Client/s Name/s

Abbleys Solicitors

Suite 208, 3rd Floor
82 King Street
Manchester
M2 4WQ

By: Email Only

Dear ,

RE: Irresponsible Lending

Introduction

Thank you for choosing us to represent you in respect of the above. We are very pleased you chose us and we will do our best to secure compensation for you. This letter of Retainer together with the attached documents sets out the basis on which we will carry out your instruction.

We will do our utmost to have your claim resolved as efficiently as possible. We will update you as your claim progresses so you know what is happening at each stage. We may contact you by phone, email, SMS and post, please let us know if you have any contact preferences. You are entitled to a paper copy of this agreement. If you are happy to electronically sign this version please do, if you would prefer a paper copy, please let us know and we will post it to you.

Overview of Agreements and Funding

We are agree to work on a contingency fee basis, this means that so long as you keep to the agreement you will not have to pay us any fees if you lose, and if you win you pay us a portion. This used to be referred to as "no win, no fee" however that term is not one our regulator likes us to use. We invite you to agree with us two separate funding agreements as well as agree our standard terms and conditions. We will guide you through these documents and you should contact us if you have any questions about any of these or your case generally.

If you are happy with all of the documents and terms you will need to sign this agreement (as well as the other relevant documents) which appoint us to act for you.

Please find enclosed the following documents:

1. Legal Expenses Insurance and Ombudsman Information
2. Terms and Conditions of Damages Based Agreement ("DBA")
3. Terms and Conditions of Conditional Fee Agreement ("CFA")
4. Form of Authority
5. Client Information and Consent to Transfer
6. Abbleys Standard Terms and Conditions of Business

Overview of Engagement

We will act in your best interests at all times. You are appointing us to represent you to claim compensation in relation to a potentially unfair relationship with a lender. Boshhh Group Limited[1] (with whom you already have an agreement) will provide us with a report and your open banking at the time of the lending decision. You may of course refuse access to your open banking and you can provide us with your bank statements for the relevant period of the agreement. We cannot however proceed without the affordability report, therefore please raise with us any queries you may have.

Once we have the report, our expert team will assess your case and consider prospects of recovery. The first stage is for us to draft a letter of complaint to the lender. This will include the affordability report, we will put forward the arguments supporting your case and we will pursue payment from your lender. If the lender agrees to make a payment, they will pay the sum to our client account, we shall deduct our fee from the damages and pay you the remaining the balance. Our fee is deducted under the DBA and provides for a deduction of up to 30% of the damages plus VAT.

If the lender refuses to make an offer of payment we will advise you on your options. There are usually four options, which are, to take no further action, request the lender review their decision, complain to the Financial Ombudsman Service ("FOS") or issue proceedings. We will also advise you at this stage on taking out any 'after the event' insurance ("ATE insurance").

If requesting the lender review its decision or submitting a complaint to the Financial Ombudsman Service ("FOS") is advised, the DBA will cover this work. If we successfully recover damages through the lender review or FOS, we will deduct our fee from the award, the fee is up to 30% of the damages plus VAT. If there are no damages there is no cost to you.

If we advise on issuing a claim in the County Court against the lender to recover the sums, the CFA will cover this work. If you choose to issue proceedings, there are expenses to pay ('disbursements' as you will hear them called) and you may incur other costs if you lose. As such we will advise you on options available to assist with any claim. We may advise not to proceed or accept a particular offer depending on the merits. The CFA provides for a deduction of up to 50% of your damages plus VAT and disbursements.

We request you sign both the DBA and CFA at the same time as instructing us under this agreement. This agreement (by which we mean the four pages of this letter of Retainer) and our standard T+C's are for all stages of the process, be assured we shall contact you and provide advice before we either lodge a complaint with the Ombudsman or issue proceedings on your behalf.

For the avoidance of doubt, the 'refund' or 'damages' is not restricted to payments made historically under a finance agreement, where relevant it can extend to any future payment set offs or write offs awarded or agreed under a continuing financial agreement. Accordingly, our DBA and CFA apply to any lump sum recovered and future payments as they fall due. This means that our entitlement to fees will continue in respect of such future payments, in line with the terms of the agreements you entered into with us.

Hourly Rates and Cancelling a Fee Agreement

Where you have instructed us and agreed the Fee Agreements we will fix our fees in line with those agreements (and we allow you 14 days to cancel without any charge). Please note that where a fee agreement is later cancelled and we have carried out work you will be charged for our work up to that point at the hourly rate of £250 per hour plus VAT. Our Standard Terms and Conditions explain how work is charged and the fee agreements contain the cancellation provisions.

[1] a private limited company registered in England and Wales with Registered Number 16711710 and whose Registered Office is 253 Edmonton Road, Eccles, Manchester, M30 9PS

Insurance Mediation

If you do not have Legal Expenses Insurance we can assist with some of the arrangements for ATE insurance. We are not authorised by the Financial Conduct Authority. We are authorised by the Solicitors Regulation Authority under number 8000699 and our name and address appear above. We have a complaints procedure and you can complain to the SRA and Legal Ombudsman. All the details are available in our complaints policy and we shall provide you with a copy at your request or if we believe you may even informally be raising a complaint.

We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

Third Party Fees and Data Protection

In signing this agreement you authorise us to act on your behalf and disclose such matters as may be required in the handling of this matter to any relevant party. You should be aware that this includes the opposing party and/or their solicitors as well as the Financial Ombudsman Service, Court, potentially our regulatory body and other third parties concerned with the conduct of your matter. You should make us aware as soon as possible of any information that requires confidentiality. We will advise you of the general rules of privilege, confidentiality and disclosure as they are relevant to your matter, which is very important in relation to any settlement offers. We have policies on these matters that you should read either on our website or we can provide you with a copy. We also have a policy on the archiving of your files after conclusion of the matter.

To source the financial information through open banking and produce the affordability report we use a company we trust called Boshhh Group Limited[2]. As part of your becoming our client we ask your consent to use open banking. We also rely on them to provide staff, systems and support to us in administering our services. These fees vary and we shall pay the fees as part of our agreement with them. This is a purely commercial business relationship, in no way does it affect how we manage your claim. We share information with them in terms of your claim, costs and outcomes to ensure quality of service. We assure you that we act only in your best interests and if we even suspect there is a risk of conflict we will advise you and terminate our retainer with you. The services we pay for saves time and costs and we do not impose any charge on you in respect of the arrangement. We also assure you that we review the merits of your claim ourselves to give you our best professional advice on your matter. You are of course welcome to raise any queries you may have with us about this matter. Please also see the Privacy and Data Protection Notice for further information.

Complaints

Our full complaints policy and complaints handling procedure is on our website and available on this link - https://abbleys.co.uk/complaints/. Complaints about our service should be made to us in the first instance.

If having followed our procedure the issue remains unresolved you can contact the Legal Ombudsman about your complaint. The address is PO Box 6806, Wolverhampton, WV1 9WJ. Normally, you will need to bring a complaint to the Legal Ombudsman within 1 year from the act or omission about which you are complaining occurring (or if outside of this period, within 1 year from when you should reasonably have been aware of it). For further information you should contact the Legal Ombudsman on 0300 555 033 or enquiries@legalombudsman.org.uk. You should also note that you can contact the Solicitors Regulation

[2] a private limited company registered in England and Wales with Registered Number 16711710 and whose Registered Office is 253 Edmonton Road, Eccles, Manchester, M30 9PS

Authority with any concern. More information is available at www.sra.org.uk and they can be telephoned on 0370 606 255 and you can write to The Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.

Conclusion and Next Steps

To proceed with your claim, please carefully read the documents listed at 1-6 on page 1, as well as this agreement.

Please then:

(a) Sign and return the (i) Form of Authority and (ii) Claimant Assignment.
(b) Read the statements below and confirm your agreement by signing below. Please do not hesitate to contact us if you would like any further explanation about any of the enclosed information and documents.
By signing this letter, you confirm that before signing:

1. The following matters have been explained to you in respect of the DBA (capitalised terms are as defined in the DBA):
    a. That in signing this letter you acknowledge and agree that the DBA will apply in the Pre-Litigation Circumstances;
    b. The circumstances in which you will be liable to pay the Firm's Fees, DBA Fee and Expenses;
    c. The fact that you cannot seek an assessment of, or otherwise challenge our fees under the DBA, save that you may seek to object to the DBA on the grounds that it was unfair or unreasonable;
    d. Whether other methods of financing any of your costs are available and, if so, how they apply to you and your Claim;
    e. Any interest we may have in recommending a particular insurance policy or other method of funding;
    f. That you are required to authorise and procure the ability of us to settle any Expenses or any Insurance Policy premium on your behalf; and
    g. Abbleys is entering into the terms of the DBA in reliance upon your representations and warranties as set out in Schedule 1 to the DBA.
2. The following has been explained to you in respect of the CFA (capitalised terms are as defined in the CFA):
    a. That in signing this letter you acknowledge and agree that the CFA will apply in the Litigation Circumstances;
    b. The circumstances in which you will be liable to pay the Firm Fees, Success Fee and Disbursements;
    c. Your right to seek an assessment or to challenge our fees and the procedure for doing so;
    d. The circumstances in which you may be liable for your opponent's costs, including that these costs will be subject to a conventional assessment by the court and not based on the Success Fee or the terms of the CFA;
    e. Whether other methods of financing any of your costs and the possible liability for your opponent's costs are available and, if so, how they apply to you and your Claim;
    f. That the Success Fee is not recoverable from the opponent;
    g. That you may not recover all of your costs from the opponent in which case you might remain liable for the same;
    h. Any interest we may have in recommending a particular insurance policy or other method of funding;
    i. You are required to authorise and procure the ability of us to settle any Disbursements, or any ATE Insurance policy premium on your behalf; and
    j. Abbleys is entering into the terms of the CFA in reliance upon your representations and warranties as set out in Schedule 1 to the CFA.
3. The content, terms and effect of the DBA and CFA have been explained to your satisfaction and you agree to their terms.

4. You accept that:

    a. The DBA and CFA together constitute the entire agreement between you and Abbleys in relation to the subject matter hereof and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter, except for the Firm's Standard Terms and Conditions of Business as varied by the DBA and/or the CFA.

    b. You and we acknowledge that in entering into the DBA in the Pre-Litigation Circumstances and into the CFA in the Litigation Circumstances that you and we are not relying upon any statement or representation made by or on behalf of the other party, whether or not in writing, at any time prior to the execution of this letter, which is not expressly set out in the DBA and/or the CFA.

    c. You and we expressly agree that neither party shall have any remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the DBA and/or the CFA, unless such statement, representation, assurance, or warranty was made fraudulently. For the avoidance of doubt, this does not prevent you from bringing a claim against us for negligence in prosecuting your Claim pursuant to the terms of the DBA and/or CFA.

5. You acknowledge and accept the terms of Abbleys Standard Terms and Conditions of Business as varied by the DBA and/or the CFA.

Signatures

By signing below, I acknowledge that I have read and understood the contents of the above, that I have had the opportunity to seek clarification on any points I did not understand, and that I agree to proceed on that basis.

Client

Signature:	
Print Name:	
Date:	
IP Address:	

Solicitor

Signed on behalf of Abbleys:	
Print Name:	Thomas Hulme
Date:	

Abbleys Solicitors

LEGAL EXPENSES AND OMBUDSMAN SERVICE INFORMATION

Contingency Fees

Our work for you we offer on a contingency basis. We have divided our work into a 'pre-litigation' and 'litigation' stages, the DBA covers the 'pre-litigation' stage and the CFA covers the 'litigation' stage. If we cannot settle your case directly with the lender or obtain an award from the Financial Ombudsman Service in this pre-litigation stage under the DBA the DBA ends, the CFA then applies to the next 'litigation' stage. In most cases we only receive our fees if we succeed in obtaining money for you from the lender.

Damages Based Agreement

This agreement is for the pre-litigation stage which applies from the start of your claim until (and if) we issue proceedings.

If we succeed in obtaining damages for you from the lender or Financial Ombudsman Service the amount we charge you is capped by law depending on the amount. We will charge you whichever is the lowest of either the Maximum Charge or the Maximum Percentage:

Band	Compensation Recovered	Max Charge	Max Percentage
1	£1 to £1,499	£420	30%
2	£1,500 to £9,999	£2,500	28%
3	£10,000 to £24,999	£5,000	25%
4	£25,000 to£49,999	£7,500	20%
5	£50,000 or above	£10,000	15%

Please note that VAT will be added to the charge. There are no other deductions from your damages.

If we are not successful and you recover no damages, you will not pay anything so long as you have abided by the terms of our agreements.

Conditional Fee Agreement

This agreement comes into effect when the DBA ends, it covers the litigation stage of your claim. We request you sign this agreement now, however, we will not issue proceedings without advising you on prospects. If we believe your claim does not enjoy good prospects of winning, or the sums involved are too low, we will not issue proceedings and we are entitled to rely on this as a ground to withdraw our services so long as we give you reasonable notice. This does not stop you bringing a claim yourself or choosing to pay for us to act for you on a fixed fee or hourly charged rate basis.

If your claim is not successful, your costs will be covered, either by us or through insurance that we take out on your behalf. You will not have to pay for our legal services or for any shortfall in third-party expenses that is not paid by the insurance policy (including insurance premiums), subject to you complying with the terms of the CFA.

