.

To ensure that you are protected in respect of costs, we have discussed and agreed with you the best method of funding these charges, and the method by which your legal costs are being funded is confirmed in our covering letter to you.

As long as you comply with your obligations to us which are set out below and with the terms of any legal expenses insurance policy or no win no fee agreement, we are acting for you under.

You will have protection from paying any costs that are not recovered from the other party or which exceed a maximum of 25% plus VAT of any damages received together with the cost of the insurance premium.

We recommend that you familiarise yourself with your obligations.

At this stage, we believe that your claim has good prospects of succeeding. However, if we become concerned at any stage that your claim might not succeed, we will contact you straightaway.



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**Our Responsibilities to You**

We must:

Always act in your best interests, subject to our duty to the court

Explain to you the risks and benefits of taking legal action

Give you our best advice about whether to accept any offer of settlement

Give you the best information possible about the likely cost of your case Provide you with a good standard of service

**Your Responsibilities to Us**

You must:

Give us accurate instructions that allow us to do our work properly

Not ask us to work in an improper or unreasonable way

Not mislead us

Co-operate with us

Attend as necessary on any court hearing

Failure to keep to your responsibilities may cause you to breach both the terms of your relationship with us and the agreement under which your claim is funded and may render you liable for costs or other charges and potentially those of the other party.

For instance, if you fail to attend on any medical appointments, you may be charged a non—attendance fee.

Subject to any cancellation rights, if you wish to abandon your claim at any stage before it settles without our prior agreement, or if you provide us with instructions or information which is misleading, we will be entitled to seek payment of our costs and disbursements from you.

In any circumstance where we do seek payment of our charges from you, you are entitled to make a complaint to us about the firm's bill, in accordance with our complaint's procedure.

There may also be a right to object the bill by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment of it under Part III of the Solicitors Act 1974.

Please note that the Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill.

Claims often involve time limits, particularly once legal proceedings are commenced, and there is a limitation period in place which provides a deadline by which your claim must be pursued.

Your co-operation at all times will help to ensure your claim is progressed without delay. Failure to respond to our requests for cooperation and information may result in us ceasing to act on your behalf.

Subject to your cancellation rights, if you instruct other solicitors in relation to the matter in which we are acting for you, at any time after we have commenced work on your file and before, then we have the right to keep all of your papers unless you pay all our charges and expenses due at that time or another solicitor working for you undertakes to pay us what we are owed.

**Financial Services**

Sometimes litigation work involves investments. We are not authorised for providing investment advice and so may refer you to someone who is authorised to provide any necessary advice.

However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you as we are regulated by the Solicitors Regulation Authority .

**Client Satisfaction & Complaints**

At XXXXXXXXXX, we aim to deliver a first-class service every time.

We realise however that things can sometimes go wrong and we welcome complaints as an opportunity to improve our service.

If something is wrong, we will do our best to put it right. If you do need to make a formal complaint about our service, we invite you to contact us as outlined below and we will acknowledge your complaint and confirm how it will be dealt with.

Telephone: XXXXXXXXXX

Email: xxxxxxxxxx

By Post: xxxxxxxxxx

xxxxxxxxxx

xxxxxxxxxx

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If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider your complaint. There are limits for submitting a complaint to the Legal Ombudsman.

Where you have not followed our complaints procedure, you must submit your complaint to the Legal Ombudsman within:

Six years from the date of the act/omission; or Three years from the date which you should have known you have a complaint to pursue.

The Legal Ombudsman will not however accept complaints where the act/omission or date of awareness was before 6<sup>th</sup> October 2010.

Where you have followed our complaints procedure, the time limit for pursuing a complaint to the Legal Ombudsman is no later than six months from the date on which you received a definitive response to your complaint from this firm, or from the last day of the eight-week period, whichever is the earlier.

There are exceptions to the eight week and six months rules.

For information relating to those exceptions, please refer to the scheme rules on the Legal Ombudsman website.

Legal Ombudsman contact details:

Post:-

The Legal Ombudsman

9.0. Box 6806

Wolverhampton

WVI 9W1

Telephone:- 0300 555 0333

Website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

### **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

### **Money Laundering Regulations 2007 & Proceeds of Crime Act 2002**

As a law firm, we are subject to Money Laundering Regulations, The Proceeds of Crime Act and the Terrorism Act and as such we are under certain duties to report suspicious circumstances to the authorities.

The law requires solicitors to obtain satisfactory evidence of the identity of their Clients and we may do this in a number of ways including using computer software or arranging for your identity to be checked in person.

Please note that it is not our policy to make settlement cheques payable to anyone other than yourself as our Client, regardless of whether you provide written authority.