Under the terms of the CFA, if your claim is successful, you will be awarded compensation called "Damages" to be paid by the opponent or the opponent may otherwise agree to pay you Damages. You may also be paid an amount by the opponent to cover your legal costs (known as "Recovered Costs").

From the Damages and any Recovered Costs that you receive, if your claim is successful, you will pay us:

a. our professional fees for acting on your claim ("Firm Fees");
b. an additional success fee ("Success Fee"), which is capped at 100% of the Firm Fees; and
c. any third-party expenses we have paid on your behalf in connection with your claim (known as "Disbursements").

The Success fee is set out below and reflects the risks associated with your case. These risks include the following:

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 present time
III. The legal definition of what constitutes an 'unfair relationship' with a lender is highly subjective and there are several factors that may apply.
IV. The future risk of failing to beat a section 36 offer made by your opponent
V. The fact that if you lose we will not earn anything
VI. We are entering into this agreement at the start of your claim
VII. The arrangements we have made in respect of disbursements
VIII. The Defendant is likely to hold any documents or records which may constitute a counterclaim against you
IX. If your pre-existing insurer grants indemnity the fact our basic charges will be reduced if you lose and there will be irrecoverable items of expenditure.

Our success fee is as follows: A 100% uplift on our basic charges when you win your claim.

The total amount payable by you on success in your claim will be capped at any Recovered Costs received and 50% of any Damages awarded to you less any ATE Insurance Premium that might be taken out on your behalf.

The Firm Fees are calculated by reference to an hourly rate for the work done in respect of your claim and will depend on the level of seniority of the person carrying out that work. These are the fees which you would be required to pay if you asked us to act for you in respect of your claim without using an alternative method of financing (i.e. not on a 'Contingency' or 'No-Win No-Fee' basis).

If your claim is successful, you may be able to seek recovery of the Firm Fees and certain Disbursements from the opponent, but you will not be able to request that your opponent pays for the Success Fee (or the premium payable for the insurance which we will take out on your behalf, as mentioned below). We will deduct any payment due to us from the Damages and any Recovered Costs which you recover from your opponent before sending the remainder of the Damages to you at the end of your claim.

To ensure that you receive a substantial portion of any damages you win from your opponent if your claim is successful, we will apply a cap to the total amount we may receive under the CFA so that we will never receive more than 50% of any Damages you win, less the ATE Insurance Premium together with all of any Recovered Costs you are able to recover from your opponent.

If your claim is unsuccessful, you will not have to pay us a fee, and your additional expenses (including the Disbursements) may be covered by insurance. This means that you will not have to pay these expenses (including insurance costs) if you do not win your Claim, subject to you complying with the terms of the CFA. You may become liable to pay your opponent's costs (known as "Adverse Costs"). However, provided you comply with the CFA, we will provide you with an indemnity against those costs (which we will then cover through an insurance policy which we will take out on your behalf).

We will investigate putting a claims insurance policy in place to cover third-party expenses (such as legal expenses and funding costs) if you lose your claim. By instructing us, you give us authority to enter into an insurance policy on your behalf and to make payments to meet legal and other expenses on your behalf as the case proceeds.

We will advise you taking out an insurance policy to cover these third-party expenses if you lose, so you will not be out of pocket.

If court proceedings seem appropriate then we will advise you at the time on whether to issue and the benefits, detriments and risks of doing so. Litigation is slow, expensive and uncertain and therefore must be a last resort.

Alternative Funding and The Ombudsman Service

Here, we explain the other methods of funding which might be available to allow you to bring your claim. They can be summarised as follows:
• Paying for our services as you use them on an hourly basis whether you win or lose;
• Pre-existing legal expenses insurance that would cover the cost of our services – if you have a policy that will cover you for this case please confirm without delay (we should advise you that legal expenses cover can be included as part of your household insurance policies, so you should check these to see if you may have cover, and ask us if you are unsure);
• A trade union or other organisation of which you are a member that would cover the cost of our services – if you are a trade union member and your union will pay your legal fees and expenses, please confirm without delay;

It is possible to complain to your lender yourself and submit a claim to the Financial Ombudsman Service yourself. You do not need to instruct any lawyer to represent you and you will not incur any charges if you act for yourself. It is also the case that the Financial Conduct Authority are consulting on establishing a compensation scheme in relation to some vehicle finance agreements following the Supreme Court Judgement on the 1st August 2025 in Johnson v Firstrand.

It is your choice to instruct us and we will bring our expertise to bear to try and achieve a higher award for you. The reasons we believe it is still advantageous so you to instructs us rather than represent yourself are:

1. Consumer credit law is technical and complicated
2. We have expert knowledge of the rules, regulations and procedures
3. Being represented by a law firm adds weight to your case
4. We are adept at negotiating with financial institutions and large organisations
5. We will look after your best interests and you are protected by our insurance
6. We obtain a financial report on affordability from an independent company to support your claim.

Based upon the information we have received we are satisfied that the enclosed DBA and CFA are suitable for your needs and take account of your best interests. If your circumstances change, we may need to review the funding arrangement; please therefore inform us promptly about any change which you consider may be relevant.

Please note that if you breach the terms of the DBA or CFA (as applicable at the time of the breach), then the sums due under the DBA / CFA may become immediately payable by you, and they will not be covered by any insurance.

Early Termination – Risks and Costs

In the event that you decide to terminate the agreement with us after any cooling-off period but before the conclusion of a claim, for any reason, we will invoice you for the value of any work undertaken on your behalf up to that point. Those costs will be calculated based on the hourly charging rates set out in this agreement. If you end our engagement early after proceedings have been issued and you do not then arrange alternative representation, you might become liable for the defendant's costs. Depending on whether you had the After The Event (ATE) insurer's consent to terminate our engagement, those adverse costs might not be covered by the ATE policy.

Abbleys Solicitors

Terms and Conditions of Damages Based Agreement

1. Definitions and interpretation

1.1. In this DBA, unless otherwise provided, the following words and expressions have the following meanings:

"DBA" means the terms and conditions of this damages-based agreement, including any schedules.
"Claim" means the Client's irresponsible lending Claim against the Opponent.
"Client Care Letter" means the letter sent by the Firm to the Client enclosing the DBA, CFA and Standard Terms and Conditions of Business.
"CFA" means the terms and conditions of a conditional fee agreement entered into between the Client and the Firm.
"Damages" means (1) the sum that the Opponent or other related party agrees or is required to pay to the Client in Settlement (whether in full or part) of the Claim if the Client Wins the Claim; or (2) the sum that the Opponent or other related party agrees or is required to account for, credit, write off or offset against any sum owed by the Client to the Opponent or to any other related party in Settlement (whether in full or in part) of the Claim if the Client Wins the Claim. Under this DBA, Damages shall exclude any costs (including expenses) recovered from the Opponent or other third party.
"DBA Fee" means the lower sum of either; (a) the maximum percentage rate; or (b) the maximum total charge in the table below applicable to the level of Damages awarded for your Claim:

Band	Level of Damages	Maximum percentage rate	Maximum total charge
1	£1 to £1,499	30%	£420
2	£1,500 to £9,999	28%	£2,500
3	£10,000 to £24,999	25%	£5,000
4	£25,000 to £49,999	20%	£7,500
5	£50,000 or above	15%	£10,000

The DBA Fee to be paid is net of any costs paid or payable by any other party.
"Expenses" means disbursements paid on behalf of the Client in connection with the Claim and/or any Proceedings, such as (but not limited to) assessment fees, experts' fees, photocopying charges, travelling expenses, translators' fees, subsistence and other expenses, and any premium payable under an Insurance policy, and excluding Counsel fees.
"Firm Fees" means the amounts which the Firm charges for the work which it does on the Claim at the rates set out at clause 3.2, not including the DBA Fee, if the circumstances under clauses 10.1.1, 10.2.1, 10.2.2 and 10.2.3. are met. In such circumstances, the Firm Fees may include charges for the work undertaken by the Firm in respect of the Claim prior to the date of the Client Care Letter, including in relation to the Firm assessing the quantum of the Claim. The Firm Fees may also be used to calculate the recoverable costs from the Opponent.
"Insurance Policy" means a contract of insurance taken out on the Client's behalf to cover certain liabilities of the Client, including certain Expenses.
"Litigation Circumstances" means the initiation of any legal proceedings, whether in England and Wales or in any other jurisdiction and any counterclaim issued by the Opponent in respect of the Claim.
"Loses the Claim" means any circumstance other than where the Client wins the Claim, including where the Client discontinues the Claim on the Firm's advice with no agreement for payment of Damages in favour of the Client.
"Opponent" means any party against whom the Client proceeds in this Claim – or in claims heard with this Claim – or any one or more of them. Where an Opponent is named in this DBA, the DBA is not limited to a claim against that Opponent but extends to a claim against any other Opponent which the Firm may advise.
"Pre-Litigation Circumstances" the presentation of the Claim to the Opponent and any claim or complaint under the Financial Services Compensation Scheme, the Financial Ombudsman Service, or any other out-of-court redress procedure excluding the Litigation Circumstances.
"Recovered Expense Costs" means all amounts paid by any other party, including the Opponent or other related party to the Client or the Firm or any person on their behalf on account of Expenses or, if a Settlement is agreed that fails to allocate the amount of the Settlement or compromise to such items, an amount equal to amounts attributed as Expenses under an order for recovered costs that a court might reasonably have been expected to make in the Claim as determined by Counsel, acting reasonably, or by an experienced costs lawyer agreed between the parties in accordance with clause.
"Settlement" means a binding settlement agreement between the Client and the Opponent in settlement of the Claim or if the Opponent is otherwise required to pay, account for or off-set Damages.

"Standard Terms and Conditions of Business" means the Firm's terms and conditions of business delivered to the Client.

"**Win**" or **"Wins the Claim"** means where the Claim is finally decided in the Client's favour, whether as a result of the Opponent being obligated, ordered or agreeing (a) to pay Damages in Settlement; and/or (b) to provide a financial benefit to the Client (such as making a credit to the Client's account or writing off part of its balance); and/or otherwise.

"VAT" means value-added tax at the prevailing rate.

1.2. In the interpretation of this DBA, unless the context otherwise requires:

1.2.1. headings are for reference only and do not affect the interpretation of this DBA;

1.2.2. references to clauses are to clauses of this DBA; and

1.2.3. the singular shall include the plural and vice versa.

2. Introduction and Important Information

2.1. This agreement is a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974, and a Damages-Based Agreement within the meaning of section 58AA of the Courts and Legal Services Act 1990 and the Damages-Based Agreements Regulations 2013 (SI 2013/609).

2.2. The Firm agrees to act for the Client under this DBA in relation to the Claim in the Pre-Litigation Circumstances once the Firm has received a signed and dated copy of the Client Care Letter from the Client.

2.3. This DBA will not extend to any Litigation Circumstances. Should it be necessary to progress the Claim via court proceedings or other Litigation Circumstances, the Client agrees that the charging structure between the Client and Firm will be governed by the terms of the CFA, subject to clause 2.4 below.

2.4. The Firm will be the Client's solicitors throughout any process under the Pre-Litigation Circumstances, subject to the terms of this DBA, the terms of the CFA, the Standard Terms and Conditions of Business and to the professional duties owed by the members of the Firm.

2.5. This DBA sets out the terms upon which the Client and the Firm have agreed that the Firm is retained in relation to the Claim in the Pre-Litigation Circumstances. The Client and the Firm have agreed that if the Litigation Circumstances have occurred the terms of the CFA shall apply and the terms of this DBA shall no longer apply. The Firm will notify the Client when the terms of the CFA shall apply.

2.6. This DBA will include any Claim against any other person who is subsequently identified as an Opponent to the Claim.

2.7. Any other claims not subject to this DBA made by or against the Client prior to, or following Settlement and conclusion of, the Claim, will not be subject to this DBA.

2.8. The Client acknowledges that the parties are entering into this DBA on reliance of the representations and warranties set out in Schedule 1 to this DBA.

3. Fees and Expenses

3.1. The provisions of the Standard Terms and Conditions of Business between the Client and the Firm will continue to apply, save as varied by the terms of this DBA and/or the terms of the CFA from the date of the Client's signature to the Client Care Letter

3.2. Firm Fees

3.2.1. The Client is only liable to pay the Firm Fees if the events under clauses 10.1.1, 10.2.1, 10.2.2, 10.2.3, take place.

3.2.2. Under this DBA, the Firm Fees are calculated by reference to the hourly rates set out below. These hourly rates must be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed each year. The Firm will inform the Client in advance of any increase in the rates.

	Hourly Rate (£)
Grade A: Partners, Solicitors and legal executives with over 8 years' experience	£450
Grade B: Solicitors and legal executives with over 4 years' experience	£400
Grade C: Other solicitors or legal executives and fee earners of equivalent experience	£350
Grade D: Trainee solicitors, paralegals and other fee earners	£300

4. Payment to the Firm

4.1. If the Client Wins the Claim:

4.1.1. Subject to the terms of this DBA, if the Client Wins the Claim the Client is liable to pay the DBA Fee (net of any costs paid or payable by any other party) in full and on demand.

4.1.2. The Firm will invoice the Client for the DBA Fee.

4.1.3. The Client is liable to pay the Expenses (net of any expenses that are paid or payable by any other party). However, the Firm will not seek to recover any Expenses from the Client.

4.1.4. The Client agrees to pay all Damages and any Recovered Expense Costs received by the Opponent into the Firm's client account and, out of such sums, the Client agrees that the Firm can take any payments due in the order of priority set out in clause 5 (*Application of Proceeds and Payment Priority*).

4.1.5. If the Opponent does not pay all of the Damages or any Recovered Expense Costs owed to the Client pursuant to an agreement, then the Client agrees that it will use all reasonable endeavours to assist and co-operate fully with the Firm in recovering the amounts due and owing. This will include, but is not limited to, the right for the Firm to act in the Client's name to enforce any agreement to pay and the right to request a transfer or assignment of any agreement at the Firm's request.

4.1.6. Where Damages and/or any Recovered Expense Costs are not paid directly to into the Firm's client account and the Client fails to pay the DBA Fee and any Recovered Expense Costs within 7 days of a demand for payment, the Firm shall be entitled to payment of interest on the outstanding amount at 2% above base rate per annum from the date of the demand until payment.

4.2. If the Client Loses the Claim:

4.2.1. The Client will not be liable for the DBA Fee.

4.2.2. The Client will be liable to pay the Expenses (net of any expenses that are paid or payable by any other party). However, Abbleys will indemnify the Client for the Expenses, which will be covered by an Insurance Policy taken out by Abbleys, and the Client is not liable to pay any shortfall in the Expenses recovered under the Insurance Policy.

4.3. DBA Fee

4.3.1. The DBA Fee is payable by the Client to the Firm if the Client Wins the Claim.

4.3.2. The DBA Fee is set out in the Definitions above. The reasons for calculating the DBA Fee at this level is in accordance with rule 2.3 of the Schedule to the SRA Regulatory Arrangements (Claims Management Fees) Rules 2024.

4.4. The DBA Fee, plus VAT, is the consideration which the Firm requires in return for acting on terms which are contingent on success, which give rise to uncertainty and unpredictability in the Firm's business affairs and deprive the Firm of cashflow for what a significant period may be.

4.5. The DBA Fee is only payable by the Client if the Client wins the Claim and will be payable via a deduction from the Damages. The DBA Fee is calculated net of any costs paid or payable by any other party.

4.6. The DBA Fee is payment by the Client for the service provided by the Firm in the conduct of the Claim from the date of instruction.

4.7. If there is anything that the Client wishes to discuss about the DBA Fee they should contact the Firm before signing the Client Care Letter enclosing this DBA.

4.8. Client's total liability to the Firm

4.8.1. In recognising the need for the Client to recover a portion of its Damages, it is agreed that if the Client wins the Claim, the Client's total liability to the Firm under this DBA will not exceed the aggregate of:

4.8.1.1. The DBA Fee; and

4.8.1.2. Any Recovered Expense Costs received.

4.9. Settlement

4.9.1. Where the Opponent makes an offer to settle the Claim for a lump sum or benefit that does not distinguish between Damages and any Recovered Expense Costs, the Client agrees that it will not accept such an offer without the Firm's written consent.

5. Application of Proceeds and Payment Priority

5.1. The Client agrees to hold all Damages and any Recovered Expense Costs as trust property on bare trust absolutely for the benefit of the Firm and itself to the extent of each of their respective interests in the Damages and Recovered Costs as described in this DBA.

5.2. If the Client wins the Claim, Damages and any Recovered Expense Costs paid into the Firm's client account in accordance with clause 4.1.4, shall be applied by the Firm in the following order of priority:

5.2.1. First, to the Firm in respect of the DBA Fee;

5.2.2. Second, to the Client in respect of the balance of the Damages together with any interest payable in accordance with the Solicitors Accounts Rules.

5.3. If the Client loses the Claim, the Client irrevocably instructs the Firm that any amounts recoverable under the Insurance Policy in respect of the Expenses (to the extent such amounts have not been paid directly to the Firm by the insurer under the Insurance Policy) shall be paid directly into the Firm's client account to be applied by the Firm to meet any Expense payable by the Client in accordance with the terms of this DBA

6. VAT

6.1. VAT will be added to the DBA Fee at the rate which applies when the invoice is rendered.

7. Right to Apply for an Assessment

7.1. As this DBA is a non-contentious business agreement, the Client has no right to an assessment by the court of the amount of the DBA Fee and/or Expenses which are payable by the Client under this DBA, under section 57 of the Solicitors Act 1974. However, you may be able to object to the agreement on the grounds that it is unfair or unreasonable. The Client is welcome to seek advice from another law firm about this but would be required to pay the costs associated with doing so.

8. Lien

8.1. The Firm is entitled to keep any money, papers, documents, or other property held on behalf of the Client until all money due to the Firm is paid in full. A lien may be applied after this DBA ends.

9. Responsibilities

9.1. To enable the Firm to properly advise and represent the Client, the Client's responsibilities include:

9.1.1. Giving the Firm full, honest, clear and timely instructions and instructing the Firm so as to allow it to comply with all rules of the court or obligations imposed by its regulators;

9.1.2. Co-operating fully with the Firm in the preparation and conduct of the Claim, including informing the Firm of all material facts of which the Client is aware, promptly keeping the Firm informed of any developments which are relevant to the Firm's representation of the Client in relation to the Claim and its assessment of the likelihood that the Client will win the Claim, and not causing any significant delay or otherwise acting in a manner that might materially prejudice the likelihood that the Client will win the Claim;

9.1.3. Telling the Firm promptly if any information previously provided to the Firm is no longer true or accurate;

9.1.4. Acting throughout the duration of the Claim in accordance with the reasonable advice and direction of the Firm, including the use and instruction of experts, the issues arising in the Claim and any compromise of the Claim;

9.1.5. Providing the Firm with all information and documents which are relevant to the Claim, including but not limited to letters, documents and emails, third-party reports and records, and statutory filings;

9.1.6. Safeguarding and preserving any relevant documents (in both electronic and hard-copy form) that may be relevant to the Claim. Further details in relation to the Client's disclosure requirements are set out in the Standard Terms and Conditions of Business;

9.1.7. Not asking the Firm to work in an improper or unreasonable way;

9.1.8. Paying all amounts due to the Firm upon delivery of invoices;

9.1.9. Consulting with the Firm before making any contact with or having any discussion or correspondence with the Opponent or its lawyers concerning any aspect of the Claim;

9.1.10. Not abandoning or discontinuing the Claim or any part of the Claim against the Firm's advice;

9.1.11. With the Firm's guidance, taking all reasonable steps to engage constructively with the Opponent to resolve the Claim and to notify the Firm immediately if the Client receives an offer of Settlement, whether orally or in writing, from or on behalf of the Opponent;

9.1.12. Not settling the Claim (or any part of it) without the Firm's consent, such consent not to be unreasonably withheld having regard to the Firm's duty to act in the Client's best interests, not entering into any Settlement which does not differentiate between the sum paid as Damages and any sum paid as Recovered Expense Costs unless the Firm agrees, and not agreeing to any apportionment of a Settlement sum between Damages and Recovered Expense Costs unless the Firm agrees;

9.1.13. Not entering into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of Damages) without the Firm's agreement;

9.1.14. Not entering into any new agreement concerning the Claim that does not acknowledge the enforceability of this DBA and the Firm's rights hereunder;

9.1.15. Not creating a charge over the Damages in favour of any other person;

9.1.16. Not creating any future interest in the Damages that would have priority over the Firm's interest;

9.1.17. Not receiving any payment directly from the Opponent or any other person in respect of Damages or Recovered Expense Costs. All Damages and Recovered Expense Costs must be paid directly into the Firm's client account; and

9.1.18. Not causing or contributing to a conflict of interest that would prevent the Firm from continuing to act in relation to the Claim.

9.2. The Firm's responsibilities include:

9.2.1. Always acting in the Client's best interests, subject to the Firm's overriding duties to the court and/or its regulators and/or the Firm's other professional duties;

9.2.2. Explaining to the Client the risks and benefits of taking legal action, including advising the Client of any legal issues, circumstances and reasonably foreseeable risks relevant to the Claim;

9.2.3. Giving the Client the best information reasonably possible about the likely costs of the Claim and the different methods of funding those costs;

9.2.4. Keeping the Client appraised of progress; and

9.2.5. Seeking the Client's instructions as required.

10. Termination

10.1. By the Client

10.1.1. The Client is entitled to end this DBA in writing at any time. If the Client does so and it:

10.1.1.1. Does not continue with the Claim, it agrees immediately to pay the Firm Fees for the work done to the termination date of this DBA, together with Expenses incurred to the termination date.

10.1.1.2. Continues with the Claim and wins the Claim, the Client will have to pay the Firm the DBA Fee.

10.1.2. If the Client terminates this DBA and continues with the Claim, the Client agrees to:

10.1.2.1. Keep the Firm regularly informed of the progress of its Claim;

10.1.2.2. Procure that any new solicitors instructed on the Claim shall provide the Firm with regular information upon the Firm's reasonable request as to the progress of the Claim and shall respond to any reasonable queries the Firm may raise on a timely basis;

10.1.2.3. Immediately notify the Firm in writing of any monies received in connection to the Claim and shall instruct its new solicitors to hold the DBA Fee (where the Client Wins the Claim and where such fee is due to the Firm in accordance with the terms of this DBA) on trust for the Firm in a designated client account and to provide confirmation of the same to the Firm;

10.1.2.4. Ensure that, if the Client wins the Claim, payment of the DBA Fee to the Firm shall take priority over any other payment obligations the Client may have under any additional funding agreement or damages-based agreement arising out of the same Claim and that the required amount of Damages and Recovered Expense Costs shall be paid in accordance with clause 5 (*Application of Proceeds and Payment Priority*).

10.2. By the Firm

10.2.1. The Firm is entitled to end this DBA on reasonable notice if:

10.2.1.1. The Client rejects the Firm's advice to accept a reasonable offer from the Opponent or to make a reasonable offer to the Opponent in Settlement of the Claim or to discontinue part of the Claim. In such circumstances, the Firm may elect whether: (i) the Client must pay the Firm Fees for the work done to the termination date of this DBA, together with Expenses incurred to the termination date; or (ii) the Client must pay the Firm the DBA Fee if it proceeds with the Claim and wins the Claim together with any Expenses that are recovered from the Opponent;

10.2.1.2. The Client elects to discontinue the Claim without the Firm's agreement. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this DBA, together with Expenses incurred to the termination date. The Client may also be liable to pay the Firm damages for breach of contract;

10.2.1.3. The Client does not meet its responsibilities, breaches its duty of confidentiality as set out under this DBA, provides information that is false, inaccurate, misleading, fraudulent, or materially incomplete, materially breaches any of the representations and warranties set out at Schedule 1, or if the Client is otherwise in material breach of any of the terms of this DBA. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this DBA, together with Expenses incurred to the termination date. The Client may also be liable to pay the Firm damages for breach of contract. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the DBA Fee;

10.2.1.4. The Client becomes bankrupt, insolvent, or subject to winding-up proceedings or liquidation/receivership. In such circumstances, the Firm may elect whether: (i) the Client must pay the Firm Fees for the work done to the termination date of this DBA, together with Expenses incurred to the termination date; or (ii) the Client must pay the Firm the DBA Fee if the Client's trustee(s) in bankruptcy or liquidator/receiver proceeds with the Claim and the Client wins the Claim, together with any Expenses that are recovered from the Opponent;

10.2.1.5. The Firm believes that there is no longer a reasonable prospect that the Client will win the Claim or that the likely recovery the Client would achieve is insufficient to justify expenditure of further Firm Fees or Expenses. This includes (but is not limited to) circumstances where the Firm considers that the Litigation Circumstances may apply but, its sole discretion, has a good reason not to represent the Client under the CFA in any court proceedings. In such circumstances, provided the Client has not provided information that is false, inaccurate, misleading, fraudulent or materially incomplete, the Client will not be required to pay any Firm Fees, the DBA Fee or Expenses;

10.2.1.6. Any relevant Insurance Policy is terminated by the insurer on grounds of breach or misconduct by the Client. In such circumstances, the Client must pay the Firm Fees for the

work done to the termination date of this DBA, together with Expenses incurred to the termination date. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the DBA Fee.

10.2.2. The Client's death before the Claim is resolved will bring this DBA to an end. In such circumstances, the Firm will be entitled to recover the Firm Fees and Expenses up to the date of the Client's death from the Client's estate.

10.2.3. If the Firm notifies the Client in accordance with clause 2.3 that the Litigation Circumstances are applicable and that the terms of the CFA will apply, this DBA will be brought to an end and will be treated as never having been

entered into. No fees will be payable pursuant to this DBA (but fees will be payable pursuant to the CFA for work carried out before the Litigation Circumstances occurred).

10.2.4. If the Firm terminates this DBA in accordance with its terms and withdraws its services, it shall have no duty to find the Client alternative lawyers.

10.3. Cooling-off period

10.3.1. The Client has a right to cancel this DBA under Schedule 2 and will pay nothing if this is done within the 14-day time limit.

11. Delegated Authority

11.1 By agreeing to these terms of business, you agree to delegate the authority herein described to us on the following terms:
i. Issuing of court proceedings,
ii. Making and accepting offers of settlement provided, in our opinion, it is in your best interest to do so,
iii. Entering into settlement contracts provided, in our opinion, it is in your best interest to do so.