### **Data Protection Privacy Notice**

We use the information You provide primarily for the provision of legal services to You and for related purposes including:- updating and enhancing client records; analysis to help Us manage Our practice; statutory returns and legal and regulatory compliance.

Our use of that information is subject to Your instructions, the General Data Protection Regulation 2018 and Our duty of confidentiality. Please note that Our work for You may require Us to give information to third parties such as expert witnesses and other professional advisers.

You have a right of access under data protection legislation to the personal data that We hold about You.

Please contact Us if You would like a copy of Our full Privacy Statement.

### **Confidentiality**

The company who introduced your case to us may also wish to carry out regular checks to ensure that we are providing a high standard of service to you as their customer.

This could mean that your file is selected for checking.

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All reviews are conducted in the strictest of confidence but please do advise us if you would prefer your file not to be audited if we are acting for you under a Legal Expenses insurance Policy.

We may also be required to provide case progress updates and details of your settlement onto the company who introduced you to us. Unless you indicate otherwise, we shall assume that you consent to your file being audited if selected and that you are happy for us to provide updates to your referrer.

### **Equality and Diversity**

XXXXXXXXXX Limited is committed to promoting equality and diversity in all of its dealings with Clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

### **Legal Costs Explained**

Although we have explained to you how our fees are dealt with, we are still obliged by the rules that govern us to confirm to you what our likely charges will be.

Our charges are based on the time we spend dealing with your claim, and this includes reading and working on correspondence, emails, telephone calls and any meetings with you.

The complexity of your case will also affect the time spent on it. Our hourly rates are dependent on the grade of file handler. Our charging rate is £350 per hour.

Our charges are reviewed annually and may be increased from time to time. We will let you know if there is any change during the time that we are dealing with your claim.

We will also incur disbursements which are fees that we have to pay to other parties, e.g. court fees, expert report fees.

If you decide not to insure your disbursements, either with [insurance provider] or with your pre-existing insurance cover, we will require you to pay for your disbursements in advance.

We may from time to time be required to report to your Insurer regarding developments and costs in accordance with the terms of your policy with them.

If your case is lost you would then not recover these items of expenditure.

We are required to provide you with an estimate of our total charges.

Assuming you have one opponent who admits responsibility for your loss, our costs should not exceed £XXXXXX - XXXXX plus VAT at the current rate and with disbursements totalling between £XXXXXX - XXXXX plus VAT making a total estimate of no more than £XXXXXX - XXXXX plus VAT.

If legal proceedings have to be issued, or there are other major developments in your case, the costs will increase, and we will provide you with a revised estimate at that stage.

It is important that any costs incurred in pursuing your claim are in proportion to the claim itself.

If at the end of your claim there is any dispute with the person at fault over the amount of costs being claimed on your behalf compared to the level of compensation you received, a County Court Judge does have the power to reduce the amount of costs the party at fault has to pay.

This is of course a situation we wish to avoid and we will always advise you if we feel that the cost and risk involved in pursuing any aspect of your claim outweighs the likely outcome of the claim itself.

### **VAT**

Under current HM Revenue & Customs Regulations, if you are a company, business or individual who is registered for VAT, you are responsible for any VAT on your legal costs.

This is not recoverable from the person at fault and we will submit to you a VAT account. Please note that VAT will also not be recovered from the person at fault in relation to repair costs, hire charges, etc. incurred by you.

If, however, you are not registered for VAT then it will be reclaimed from the person at fault or their insurers on your behalf.

### **Fees and Commissions**

We do not pay nor receive any fee or commission in respect of your claim. As a firm of solicitors, we have a professional duty to act in your best interest at all times and give you independent advice.

There is nothing in our relationship with any referrer of business that would compromise or impair this duty or our independence.

Terms of Business

**This is a Specimen Only – the No Win – No Fee Agreement you will sign may differ in its content but will not be for more than the stated 25% + VAT amount**

Information disclosed by you will not be disclosed to your referrer unless you consent — please refer to the Confidentiality section of this document.

If you require any further information, please contact us.

**Your Papers**

Wherever appropriate we operate a paperless environment and all correspondence and documents are scanned into an electronic file upon receipt, personal documents that you send to us will be returned to you by return post and all other paper correspondence will be destroyed once scanned.

Once your claim is settled your electronic file will be archived and the record retained for a period of 6 years before being securely destroyed.

If, after your file is archived you require copies of any papers we hold, a small charge may apply for retrieving the papers.

**Your Right to Cancel**

Under the Distance Selling Regulation, if you were first contacted by us by telephone or any on-line system and you agreed to use our service, you have a right to cancel your instructions to us within fourteen days of the date of this letter by writing to us and telling us you wish to cancel your claim.

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Specimen Only