The effective date of this delegation is from the date of this letter and shall run until revoked, is no longer serving in the position described in this delegation, or the end of the case, whichever comes first.

12. Confidentiality

12.1. It may be necessary for the Firm or the Client to share information about the Claim with the insurer under the Insurance Policy. Common interest privilege and/or litigation privilege will attach to information shared with such insurer in relation to the Claim.

12.2. The Client agrees not to disclose any information about the Claim to a third party before first discussing it with the Firm.

12.3. The existence and terms of this DBA shall be treated by the Client as confidential.

13. Severability

13.1. If, for any reason, one or more of the provisions or undertakings of this DBA shall be held to be invalid but would have been held to be valid if part of the wording of the same was deleted or the period or scope of the same reduced then the said provisions or undertakings of this DBA shall apply with such deletion or modification as may be necessary to make them valid and effective.

13.2. Without prejudice to the above, the illegality, invalidity, or unenforceability of any provision of this DBA under the laws of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction, nor the legality, validity, or enforceability of any other provisions of this DBA. Each party shall use all reasonable endeavours to replace any illegal, invalid, or unenforceable provisions by a legal, valid, and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the illegal, invalid, or unenforceable provision.

14. Conflict

14.1. If there is any inconsistency between any of the provisions of this DBA and the provisions of the Firm's Standard Terms and Conditions of Business, the provisions of this DBA shall prevail.

15. Governing law and jurisdiction

15.1. This DBA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, existence, formation, validity, termination, or enforceability shall be governed by and construed in accordance with the law of England and Wales.

15.2. Subject to clause 15.3, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this DBA or its subject matter or formation.

15.3. Where there is a dispute between the Firm and the Client as to the apportionment of any amount paid to the Client by way of Settlement between Damages and Recovered Expense Costs, the dispute shall be referred for determination by an independent barrister or experienced costs lawyer to be agreed between the parties, such barrister or lawyer to be of appropriate seniority and experience having regard to the subject matter, value and complexity of the dispute. The

barrister or lawyer shall act as an expert and not an arbitrator, and his or her decision shall be binding. The barrister or lawyer shall decide the procedure for resolving the dispute, and who is to be responsible for the costs of the dispute, including his or her own fees. The barrister or lawyer will be appointed by agreement between the parties or, in the absence of any agreement, by the President of the Law Society.

15.4. Nothing in this clause 15 is intended or shall prejudice any rights of the Client under the Solicitors Act 1974 or any right of recourse to the Legal Ombudsman, the Solicitors Regulation Authority or other regulator.

16. Assignment

16.1. The Client shall not assign or transfer any of its rights and/or obligations under this DBA without the prior written consent of the Firm.

16.2. The Firm shall be entitled (subject to any applicable laws) to assign, transfer, charge or securitise its rights to any Firm Fees or DBA Fee or Expenses under this DBA to a third party or parties upon written notice to the Client, but not so as to affect any of the Client's rights to its detriment. The Client agrees to execute any further documents the Firm requires to make such assignment effective.

16.3. The Firm will notify the Client as soon as reasonably possible where any assignment, transfer, charge or securitisation referred to in clause 15.2 above affects any provision of this DBA or if, as a result of such assignment, transfer, charge or securitisation, the Client should consider all references to the Firm in this DBA as references to the relevant assignee.

16.4. This DBA shall be binding upon and endure to the benefit of the successors in title and assigns of the Firm.

16.5. Notice given to the Client pursuant to this clause 15 shall be sent by email to the following address: .

17. Warranty of authority

17.1. Any person who signs the Client Care Letter enclosing this DBA on behalf of the Client hereby warrants that they are duly authorised to do so and that their signature legally binds the Client.

17.2. Each party warrants and represents to each other party that the signatories to the Client Care Letter enclosing this DBA are duly authorised by the respective party on whose behalf they sign to sign the Client Care Letter and bind the respective party to the terms of this DBA.

18. Third-party rights

18.1. No person who is not a party to this DBA has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this DBA but this does not affect any rights or remedy of a third party which exists or is available other than under the Act, nor does it affect the rights of any successors or assigns of the Firm.

Schedule 1 (Representations and Warranties)

The Firm's decision to enter into the terms of this DBA is based in part on the representations and warranties the Client has made in this Schedule 1. The Client agrees to inform the Firm promptly if any of these statements is no longer true and accurate.
In addition to the representations and warranties set out at clause 16, the Client hereby warrants and represents that:

1. All factual information howsoever delivered by the Client to the Firm prior to the date of the Client signing the Client Care Letter was true and accurate in all material respects as at the date of the relevant report or document containing the information and remains true and accurate at the date of the Client signing the Client Care Letter.

2. No legal proceeding or other procedure or step in relation to the subject matter of the Claim has previously been advanced by or on behalf of the Client.

3. No information has been withheld or concealed by the Client or, to the best of the Client's knowledge, by its affiliates or any advisors that, if disclosed, would have the effect of causing the information, opinions, intentions, forecasts or projections previously provided by the Firm being untrue or misleading in any material respect or which, if disclosed, might reasonably have been expected to affect the Firm's decision to enter into the terms of this DBA.

4. All documents in the Client's possession or control relevant to the Claim have been and will be safeguarded and preserved by the Client (in both electronic and hard-copy form) and will be supplied to the Firm (including but not limited to letters, documents, and emails, third party reports and records, and statutory filings).

5. There are no facts or situations that have not been disclosed to the Firm which might reasonably be expected in any material respect to adversely affect the conduct, progress or continuation of the Claim or the prospects that the Client Wins the Claim.

6. Other than this DBA and the CFA, there are no other agreements or understandings, whether in oral or written form, between the Client and any other person in respect of the Claim or Damages (including any agreement or understanding relating to the sharing of any Damages or any charge over any Damages).

7. The obligations assumed by the Client under this DBA are legal, valid, binding, and enforceable obligations, subject only to applicable bankruptcy or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity.

8. The entry into and performance by the Client of this DBA does not and will not conflict in any respect with, or result in a breach or violation of:

    8.1. any law or regulation applicable to the Client; and

    8.2. any agreement or instrument binding upon the Client or any of its assets;

9. No consent, approval, authorisation, filing with or order of any court or governmental agency or body is required to enable the Client lawfully to enter into, exercise its rights and comply with its obligations in this DBA.

10. No legal proceeding or other procedure or step has been taken or, to the Client's knowledge (having made all reasonable enquiries), threatened, by or in relation to the Client on the basis that the Client is unable to pay its debts.

11. No legal proceeding or other procedure or step has been taken leading to a conviction against the Client in relation to the Client having committed fraud.

Schedule 2 (Notice of the Right to Cancel)

Subject to clause 2.5 of the DBA, the Client has the right to cancel this DBA without giving any reason within a period of 14 days from the date of signing the Client Care Letter. To exercise the right to cancel, the Client must inform the Firm of its decision to cancel by a clear statement (e.g. a letter sent by post or e-mail). The Client may use the template cancellation form below if it wishes to, but it does not have to.

To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning its exercise of the right to cancel before the cancellation period has expired.

The Client can cancel by:

Post to: Abbleys Solicitors,
82 King Street, Manchester, Lancashire M2 4WQ

Email to: consumer@abbleys.co.uk

If the Client cancels this DBA, the Firm will reimburse to the Client any payments received from the Client within 14 days, using the same means of payment as the Client used, and without charging any fee (although it is extremely unlikely that the Client will have made any such payments).

Where the Client requested the Firm to begin the performance of services during the cancellation period, the Client shall pay the Firm an amount which is in proportion to what has been performed until the Client has communicated its cancellation to the Firm

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Cancellation Notice

If the Client wishes to cancel the DBA it may use this form, but it does not have to.

Post to: Abbleys Solicitors,
82 King Street, Manchester, Lancashire M2 4WQ
, or Email to: consumer@abbleys.co.uk

I hereby give notice that I wish to cancel my damages-based agreement with Abbleys enclosed with Abbleys' letter dated , your reference:

Signed: _____
Name: _____
Address: _____
_____
_____
Date: _____

Abbleys Solicitors

Terms and Conditions of Conditional Fee Agreement

1. Definitions and interpretation

1.1. In this CFA, unless otherwise provided, the following words and expressions have the following meanings:

"**Adverse Costs**" means that portion of the Opponent's fees and disbursements that it has incurred in relation to the Proceedings that are ordered by the court or agreed between the parties to the Claim to be paid by the Client to the Opponent.

"**ATE Insurance**" means a contract of insurance taken out on the Client's behalf to cover certain liabilities of the Client in respect of the Claim, including the Adverse Costs and certain Disbursements.

"**ATE Insurers**" means such provider of the after-the-event insurance approved by the Firm.

"**CFA**" means the terms and conditions of this conditional fee agreement, including any schedules.

"**Claim**" means the Client's Claim against the Opponent.

"**Client Care Letter**" means the letter sent by the Firm to the Client enclosing the CFA, the DBA and the Standard Terms and Conditions of Business.

"**Counsel Fees**" means any fees for any barrister instructed by the Firm in connection with the Claim and/or any Proceedings.

"**Damages**" means money that the Opponent is ordered to pay or otherwise agrees to pay if the Client Wins the Claim. Under this CFA, Damages shall exclude Recovered Costs.

"**DBA**" means the terms and conditions of a damages-based agreement entered into between the Client and the Firm.

"**Disbursements**" means expenses paid on behalf of the Client in connection with the Claim and/or any Proceedings, such as (but not limited to) experts' fees, court fees, photocopying, travelling expenses, translators' fees, and any premium payable under an ATE Insurance policy.

"**Firm Fees**" means the amounts which the Firm charges for the work which it does on the Claim at the rates set out at clause 4.2, not including the Success Fee. The Firm Fees include charges for work undertaken by the Firm in respect of the Claim since you first instructed us, including in relation to the Firm assessing the quantum of the Claim.

"**Loses the Claim**" means where the court dismisses the Claim without making any award of Damages in its favour or where the Client discontinues the Claim on the Firm's advice with no agreement or order for payment of Damages in favour of the Client.

"**Litigation Circumstances**" means the initiation of any Proceedings.

"**Opponent**" means any party against whom the Client proceeds in this Claim or in claims heard with this Claim, or any one or more of them. Where an Opponent is named in this CFA, the CFA is not limited to a claim against that Opponent but extends to a claim against any other Opponent which the Firm may advise.

"**Part 36 Offer**" means an offer to settle the Claim made in accordance with Part 36 of the Civil Procedure Rules.

"**Pre-Litigation Circumstances**" means all work preparing and presenting the Claim to the Opponent and any claim or complaint under the Financial Services Compensation Scheme, the Financial Ombudsman Service, or any other out-of-court redress procedure that the Firm advises the Client to follow excluding the Proceedings.

"**Proceedings**" means any legal proceedings issued by the Client relation to the Claim whether in England and Wales or in any other jurisdiction and any counterclaim issued by the Opponent in respect of the Claim. Proceedings do not include claims or

complaints under the Financial Services Compensation Scheme, the Financial Ombudsman Service or other out-of-court redress procedure.

"**Recovered Costs**" means all amounts paid or payable to the Client or the Firm, or any person on their behalf, by the Opponent (or any related party) on account of:

1.1.1.1. the Firm Fees;

1.1.1.2. Counsel Fees; and/or

1.1.1.3. other Disbursements,

or, if a Settlement is agreed that fails to allocate the amount of the Settlement or compromise to such items, an amount equal to an order for Recovered Costs that a court might reasonably have been expected to make in the Claim [as determined by Counsel, acting reasonably], or by an experienced costs lawyer agreed between the parties in accordance with clause 15.3.

"**Settlement**" means a binding agreement between the Client and any Opponent in settlement of the Claim, whether in the Proceedings or otherwise. This shall include any waiver or compromise of the Proceedings against an Opponent.

"**Standard Terms and Conditions of Business**" means the Firm's terms and conditions of business delivered to the Client.

"**Success Fee**" means the percentage of the Firm Fees which are added to the Client's bill if the Client Wins the Claim, together with VAT thereon.

"**Win**" or "**Wins the Claim**" means where the Claim is finally decided in the Client's favour, whether as a result of the Opponent: (a)being ordered to pay or agreeing to pay Damages in Settlement; and/or (b) providing a financial benefit to the Client (such as making a credit to the Client's account or writing off part of its balance); and/or otherwise, in each case irrespective of whether or not a costs order is made in favour of the Client. For the purposes of this clause,

"**Finally**" means one of the following:

1.1.1.4. The Opponent is not allowed to appeal against the court decision;

1.1.1.5. The Opponent has not appealed in time; or

1.1.1.6. The Opponent has lost any appeal.

"**VAT**" means value-added tax at the prevailing rate.

1.2. In the interpretation of this CFA, unless the context otherwise requires:

1.2.1. headings are for reference only and do not affect the interpretation of this CFA;

1.2.2. references to clauses are to clauses of this CFA; and

1.2.3. the singular shall include the plural and vice versa.

2. Introduction and important information

2.1. This CFA is a conditional fee agreement.

2.2. The Firm agrees to act for the Client under this CFA in relation to the Claim in the Litigation Circumstances once the Firm has received a signed and dated copy of the Client Care Letter from the Client. The Firm will be the Client's solicitors throughout the whole legal process including going to trial, if necessary, subject to the terms of this CFA, the terms of the DBA, the Standard Terms and Conditions of Business and to the professional duties owed by the members of the Firm.

2.3. This CFA will only apply when the Litigation Circumstances occur but will apply retrospectively in place of the DBA to cover work performed since you first instructed us. If you entered into a DBA with the Firm at the outset of the original instruction, and the Litigation Circumstances occur, then the terms of this CFA shall cover all work on the Claim carried out since the original instruction date.

2.4. This CFA will include any claim against any other person who is subsequently identified as an Opponent to the Claim.

2.5. The Client acknowledges that the Parties are entering into this CFA on reliance of the representations and warranties set out in Schedule 1 to this CFA.

3. Scope of this CFA

3.1. This CFA covers the following in connection with the Claim:

3.1.1. Issue and conduct of the Claim.

3.1.2. Any application (including interim applications) brought by the Client or the Opponent.

3.1.3. Any application for permission to appeal or any appeal by the Opponent or the Client against a final or interim order.

3.1.4. Any appeal by the Opponent or the Client against an interim or final order.

3.1.5. Any steps taken to enforce a judgment, order, or agreement.

3.1.6. Any counterclaim against the Client.

3.1.7. Any negotiations about, and any court assessment of, the costs of the Claim.

3.1.8. Any Settlement discussions and/or alternative dispute resolution mechanisms.

3.2. Unless otherwise agreed, the Firm's advice will relate to legal and strategic matters in connection with the Claim and the Firm will not provide the Client with any foreign law, economic, financial, or accounting advice nor be responsible for any non-legal matters. The Firm will, however, assist the Client in retaining third party advisors to obtain such advice and liaise with them as required.

3.3. The Firm's advice should not be relied upon by anyone other than the Client (except other claimants for whom the Firm acts, insofar as that advice is also provided to other claimants).

4. Fees and disbursements

4.1. The provisions of the Standard Terms and Conditions of Business between the Client and the Firm will continue to apply save as varied by the terms of this CFA and/or the terms of the DBA from the date of the Client's signature to the Client Care Letter.

4.2. Firm fees

4.2.1. Under this CFA, the Firm Fees are calculated by reference to the hourly rates set out below. These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed each year. The Firm will inform the Client in advance of any increase in the rates.

	Hourly Rate (£)
Grade A: Partners, Solicitors and legal executives with over 8 years' experience	£450
Grade B: Solicitors and legal executives with over 4 years' experience	£400
Grade C: Other solicitors or legal executives and fee earners of equivalent experience	£350
Grade D: Trainee solicitors, paralegals and other fee earners	£300

4.3. Subject to clause 11 (Termination), the Client is only liable to pay the Firm Fees, Disbursements, and the Success Fee if the Client Wins the Claim.

4.4. If the Client Wins the Claim:

4.4.1. Subject to clause 4.12, the Client will be liable for the Firm Fees and Disbursements, together with the Success Fee.

4.4.2. At the conclusion of the Proceedings or other Settlement of the Claim the Firm will invoice the Client for the Firm Fees and Disbursements, together with the Success Fee.

4.4.3. Usually, the Client is entitled to seek recovery of the Firm Fees and Disbursements from the Opponent, except:

4.4.3.1. the Success Fee is not recoverable from the Opponent and, subject to clause 4.12, remains payable by the Client to the Firm as a deduction from any Damages in accordance with the terms of this CFA.

4.4.3.2. the premium payable under any ATE Insurance is not recoverable from the Opponent and, subject to clause 4.12, remains payable by the Client to the Firm as a deduction from any Damages in accordance with the terms of this CFA.

4.4.3.3. if the Firm Fees and Disbursements cannot be agreed by the parties to the Claim, the court will decide how much can be recovered. It is unusual for the court to order recovery of all the costs claimed on assessment. In the event that the recoverable costs assessed by the Court are lower than the full Firm's Fees and Disbursements, the Client will be liable to pay the Firm any shortfall between the Firm's Fees and Disbursements and the assessed amount.

4.4.4. The Client agrees to pay all Damages and Recovered Costs received from the Opponent (by way of order or agreement) into the Firm's client account and, out of such sums, the Client agrees that the Firm can take any payments due in the order of priority set out in at clause 5 (Application of Proceeds and Payment Priority).

4.4.5. Where Damages and/or any Recovered Costs are not paid directly to into the Firm's client account and the Client fails to pay the Success Fee and any Recovered Costs within 7 days of a demand for payment, the Firm shall be entitled to payment of interest on the outstanding amount at 2% above base rate per annum from the date of the demand until payment.

4.4.6. If the Opponent is ordered to pay some or all of the Client's costs, interest can be claimed on the amounts due from the Opponent from the date of the court's award. The Firm is entitled to keep this interest.

4.4.7. If the Opponent does not pay all or any of the Damages, Firm Fees or Disbursements owed to the Client pursuant to an order or agreement, then the Client agrees that it will use all reasonable endeavours to assist and cooperate fully with the Firm in recovering the amounts due and owing. This will include, but is not limited to, the right to take action in the Client's name to enforce any judgment, order or agreement to pay, and the right to request a transfer or assignment of any judgment, order or agreement at the Firm's request.

4.5. If the Client Loses the Claim:

4.5.1. The Client will not be liable for the Firm Fees or the Success Fee.

4.5.2. The Client will only be liable for the Disbursements to the extent they are covered by the indemnity provided by the Firm and the ATE Insurance and will not be required to pay any shortfall.

4.5.3. The Client may be liable for the costs and disbursements of the Opponent to the extent not covered by the indemnity provided by the Firm to the Client or the ATE Insurance (including any costs of the Opponent if the Client loses an interim application) if, for example, the Client has breached the terms of this Agreement.

4.5.4. The Client will be liable for any damages and interest awarded or agreed against the Client if the Opponent succeeds in any counterclaim against the Client to the extent not covered by the indemnity provided by the Firm or the ATE Insurance.

4.6. The Success Fee

4.6.1. The Success Fee is set at 100% of the Firm Fees and, subject to clause 4.12, is payable by the Client to the Firm, usually by way of a deduction from any Damages.

4.6.2. The Success Fee percentage of 100% reflects all relevant factors as they reasonably appear to the Firm on the date this CFA is entered in to, including, but not limited to:

4.6.2.1. The Firm is self-financing the Claim and the Client is only liable to pay fees if the Client Wins the Claim which gives rise to uncertainty and unpredictability in the Firm's business affairs and deprives the Firm of cashflow.

4.6.2.2. The Opponent may advance a defence not currently contemplated.

4.6.2.3. Further information may be provided by the Opponent which impacts upon the viability of the Claim;

4.6.2.4. The quantum of the Claim is uncertain and affected by evidence including by way of disclosure from the other side not yet reviewed and detailed expert evidence. Consequently, it may be lower than anticipated;

4.6.2.5. The Opponent may issue interim applications and pursue appeals;

4.6.2.6. There are inherent risks and a multitude of uncertainties that arise in litigation;

4.6.2.7. It is uncertain when and if the Opponent will make reasonable offers to settle the Claim; whilst an early settlement is possible it would not be a safe assumption;

4.6.2.8. Decisions that the Client makes may materially impact on whether the Claim continues and whether the Client Wins the Claim;

4.6.2.9. The Firm has the responsibility of making a significant investment in the Claim (in addition to the significant investment already made) including not only in relation to its own time for work undertaken but also in respect of the Counsel Fees, experts' fees and other Disbursements notwithstanding the risk factors set out above.

4.6.2.10. The Firm is providing a Guarantee to the Client in respect of potential liability for Adverse Costs, which the Firm will pay on behalf of the Client in the event that the Client does not Win the Claim or in the event that a Court makes an order for payment by the Client of the Opponent's costs on an interim application.

4.6.3. The Success Fee cannot exceed 100% of the Firm Fees but otherwise there is no maximum limit on the amount of the Success Fee.

4.6.4. Although in setting the Success Fee, we have taken into account the risk of acting on conditional payment terms, the Success Fee overall is the payment that we require for agreeing to conduct the Claim on your behalf, and it is not intended to be a charge which is proportionate to risk. By entering into this Agreement you acknowledge and accept that and agree to pay the Success Fee stated above.

4.6.5. The Success Fee is only payable by the Client if the Client Wins the Claim and will be payable via a deduction from the Damages.

4.6.6. If there is anything that the Client wishes to discuss about the Success Fee it should contact the Firm before signing the Client Care Letter enclosing this CFA.

4.7. Cost cap

4.7.1. In recognising the need for the Client to recover a portion of its damages, it is agreed that if the Client Wins the Claim, the Client's total liability to the Firm under this CFA will not exceed the aggregate of:

4.7.1.1. 50% of any Damages awarded;

4.7.1.2. The ATE Premium; and

4.7.1.3. Recovered Costs.

4.8. Disbursements

4.8.1. The Firm will pay certain Disbursements for which the Client is liable during the course of the Proceedings.

4.9. Counsel's fees

4.9.1. Counsel Fees are not included in the Firm Fees and are treated as a Disbursement. If it becomes necessary to instruct a barrister, the Firm will discuss with the Client the proposed choice of barrister and arrangements for payment of the Counsel Fees, including whether the barrister is willing to enter into conditional fee agreement.

4.9.2. If a barrister is willing to do so, the Firm will enter into a separate conditional fee agreement with him/her.

4.9.2.1. This will usually be on the basis that if the Client Wins the Claim:

4.9.2.1.1. The barrister will charge a success fee in addition to the Counsel Fees. The barrister's success fee will be set out in the separate conditional fee arrangement that the Firm enters into with them and the Firm will discuss the barrister's success fee with the Client before the barrister is instructed; and

4.9.2.1.2. If the Client Loses the Claim, the barrister will not charge any Counsel Fees or will charge reduced Counsel Fees.

4.9.2.2. If the Client Wins the Claim, the Client is normally entitled to recover some or all of any Counsel Fees from the Opponent. However, the barrister's success fee is not recoverable from the Opponent and, subject to clause 4.12, remains payable by the Client as a deduction from any Damages in accordance with the terms of this CFA. In the event that the recoverable Counsel Fees assessed by the Court are lower than the full Counsel Fees, the Client will be liable to pay the Firm any shortfall between Counsel's Fees and the assessed amount.

4.9.3. If the Firm is not able to find a suitable barrister who is willing to work under the terms of the conditional fee agreement, or if the Client is not willing to pay a success fee to a barrister, the Firm will instruct the barrister on the basis that the Client is liable to pay the Counsel Fees in full regardless of whether the Client Wins the Claim. In this instance, Counsel Fees will be paid in accordance with the provisions of clause 4.13.

4.10. Group Litigation – Individual and Common Costs

4.10.1. As you are bringing a claim as part of a group of claimants, when seeking to recover costs from the Opponent, your notional liability for our time Costs and Counsel's Fees will reflect work done and Counsel's Fees incurred on your individual Claim, and also a pro rata proportion in respect of work done and Counsel's Fees which are common to all of the claimants' claims ("common costs"). Subject to the court ordering otherwise, your (notional) pro rata share of the common costs will be in proportion to your pro rata share of the total settlement sum or award received by the Claimant group. If there is no settlement sum or award, your pro rata share of the common costs will be equal to its estimated claim as a proportion of the total estimated claim of the Claimant group.

4.10.2. Similarly, you will be liable for our expenses incurred on your individual Claim and also a pro rata proportion of the Expenses which are common to all of the claimants' claims.

4.10.3. The premium for the ATE insurance policy in place will be included in our success fee payment.

4.10.4. Liability for the premium will be shared by the group of successful claimants in accordance with the terms of the policy, in accordance with the terms of the policy, or in accordance with any costs sharing agreement required by the Court and/or insurers, and/or as determined by the Court.

4.10.5. It may be necessary to make different costs sharing arrangements depending, for example, on how the court manages the proceedings in relation to your Claim. Where we reasonably consider that this is necessary, you agree that we may substitute such alternative costs sharing terms as are reasonable.

4.10.6. Where exercising our authority under clause 12, we will always act in the best interests of the majority of the group. If the best interests of the majority of the group differ from your best interests, we will advise you of this, but you agree that we may cease to act for you in these circumstances, in which case our payment terms shall apply.

4.10.7. Where possible we will refer you to alternative solicitors.

4.11. Adverse costs

If the Client Loses the Claim, the Client may have to pay the Opponent Adverse Costs. Provided always that the Client has complied with the terms of this Agreement, the Firm Guarantees that it will provide an indemnity to the Client in respect of such Adverse Costs, which may also be backed by an ATE Insurance which will provide cover to the Firm in respect of those Adverse Costs.

4.12. Recovered costs

If the Client wins on an interim application during the case and the court orders the Opponent to pay the Client's costs of that application, the Client will be liable for the Firm Fees for that application in any event up to the amount recovered from the Opponent, but the Client will only become liable to pay the Success Fee on those Firm Fees if the Client Wins the Claim.

4.13. Settlement

4.13.1. Where the Opponent makes an offer to settle the Claim for a lump sum or benefit that does not distinguish between Damages and our Fees, Counsel Fees and Disbursements, the Client agrees that it will not accept such an offer without the Firm's written consent.

4.13.2. It may be that the Opponent makes a Part 36 Offer which the Client rejects on the Firm's or Counsel's advice and the Client pursues the Claim to trial and obtains judgment in its favour where the Damages it recovers are less than or equal to the Part 36 Offer. If this happens, the Client will still win the Claim, but the Firm will charge the Firm Fees and Success Fee for the period up to 21 days after it received notice of the Part 36 Offer / payment and for the period thereafter it shall not claim any Firm Fees or a Success Fee. The Client shall still be liable for Disbursements. The Client will also usually be ordered to pay the Opponent's costs from 21 days after notice of the Part 36 Offer / payment which will be covered by the indemnity for Adverse Costs provided by the Firm and the ATE Insurance.

4.13.3. If the Opponent makes a Part 36 Offer which the Client rejects against the Firm's or Counsel's advice and the Client pursues the Claim to trial and obtains judgment in its favour where the Damages are less than or equal to the Part 36 Offer, the Client will remain liable for the Success Fee, as well as the Firm Fees and Disbursements and in these instances such amounts shall not be subject to the cap in clause 4.7. The Client will also usually be ordered to pay

4.13.4. the Opponent's costs from 21 days after notice of the Part 36 Offer / payment and the Client shall be liable for these amounts. Such amounts would not be subject to the cap in clause 4.7 nor covered by the indemnity for Adverse Costs provided by the Firm or the ATE Insurance.

5. Application of proceeds and payment priority

5.1. The Client agrees to hold all Damages and Recovered Costs as trust property on bare trust absolutely for the benefit the Firm and itself to the extent of each of their respective interests in the Damages and Recovered Costs as described in this CFA.

5.2. If the Client Wins the Claim, Damages and Recovered Costs paid into the Firm's client account in accordance with clause 4.4.5 shall be applied by the Firm in the following order of priority:

5.2.1. First, subject to the cap at clause 4.12, to the Firm in respect of (i) the Firm Fees (ii) the Success Fee; (iii) Disbursements; and (iv) any barrister's success fee;

5.2.2. Second, to the Client in respect of the balance of the Damages together with any interest payable in accordance with the Solicitors Accounts Rules.

5.3. If the Client Loses the Claim, the Client irrevocably instructs the Firm that any amounts recoverable under the ATE Insurance in respect of the Disbursements (to the extent such amounts have not been paid directly to the Firm by the ATE Insurer) shall be paid directly into the Firm's client account to be applied by the Firm to meet any Disbursements payable by the Client in accordance with the terms of this CFA.

6. VAT

6.1. VAT will be added at the rate which applies when the work is done to all of the Firm Fees and the Success Fee. VAT is also payable on certain Disbursements.

7. Right to apply for an assessment

7.1. The Client has the right to an assessment by the court of the amount of the Firm Fees, Success Fee and/or Disbursements which are payable by the Client under this CFA, by making an application under section 70 of the Solicitors Act 1974. There are time limits for that application, including an absolute right to assessment if the Client applies to the court within one month of delivery to the Client of the bill of costs, and a gradual reduction of the right the longer it is left thereafter, which the Firm will inform the Client about if asked. The Client is welcome to seek advice from another law firm about this but would be required to pay the costs associated with doing so.

8. Lien

8.1. The Firm is entitled to keep any money, papers, documents, or other property held on behalf of the Client until all money due to the Firm is paid in full. A lien may be applied after this CFA ends.

9. ATE Insurance

9.1. The Client hereby grants authority to the Firm to enter into an ATE Insurance policy with the ATE Insurer on the Client's behalf for the purposes of meeting the Client's liability for certain amounts the Client may be liable to pay in connection with the Claim, including any Adverse Costs where the Client Loses the Claim. The Firm shall have no interest in the ATE Insurance policy.

9.2. The Firm will pay for any insurance premium for which the Client is immediately liable. If the Client wins the Claim, except in respect of some limited categories of claim, the Client is not entitled to seek recovery of the insurance premium from the Opponent and will be liable for any deferred insurance premium which shall be paid by way of a deduction from any Damages.

10. Responsibilities

10.1. To enable the Firm to properly advise and represent the Client, the Client's responsibilities include:

10.1.1. Giving the Firm full, honest, clear and timely instructions and instructing the Firm so as to allow it to comply with all rules of the court or obligations imposed by its regulators;

10.1.2. Cooperating fully with the Firm in the preparation and conduct of the Claim, including informing the Firm of all material facts of which the Client is aware, promptly keeping the Firm informed of any developments which are relevant to the Firm's representation of the Client in relation to the Claim and its assessment of the likelihood

that the Client will Win the Claim, and not causing any significant delay or otherwise acting in a manner that might materially prejudice the likelihood that the Client will Win the Claim;

10.1.3. Telling the Firm promptly if any information previously provided to the Firm is no longer true or accurate;

10.1.4. Acting throughout the duration of the Claim in accordance with the reasonable advice and direction of the Firm, including the use and instruction of barristers, experts or witnesses, the issues arising in the Claim and any compromise of the Claim;

10.1.5. Providing the Firm with all information and documents which are relevant to the Claim, including but not limited to letters, documents and emails, third party reports and records, and statutory filings;

10.1.6. Safeguarding and preserving any relevant documents (in both electronic and hard-copy form) that may be relevant to the Claim. Further details in relation to the Client's disclosure requirements are set out in the Standard Terms and Conditions of Business;

10.1.7. Not asking the Firm to work in an improper or unreasonable way;

10.1.8. Paying all amounts due to the Firm upon delivery of invoices;

10.1.9. Consulting with the Firm before making any contact with or having any discussion or correspondence with the Opponent or its lawyers concerning any aspect of the Claim;

10.1.10. Not abandoning or discontinuing the Proceedings or any part of the Proceedings against the Firm's advice;

10.1.11. With the Firm's guidance, taking all reasonable steps to engage constructively with the Opponent to resolve the Claim, including through alternative dispute resolution if appropriate and to notify the Firm immediately if the Client receives an offer of Settlement, whether orally or in writing, from or on behalf of the Opponent;

10.1.12. Not settling the Claim (or any part of it) without the Firm's consent, such consent not to be unreasonably withheld having regard to the Firm's duty to act in the Client's best interests, not entering into any Settlement which does not differentiate between the sum paid as Damages and the sum paid as Recovered Costs unless the Firm agrees, and not agreeing to any apportionment of a Settlement sum between Damages and Recovered Costs unless the Firm agrees;

10.1.13. Not entering into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of Damages) without the Firm's agreement;

10.1.14. Not entering into any new agreement concerning the Claim that does not acknowledge the enforceability of this CFA and the Firm's rights hereunder;

10.1.15. Not creating a charge over the Damages in favour of any other person;

10.1.16. Not creating any future interest in the Damages that would have priority over the Firm's interest;

10.1.17. Not receiving any payment directly from the Opponent or any other person in respect of Damages or Recovered Costs. All Damages and Recovered Costs must be paid directly into the Firm's client account;

10.1.18. Not causing or contributing to a conflict of interest that would prevent the Firm from continuing to act in relation to the Claim; and

10.1.19. Going to a court hearing if the Firm requests.

10.2. The Firm's responsibilities include:

10.2.1. Always acting in the Client's best interests, subject to the Firm's overriding duties to the court and/or its regulators and/or the Firm's other professional duties;

10.2.2. Explaining to the Client the risks and benefits of taking legal action, including advising the Client of any legal issues, circumstances and reasonably foreseeable risks relevant to the Claim;

10.2.3. Giving the Client the best information reasonably possible about the likely costs of the Claim and the different methods of funding those costs;

10.2.4. Keeping the Client appraised of progress; and

10.2.5. Seeking the Client's instructions as required.

11. Termination

11.1. By the Client

11.1.1. The Client is entitled to end this CFA in writing at any time. If the Client does so and the Client:

11.1.1.1. Does not continue with the Claim, the Client agrees immediately to pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date;

11.1.1.2. Continues with the Claim and wins the Claim, the Client will additionally have to pay the Firm the Success Fee.

11.1.2. If the Client terminates this CFA and continues with the Claim, the Client agrees to:

11.1.2.1. Where applicable, sign a court form which informs the court that the Firm no longer acts for the Client or to execute any other documents as may be necessary to give effect to removing the Firm from the court record;

11.1.2.2. Keep the Firm regularly informed of the progress of its Claim;

11.1.2.3. Procure that any new solicitors instructed on the Claim shall provide the Firm with regular information upon the Firm's reasonable request as to the progress of the claim and shall respond to any reasonable queries the Firm may raise on a timely basis;

11.1.2.4. Immediately notify the Firm in writing of any monies received in connection to the Claim and shall instruct its new solicitors to hold the Success Fee (where the Client wins the Claim and where such fee is due to the Firm in accordance with the terms of this CFA) on trust for the Firm in a designated client account and to provide confirmation of the same to the Firm;

11.1.2.5. Ensure that, if the Client wins the Claim, payment of the Success Fee to the Firm shall take priority over any other payment obligations the Client may have under any additional funding agreement or conditional fee agreement arising out of the same claim and that the required amount of Damages and Recovered Costs shall be paid in accordance with clause 5 (Application of Proceeds and Payment Priority).

11.2. By the Firm

11.2.1. The Firm is entitled to end this CFA on reasonable notice if:

11.2.1.1. The Client rejects the Firm's advice to accept a reasonable offer from the Opponent or to make a reasonable offer to the Opponent in Settlement of the Claim or to discontinue part of the Claim. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the Success Fee;

11.2.1.2. The Client elects to discontinue the Claim without the Firm's agreement. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. The Client may also be liable to pay the Firm damages for breach of contract;

11.2.1.3. The Client does not meet its responsibilities, breaches its duty of confidentiality as set out under this CFA, provides information that is false, inaccurate, misleading, fraudulent, or materially incomplete, materially breaches any of the representations and warranties set out at Schedule 1, or if the Client is otherwise in material breach of any of the terms of this CFA. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. The Client may also be liable to pay the Firm damages for breach of contract. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the Success Fee;

11.2.1.4. The Client becomes bankrupt, insolvent, or subject to winding-up proceedings or liquidation/receivership. In such circumstances, the Firm may elect whether: (i) the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Expenses incurred to the termination date; or (ii) the Client must pay the Firm the Firm's Success Fee if the Client's trustee(s) in bankruptcy or liquidator/receiver proceeds with the Claim and the Client wins the Claim, together with any Expenses that are recovered from the Opponent.

11.2.1.5. The Firm believes that there is no longer a reasonable prospect that the Client will win the Claim or that the likely recovery the Client would achieve is insufficient to justify expenditure of further Firm Fees or

Disbursements. In such circumstances, provided the Client has not provided information that is false, inaccurate, misleading, fraudulent, or materially incomplete, the Client will not be required to pay any Firm Fees, the Success Fee or Disbursements. If the Firm terminates this CFA in accordance with this clause 11.2.1.5 whilst on the court record as the Client's solicitors in any Proceedings, the Client agrees to sign a court form which informs the court that the Firm no longer acts for the Client or to execute any other documents as may be necessary to give effect to removing the Firm from the court record.

11.2.1.6. Any relevant ATE Insurance policy is terminated by the ATE Insurer on grounds of breach or misconduct by the Client. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the Success Fee.

11.2.2. The Client's death before the Claim is resolved will bring this CFA to an end. In such circumstances, the Firm will be entitled to recover the Disbursements up to the date of the Client's death from the Client's estate.

11.2.3. If the Firm terminates this CFA in accordance with its terms and withdraws its services, it shall have no duty to find the Client alternative lawyers.

11.2.4. After the CFA ends (for whatever reason) the Firm shall, if applicable, apply to have its name removed from any Proceedings relating to the Claim, unless the Client obtains another form of funding satisfactory to the Firm and instructs the Firm accordingly.

11.3. Cooling-off period

Subject to clause 2.3, if the Client has a right to cancel this CFA under Schedule 2 and does so within the 14-day time limit, the Client will pay nothing.

12. Delegated Authority

12.1. By agreeing to these terms of business, you agree to delegate the authority herein described to us on the following terms:
(i) Issuing of court proceedings;
(ii) Making and accepting offers of settlement provided, in our opinion, it is in your best interest to do so;
(iii) Entering into settlement contracts provided, in our opinion, it is in your best interest to do so.

The effective date of this delegation is from the date of this letter and shall run until revoked in writing, or until the end of the case, whichever comes first.
12.2. In group litigation, it is not usually possible for solicitors to take instructions from each individual client about how best to conduct their claims. In such a case, you therefore authorise us to take all the steps we consider appropriate to best conduct your Claim, including (but not limited to):
a) deciding what types of legal claims to pursue on your behalf and how best to put these forward;
b) making strategic decisions on how best to progress the Claim, including decisions regarding preliminary legal issues, lead claims and appeals;
c) issuing legal proceedings where appropriate;
d) deciding what type of generic evidence is needed and obtaining such evidence;
e) selecting and instructing appropriate barristers in your claim;
f) selecting and instructing appropriate experts and filing and serving expert evidence;
g) agreeing case management directions and extensions of time with your opponent and seeking the court's resolution where appropriate;
h) making and defending interim applications where agreement with your opponent cannot be reached or where the court's permission or approval is required;
i) entering into settlement negotiations or alternative dispute resolution with your opponent, and where appropriate, settling the claims;
j) taking all steps to recover our costs from your opponent, including commencing detailed assessment proceedings and entering settlement negotiations or alternative dispute resolution;
k) giving consent on your behalf in the event that any member of the group is required to discontinue their claim; and
l) instructing other solicitor's firms or groups of firms to carry out work on your behalf, if we consider appropriate.

13. Confidentiality

13.1. It may be necessary for the Firm or the Client to share information about the Claim with the ATE Insurer. Common interest privilege and/or litigation privilege will attach to information shared with the ATE Insurer in relation to the Claim.

13.2. The Client agrees not to disclose any information about the Claim to a third party before first discussing it with the Firm.

13.3. The existence and terms of this CFA shall be treated by the Client as confidential.

14. Severability

14.1. If, for any reason, one or more of the provisions or undertakings of this CFA shall be held to be invalid but would have been held to be valid if part of the wording of the same was deleted or the period or scope of the same reduced then the said provisions or undertakings of this CFA shall apply with such deletion or modification as may be necessary to make them valid and effective.

14.2. Without prejudice to the above, the illegality, invalidity, or unenforceability of any provision of this CFA under the laws of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction, nor the legality, validity, or enforceability of any other provisions of this CFA. Each party shall use all reasonable endeavours to replace any illegal, invalid, or unenforceable provisions by a legal, valid, and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the illegal, invalid, or unenforceable provision.

15. Conflict

15.1. If there is any inconsistency between any of the provisions of this CFA and the provisions of the Standard Terms and Conditions of Business, the provisions of this CFA shall prevail

16. Governing law and jurisdiction

16.1. This CFA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, existence, formation, validity, termination, or enforceability shall be governed by and construed in accordance with the law of England and Wales.

16.2. Subject to clause 16.3, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this CFA or its subject matter or formation.

16.3. Where there is a dispute between the Firm and the Client as to the apportionment of any amount paid to the Client by way of Settlement between Damages and Recovered Costs, the disputes shall be referred for determination by an independent barrister or experienced costs lawyer to be agreed between the Parties, such barrister or lawyer to be of appropriate seniority and experience having regard to the subject matter, value and complexity of the dispute. The barrister or lawyer shall act as an expert not an arbitrator, and his or her decision shall be binding. The barrister or lawyer shall decide the procedure for resolving the dispute, and who is to be responsible for the costs of the dispute, including his or her own fees. The barrister or lawyer will be appointed by agreement between the parties or, in the absence of any agreement, by the President of the Law Society.

16.4. Nothing in this clause 16 is intended to or shall prejudice any rights of the Client under the Solicitors Act 1974 or any right of recourse to the Legal Ombudsman, the Solicitors Regulation Authority or other regulator.

17. Assignment

17.1. The Client shall not assign or transfer any of its rights and/or obligations under this CFA without the prior written consent of the Firm.

17.2. The Firm shall be entitled (subject to any applicable laws) to assign, transfer, charge or securitise its rights to any Firm Fees or Success Fee under this CFA to a third party or parties upon written notice to the Client, but not so as to affect any of the Client's rights to its detriment. The Client agrees to execute any further documents the Firm requires to make such assignment effective.

17.3. The Firm will notify the Client as soon as reasonably possible where any assignment, transfer, charge or securitisation referred to in clause 16.2 above affects any provision of this CFA or if, as a result of such assignment, transfer, charge or securitisation, the Client should consider all references to the Firm in this CFA as references to the relevant assignee.

17.4. This CFA shall be binding upon and enure to the benefit of the successors in title and assigns of the Firm.

17.5. Notice given to the Client pursuant to this clause 16 shall be sent by email to the following address: .

18. Warranty of authority

18.1. Any person who signs the Client Care Letter enclosing this CFA on behalf of the Client hereby warrants that they are duly authorised to do so and that their signature legally binds the Client.

18.2. Each party warrants and represents to each other party that the signatories to the Client Care Letter enclosing this CFA are duly authorised by the respective party on whose behalf they sign to sign the Client Care Letter and bind the respective party to the terms of this CFA.

19. Third-party rights

19.1. No person who is not a party to this CFA has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CFA but this does not affect any rights or remedy of a third party which exists or is available other than under the Act, nor does it affect the rights of any successors or assigns of the Firm.

Schedule 1 (Representations and Warranties)

The Firm's decision to enter into the terms of this CFA is based in part on the representations and warranties the Client has made in this Schedule 1. The Client agrees to inform the Firm promptly if any of these statements is no longer true and accurate.

In addition to the representations and warranties set out at clause 18, the Client hereby warrants and represents that:

1. All factual information howsoever delivered by the Client to the Firm prior to the date of the Client signing the Client Care Letter was true and accurate in all material respects as at the date of the relevant report or document containing the information and remains true and accurate at the date of the Client signing the Client Care Letter.

2. No legal proceeding or other procedure or step in relation to the subject matter of the Claim has previously been advanced by or on behalf of the Client.

3. No information has been withheld or concealed by the Client or, to the best of the Client's knowledge, by its affiliates or any advisors that, if disclosed, would have the effect of causing the information, opinions, intentions, forecasts or projections previously provided by the Firm being untrue or misleading in any material respect or which, if disclosed, might reasonably have been expected to affect the Firm's decision to enter into the terms of this CFA.

4. All documents in the Client's possession or control relevant to the Claim have been and will be safeguarded and preserved by the Client (in both electronic and hard-copy form) and will be supplied to the Firm (including but not limited to letters, documents and emails, third-party reports and records, and statutory filings).

5. There are no facts or situations that have not been disclosed to the Firm which might reasonably be expected in any material respect to adversely affect the conduct, progress or continuation of the Proceedings, the Client's prospects of successfully enforcing any judgment in the Proceedings, or the prospects that the Client wins the Claim.

6. Other than this CFA and the DBA, there are no other agreements or understandings, whether in oral or written form, between the Client and any other person in respect of the Claim, Proceedings or Damages (including any agreement or understanding relating to the sharing of any Damages or any charge over any Damages).

7. The obligations assumed by the Client under this CFA are legal, valid, binding and enforceable obligations, subject only to applicable bankruptcy or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity.

8. The entry into and performance by the Client of this CFA does not and will not conflict in any respect with, or result in a breach or violation of:

    8.1. any law or regulation applicable to the Client; and

    8.2. any agreement or instrument binding upon the Client or any of its assets;

9. No consent, approval, authorisation, filing with or order of any court or governmental agency or body is required to enable the Client lawfully to enter into, exercise its rights and comply with its obligations in this CFA.

10. No legal proceeding or other procedure or step has been taken or, to the Client's knowledge (having made all reasonable enquiries), threatened, by or in relation to the Client on the basis that the Client is unable to pay its debts.

11. No legal proceeding or other procedure or step has been taken leading to a conviction against the Client in relation to the Client having committed fraud.

Schedule 2 (Notice of the Right to Cancel)

Subject to clause 2.3 of the CFA, the Client has the right to cancel this CFA without giving any reason within a period of 14 days from the date of signing the Client Care Letter.

To exercise the right to cancel, the Client must inform the Firm of its decision to cancel by a clear statement (e.g. a letter sent by post or e-mail). The Client may use the template cancellation form below if so desired but does not have to.

To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning its exercise of the right to cancel before the cancellation period has expired.

The Client can cancel by:

Post to: Abbleys Solicitors,
82 King Street, Manchester, Lancashire M2 4WQ

Email to: consumer@abbleys.co.uk

If the Client cancels this CFA, the Firm will reimburse to the Client any payments received from the Client within 14 days, using the same means of payment as the Client used, and without charging any fee (although it is extremely unlikely that the Client will have made any such payments).

Where the Client requested the Firm to begin the performance of services during the cancellation period, the Client shall pay the Firm an amount which is in proportion to what has been performed until the Client has communicated its cancellation to the Firm.

Cancellation Notice

If the Client wishes to cancel the DBA it may use this form, but it does not have to.

To: Abbleys Solicitors,
82 King Street, Manchester, Lancashire M2 4WQ
or Email to: consumer@abbleys.co.uk

I hereby give notice that I wish to cancel my damages-based agreement with Abbleys enclosed with Abbleys' letter dated , your reference: [ ]

Signed: _____

Name: _____

Address: _____

_____

_____

Date: _____

Abbleys Solicitors

Form of Authority

I authorise Abbleys Solicitors of
82 King Street, Manchester, Lancashire M2 4WQ
to act on my behalf. I give Abbleys Solicitors full authority to refer my claim to my opponent and any such other person or organisation as may be relevant to the resolution or have any relevance or connection to my claim or intended claim.

I agree and accept that upon signing this Form of Authority, Abbleys Solicitors may submit a Data Subject Access Request (under s.45 of The Data Protection Act 2018 and under Article 15 of the General Data Protection Regulation) to my opponents, or related parties, to provide a copy of all personal data relating to me.

The authority also gives my opponents and or any relevant party to communicate with Abbleys Solicitors and to share information with Abbleys Solicitors about my case. **I further authorise and require that any payment due to me shall be made directly to Abbleys Solicitors, on the basis that Abbleys Solicitors has an equitable lien over any sums payable to me, in order to secure payment of its costs.**

This authority started from the date I signed it and does not end until I withdraw my instructions from Abbleys Solicitors. This authority overrides any earlier authority I may have provided.

I have signed this electronically and understand I am bound as if I had signed it by hand.

Claimant's Personal Details

Our Reference Number:

Claim Type:
Irresponsible Lending

First Name:

Current Address:

Surname:

Date of Birth:

Maiden name or any other previous name:

Date:

Claimant's Signature:

IP Address:

Abbleys Solicitors

Claimant Assignment

This Assignment is made on:

If you sign this document, you are transferring rights in your Claim to Abbleys Solicitors. This transfer will allow your solicitor to borrow monies which can be used to fund your Claim, repay costs or disbursements (own account or third party) incurred in connection with your Claim, or to obtain funding against costs. It is important that you understand that any sums borrowed for your Claim could be deducted from any damages you receive. If you are not clear about this or do not wish to allow this, you must seek independent legal advice.

Between:

(1) of , , , ("Assignor"); and

(2) **Abbleys Solicitors** incorporated and registered in England and Wales with company number 14090580 whose registered office is at 82 King Street, Manchester, Lancashire M2 4WQ ("**Assignee**" which definition shall include its assignees and successors).

Whereas:

(A) The Assignor is the claimant(s), or intended claimant(s), in relation to an irresponsible lending claim ("**the Claim**").

(B) The Assignor has agreed to provide assignments and consents to the Assignee in respect of the Claim.

(C) The Assignor has agreed to assign to the Assignee the right to the proceeds of the Claim that the Assignor is entitled to ("**the Claim Proceeds**"), the insurance policy ("**the Policy**") and the right to receive the costs under any bill of costs in respect of the Claim (the "**Bill of Costs**").

1. Assignment

1.1 In consideration of the payment of £1 (receipt of which is hereby acknowledged), the Assignor with full title guarantee hereby assigns absolutely to the Assignee the Policy and all of its past, present and future rights, title, benefits and interests in the Claim Proceeds and any Bill of Costs.

1.2 The Assignee undertakes to hold the Claim Proceeds and any Bill of Costs on the following basis:

a. As security for the repayment of the funding provided to the Assignee in relation to the Claim ("the Costs") (such funds may be deductible from the Claim Proceeds and/or Bill of Costs without reference to the Assignor); and

b. For any balance on trust on behalf of the Assignor until such time as the Costs have been paid by the Assignee to its lender at which time the balance of the Claim Proceeds and/or Bill of Costs shall be released from the terms of this Assignment and shall be assigned back to the Assignor for £1, subject to the terms of the retainer in place between the Assignor and the Assignee.

1.3 The Assignee shall reassign the Policy and any rights, title, benefits and interest in the Claim Proceeds and/or Bill of Costs on the repayment of all the Costs at such time that no further Costs may arise and for the payment of £1.

2. Consent to Transfer

1.1 The Assignor hereby consents to the transfer of the Claim File to SNK Solicitors Limited (SRA number: 632976) in the event that the Assignee is no longer able to handle the Claim at any time.

2.2 Should the Assignee consider it appropriate or necessary to propose the transfer of the Claim File to a firm of solicitors other than a firm named in clause 2.1, the Assignee will provide details of the nominated firm(s) to the Assignor and the file will only be so transferred if the Assignor gives consent in writing.

3. Counterparts

This consent may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

4. Governing Law

This Assignment and Consent shall be governed by, and construed in accordance with, the laws of England and Wales.

5. Third-Party Rights

Subject to first giving to the Assignor notice of such assignment, I Quote Limited (Registered at Companies House in England and Wales with number 09951899) and its subsidiaries shall be entitled to enforce any rights assigned respectively to them by the Assignee and to arrange the transfer of the Claim File to another firm of solicitors pursuant to the Consent to Transfer set out above at clause 2. Save for the above rights of the Third Party, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Assignment.

Signatures



Signed by the Solicitor:
Duly authorised for and on behalf of Abbleys Solicitors

Date:	
Signed by the Client:	
IP Address:	
Print Name:	
Date:	

Abbleys Solicitors

Client Information

Our priority at all times is to protect our clients' interests and to act transparently, ensuring that your claim is protected and continues to be progressed in a timely manner, without undue delay.

With that in mind, we have put in place alternative arrangements, whereby, subject to your consent, SNK Solicitors Limited , or a Nominated Firm of solicitors of your choosing will take over the conduct of your claim, without delay. To enable us to take such steps on your behalf, we must obtain your consent for the transfer of your claim, and we would therefore ask you to complete, sign and return to us as soon as possible the following consent form.

Client Consent to Transfer

I hereby consent to the transfer of my case file(s) to:

☒

SNK Solicitors Limited (SRA Number: 632976)

☐ Nominated firm of my choosing

Law Firm Name ("Nominated Firm"):

Law Firm Address:

Law Firm Contact Information:

in the event that Abbleys is no longer able to handle my claim(s) ("Claim") efficiently and effectively, for any reason whatsoever. If my Claim is transferred to SNK Solicitors Limited, I understand that my Claim will otherwise be conducted on the same terms and conditions as set out herein. However, if my Claim is transferred to my Nominated Firm, I understand and acknowledge that it might not operate under the same terms and fees.

I understand and acknowledge the following:

1. I authorise Abbleys to release to SNK Solicitors or to my Nominated Firm (according to my direction, as above) all data, documents, correspondence and records related to my transferred Claim.
2. Abbleys will no longer handle my Claim once the transfer is complete.
3. Abbleys will inform me of any such transfer, once it has taken place.
4. Either SNK Solicitors Limited or the Nominated Firm will confirm to me that it has agreed to take over conduct of my Claim.

This consent to transfer shall remain in effect until the settlement, closure or transfer of the case file(s) and it shall apply to all data, documents, correspondence, and records relating to my Claim.

Claimant's Personal Details

First Name:

Surname:

Address:

Client Declaration

I confirm that I have read and understood the contents of this consent to transfer and confirm I have signed this electronically. I understand that I am bound by this consent form as if I had signed it by hand.

Signature:

Print Name:

Date:

IP Address:

Abbleys Solicitors

Abbleys Solicitors Standard Terms and Conditions of Business

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 £3 million. We refer You to the limitation of liability set out below.

1. 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 Abbleys 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 Abbleys' 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.

2. Liability to persons who are not the client of Abbleys

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.

3. Limit of Liability

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 £3 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, and all claims against Us arising from one matter or transaction, shall be regarded as one claim.

4. 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.

5. Effect of limitation or exclusion of liability you agree with another person

5.1. 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.

5.2. 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.

5.3. 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.

6. 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.

7. Who regulates us?

7.1. We are regulated by the Solicitors Regulation Authority (SRA). The professional rules relating to solicitors' firms, including the Code of Conduct can be accessed on the website of the SRA at sra.org.uk/solicitors/standards-regulations/code-conduct-firms/.

7.2. Under an exemption from direct authorisation from the Financial Conduct Authority (FCA), whilst we are permitted to advise on and arrange non-investment insurance policies, specifically After The Event (ATE) Insurance, it is your responsibility to make your own insurance and funding arrangements.

7.3. 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.

8. What does our service cost?

Our service cost and terms and conditions are outlined in the terms of engagement. For a more detailed cost of each agreement, please refer to the individual terms and conditions of the DBA and CFA.

9. Challenging our charges

In any circumstances 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 to 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.

10. Time limits

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

11. Documents and other property

It is important that you keep all documents, which relate in any way to your case. For the present purposes, 'documents' includes anything recorded, whether in permanent or semi-permanent form, such as letters, contracts, receipts, diaries, computer records, photographs, videos, and anything else of that kind. Whilst we do not need to see all of those documents at this stage, they may have to be produced in support of your case or in court proceedings, and a duty is owed to the court to ensure that all documents related to the case are retained in case they should be required. Also, if You have any other property which may be required to prove Your case, you should retain that property until the case is concluded, or We have advised that you can dispose of it.

12. 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.

13. Client satisfaction and complaints

13.1 At Abbleys, 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: 0161 200 9964
Email: Admin@abbleys.co.uk
By Post: Abbleys Solicitors,
82 King Street, Manchester, Lancashire M2 4WQ

13.1 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 one year from the date of the

problem you are complaining about occurring, or one year from the date when you first realised that there was a problem.

13.2 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 us, or from the last day of the eight-week period, whichever is the earlier.

13.3 There are exceptions to the eight-week and six-month rules. For information relating to those exceptions, please refer to the scheme rules on the Legal Ombudsman website. The Legal Ombudsman's contact details are:

Post:	The Legal Ombudsman P.O. Box 6167 Slough SL1 0EH
Telephone:	0300 555 0333
Website:	www.legalombudsman.org.uk

14 Fraud

Although the great majority of claims are entirely genuine, it must be acknowledged that dishonest claims do exist. Any claimant who is found to have brought a fraudulent claim risk having this reported to the police and being subject to criminal prosecution. In the event that the evidence establishes that a claim is being brought dishonestly, we will be entitled both to terminate our retainer and to seek recovery of any Costs and Legal Expenses which we have incurred.

15 Money Laundering Regulations 2017 and Proceeds of Crime Act 2002

15.1 As a law firm, we are subject to the Money Laundering Regulations, The Proceeds of Crime Act and the Terrorism Act and as such we are under certain obligations 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. We may validate name, address and other personal information supplied by you against appropriate third-party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This may affect your credit rating. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 2018.

15.2 The provision of a Funding Agreement requires Us to extend the search of the registered Credit Reference Agency to meet our responsibilities under the FCA Consumer Credit Sourcebook, which governs consumer lending and implements the Consumer Credit Act 1974. This enables Us to fulfil our obligations to the funders of the Funding Agreement.

15.3 Please note that it is not our policy to make any compensation payments to anyone other than yourself as our client, regardless of whether you provide written authority.

16 Data Protection / Privacy notice

16.1 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.

16.2 Our use of that information is subject to your instructions and consent, the Data Protection Act 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 Policy.

17 Using your personal information for legal services

17.1 Personal information which you supply to us will be used to fulfil our contractual obligation to you in providing you with legal services.

17.2 It is necessary for us to pass your personal data to other organisations to provide you with legal services. Examples of such organisations are for document signing, barristers, experts and witnesses, outsourcing providers, courts, government agencies and defendants such as insurance companies, local authorities, financial institutions, or solicitors. We must do so to comply with statutory legislation and court procedures. You agree to sharing Your personal data with such third parties and their processing Your personal data for such purposes, whether based in the UK or elsewhere.

17.3 Our legal basis for processing your personal data to provide you with legal services is Contract, Legal Obligation and Legitimate Interest.

17.4 We retain personal data for 6 years from the date we close your claim, except where it has been lodged with us for safekeeping.

17.5 We do not provide your personal information to any other person, organisation, or agency for any other purpose, other than as described above. We do not use personal data to automate individual decision-making or profiling.

18 Using your personal information for marketing

Personal information which you supply to us may be used to provide you with information on legal services which we offer. Our legal basis for processing your personal data is Legitimate Interest. Where you separately opt in to receiving information about our services, our legal basis for processing your personal data is Consent. You may withdraw your consent at any time and without any detriment to us providing you with legal services. We do not provide your personal information to any other person, organisation, or agency for any other purpose.

19 Individual Rights

19.1 You may request a copy of the personal data we hold on you. We would normally provide this information to you, usually at no charge and within 30 days, or refuse and explain why.

19.2 You may request that personal data is rectified where it is inaccurate or incomplete. You may also request that personal data processing is restricted. We would normally rectify this information, usually at no charge and within 30 days, or refuse and explain why.

19.3 You may request that personal data is erased, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why. We may also extend the period to respond by a further two months if the request is complex.

19.4 You may object to the use of personal data, although this right is not absolute and applies in certain circumstances.

19.5 You may request that personal data is provided electronically or transferred, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why.

19.6 Where a request is made, we would normally deal with it at no charge, except where a request was unfounded or excessive, where we would request a reasonable fee.

20 Complaining about data processing

20.1 If you have concerns about how we have processed your personal data, you should initially contact our complaints department by email address at admin@abbleys.co.uk at our registered address.

20.2 If You remain unsatisfied, you have a right to complain to the Information Commissioner's Office – concerns can be reported online at https://ico.org.uk, by telephone on 0303 123 1113 or 01625 545 745, or in writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

21 Confidentiality

21.1 If Your case requires litigation or disbursement funding and/or is indemnified by a legal expenses insurance policy or requires support from outsourcing providers expert witnesses, the funder, insurer, outsourcing providers, and expert witnesses involved in your case may seek access to your data for the delivery of their services or audit and monitoring purposes. We may be required to provide information and allow audit in accordance with the terms of agreements with these providers. If you refuse consent the providers may be unwilling to provide assistance for your case. You agree to sharing your data with such third parties for such purposes, whether based in the UK or elsewhere.

21.2 All reviews are conducted in the strictest of confidence but please do advise us if you would prefer your file not to be audited.

22 Equality and Diversity

22.1 Abbleys is committed to promoting equality and diversity in all of its dealings with Clients, third parties and employees.

22.2 Please contact us if You would like a copy of Our Equality and Diversity policy.

23 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.

24 Interest

If interest can be claimed on any amounts your opponent is required to pay, you will be entitled to any interest relating to any loss you have incurred, subject to our policy regarding interest. We are entitled to keep any interest your opponent pays on Costs.

25 Outsourcing and Instructing Experts

25.1 During the course of acting for you in connection with your case we may outsource aspects of the investigation process or need to obtain expert evidence to support your case such as from an Accountant, Financial Advisor or other expert. In some cases, Abbleys may instruct a third party to carry out an expert assessment. Abbleys does not receive any commission or fee in respect of referrals to a third party. You are free to refuse to use our third-party services, but this may result in a delay in obtaining evidence required to progress your case.

25.2 As you do not pay Legal Expenses in addition to Our fee stipulated in the DBA and CFA if the success criteria are met, then this outsourcing does not lead to any additional cost to you in any event.

25.3 Unless we hear from you to the contrary, we will assume that you are happy for us to use the services of a third party and will outsource work and/or issue instructions accordingly.

26 Fees and Commissions

Under Solicitors Regulation Authority Rules, before we can begin to act for you, we must give you information about any financial arrangement we have with the business partners. We do not 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 business partner that would compromise or impair this duty or Our independence.

27 Your Papers

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.

Data Protection / Privacy Notice

We are a data controller bound by the requirements of the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018. Our office address is Abbleys Solicitors, 82 King Street, Manchester, Lancashire M2 4WQ
and we can be contacted by telephone on 0161 200 9964, by post at Abbleys Solicitors, 82 King Street, Manchester, Lancashire M2 4WQ.

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 and consent, the Data Protection Act 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 Policy. This details how we will control, handle, and process your personal data in connection with this Agreement. This also gives you full information as to your data protection rights. A copy is also available online at www.abbleys.co.uk.

Using your personal information for legal services

Personal information which you supply to us will be used to fulfil our contractual obligation to you in providing you with legal services.

It is necessary for us to pass your personal data to other organisations to provide you with legal services. Examples of such organisations are for document signing, barristers, expert witnesses, outsourcing providers, courts, government agencies and defendants such as insurance companies, local authorities, financial institutions, or solicitors. We must do so to comply with statutory legislation and court procedures. You agree to sharing Your personal data with such third parties and their processing your personal data for such purposes, whether based in the UK or elsewhere. Our legal basis for processing your personal data to provide you with legal services is Contract, Legal Obligation and Legitimate Interest.

We retain personal data for 6 years from the date we close your claim, except where it has been lodged with us for safekeeping. We do not provide your personal information to any other person, organisation or agency for any other purpose, other than as described above. We do not use personal data to automate individual decision-making or profiling.

Using your personal information for marketing

Personal information which you supply to us may be used to provide you with information on legal services which we offer. Our legal basis for processing your personal data is Legitimate Interest. Where you separately opt in to receiving information about our services, our legal basis for processing your personal data is Consent. You may withdraw your consent at any time and without any detriment to us providing you with legal services. We do not provide your personal information to any other person, organisation or agency for any other purpose.

Individual Rights

You may request a copy of the personal data we hold on you. We would normally provide this information to you, usually at no charge and within 30 days, or refuse and explain why.

You may request that personal data is rectified where it is inaccurate or incomplete. You may also request that personal data processing is restricted. We would normally rectify this information, usually at no charge and within 30 days, or refuse and explain why.

You may request that personal data is erased, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why. We may also extend the period to respond by a further two months if the request is complex.

You may object to the use of personal data, although this right is not absolute and applies in certain circumstances.
You may request that personal data is provided electronically or transferred, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why.

Where a request is made, we would normally deal with it at no charge, except where a request was unfounded or excessive, where we would request a reasonable fee.

Complaining about data processing

If you have concerns about how we have processed your personal data, you should initially contact our complaints department by email at admin@abbleys.co.uk or at our registered address. If you remain unsatisfied, you have a right to complain to the Information Commissioner's Office – concerns can be reported online at https://ico.org.uk, by telephone to 0303 123 1113 or 01625 545 745, or in writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Their website address is https://ico.org.uk

Confidentiality

If your case requires litigation or disbursement funding and/or is indemnified by a legal expenses insurance policy or requires support from outsourcing providers and expert witnesses, the funder, insurer, outsourcing providers and expert witnesses involved in your case may seek access to Your data for the delivery of their services or audit and monitoring purposes. We may be required to provide information and allow audit in accordance with the terms of agreements with these providers. If you refuse consent the providers may be unwilling to provide assistance for your Case. You agree to sharing your data with such third parties for such purposes, whether based in the UK or elsewhere.

All reviews are conducted in the strictest of confidence but please do advise us if you would prefer your file not to be audited.