

**Private and Confidential**

By Email Only

{**agreement.dateAgreed**}

# Contract/Agreement Pack:

## Part 1 (of 2)

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**Your Claim reference Number : {{claimId}}**

Dear {{title}} {{firstName}} {{lastName}},

Thank you for choosing Slater and Gordon to help you with your car finance claim. This Agreement explains clearly what we will do, how much it will cost, what rights you have, how you or we can end our Agreement and other important information you should know.

Please read this carefully. If anything is not clear, ask us to explain.

### **Your Slater and Gordon Legal Team**

We have a dedicated team of specialist Lawyers and Paralegals who will be responsible for managing your matter on a day-to-day basis. Our hourly rates are set out within the Funding Agreement Terms. Anyone who works on your case will be supervised by a team leader, and each team will have a department manager. The manager of the department which will deal with your case is Elizabeth Comley.

Other members of the group may also work on your claim if appropriate and if it is efficient or necessary to do so. Work may be undertaken by a Costs specialist in respect of preparation of documents in relation to your costs. If the work requires us to involve other specialists within the firm, we will introduce you to them.

### **1) What your Slater and Gordon Legal team will do**

#### **Services we will provide**

We will act for you in connection with your car finance claim against your lender or financer.

We will act honestly, fairly, and in your best interests, and comply with our professional and regulatory obligations (SRA and FCA).

Please see the Initial advice document (in Part 2 of this pack) for additional key information about Car finance claims such as yours.

Acting for you will involve steps such as:

- Reviewing your claim: this will include evidence of your finance agreement obtained via a credit bureau, correspondence, and where necessary (and we can obtain it), your finance agreement.
- Investigating your claim: assessing whether the finance deal or conduct by the lender was unfair, mis-sold, non-compliant with relevant laws/regulations, or in breach of consumer protections.
- Submitting a complaint and / or demand and corresponding with the finance company, negotiating resolution (refunds, compensation, settlement) – a “**Complaint Claim**”. This will normally involve providing the Lender with a Letter of Authority to the Lender to confirm that we are authorised to act for you (please see the Letter of Authority in Part 2 of this Agreement pack for further details).
- If necessary, issuing legal documents/litigation work (issuing court claim, managing case, instructing counsel) in a court (a “**Civil Claim**”).
- Keeping you updated regularly on progress, options, risks, and decisions you must make.

- Advising on alternatives: including complaining directly to the Financial Ombudsman Service (FOS) or making a claim yourself at no cost.

#### We will not:

- Guarantee success or that the lender will pay or settle.
- Cover unrelated legal matters not connected to the car finance claim (unless we agree separately).
- Automatically act in jurisdictions outside England & Wales (unless we explicitly agree).
- Provide you with financial advice unrelated to the claim (e.g. investments) unless separately engaged.

## 2) Your rights and options

In line with our regulatory obligations, we will treat you fairly, be transparent, and not overcharge. The **SRA** and **FCA** have both warned law firms and claims-management firms that any termination terms or exit fees must be **fair and proportionate**. Accordingly we must advise you that:

- You may complain directly to your lender or to the Financial Ombudsman Service (FOS) (if your finance agreement qualifies) or you may make a claim yourself, without using a lawyer, at no cost.
- Our aim is to add value by using our legal expertise and knowledge of the regulations in this area.

## 3) Costs and Charges under this Agreement (including Cancellation Charges)

### Our Fees

The Client Agreement document, taken together with the Funding Agreement Terms and Terms of Business, sets out the basis on which we propose to work with you and together form the legal basis of our agreement with you (**The Agreement**). It is important that you read all these documents carefully and ask us if you are unsure about anything or have any questions.

You will be charged differently depending on whether :

- A) You are making a Complaint (to the Broker/Ombudsman etc) (Your Complaint Claim) and no court proceedings are required; or
- B) It becomes necessary to issue court proceedings (Your Civil Claim)

The way these two methods of funding operate is set out below

#### A) Funding the Complaint Claim - (the NCBA)

In respect of your Complaint Claim you agree to enter into a Non Contentious Business Agreement (NCBA), sometimes referred to as a 'Contingency Fee Agreement'.

The Client Agreement and the NCBA Funding Agreement Terms set out the specific funding that applies to your Complaint Claim. This will include confirmation of any limits on deductions from your compensation in respect of legal costs.

The NCBA means that we will make no charge to you if your Complaint Claim is refused. However, if your Complaint Claim is successful a percentage of your compensation will be used to pay our charges.

#### Expenses/Disbursement in respect of your Complaint Claim

"Disbursements" is the legal term for costs such as travel expenses or fees charged to us by other people or organisations for their services. For example we might recommend obtaining a specialist report to clarify an important aspect of your case. It might be necessary to instruct a barrister to advise on a complex issue or to represent you at a hearing/tribunal.

Any percentage payment in respect of legal fees under a NCBA DOES NOT include payment for any expenses/disbursements that are incurred on your case.

We will of course consult you before incurring any substantial disbursement, and in particular before instructing any barrister on your behalf.

In many cases, no disbursements are incurred at all or any that are incurred are paid by the compensating person/body on your behalf. However in the event that any expenses/disbursements are incurred making a Compliant Claim we will not ask you to pay them unless court proceedings are issued (i.e. you make Civil Claim and the terms of the CFA apply).

#### B) Funding any Civil Claim (the CFA)

You agree that in the event that we advise you to issue court proceedings, the NCBA will not apply and your claim will be funded by way of a Conditional Fee Agreement (CFA), sometimes referred to as a 'No Win, No Fee' agreement.

The Client Agreement together with the CFA Funding Agreement Terms set out the specific funding that would apply to your Civil Claim.

Like the NCBA, the CFA also means that provided you keep to your obligations, we will make no charge to you if your Civil Claim is unsuccessful. However, if your claim is successful, some of your compensation will be used to pay some of our Fees.

#### After the Event Insurance (ATE)

Conditional Fee Agreements are commonly supported by an After the Event (ATE) insurance policy.

We will advise you separately about ATE in the event that we advise you to issue court proceedings.

#### **Cancellation Charges - During the initial 14 day cooling off period**

Once you sign-up online (whether directly via Slater & Gordon or via one of our trusted introducer partners such as Reclaim 247), you will not be charged anything if you cancel within 14 days. You can cancel for free and for any reason within this 14-day period by emailing us at: [carfinanceclaims@slatergordon.co.uk](mailto:carfinanceclaims@slatergordon.co.uk)

Please see the "Standard Notice of the Right to Cancel your Contract/This Agreement" (contained within Part 2 of this Agreement Pack) for further details.

#### **Cancellation Charges - After the 14 Day Cooling off period.**

If you decide to cancel your agreement after the 14-day cooling off period then we will be entitled to charge you for the work that we have done on your behalf as per the sections in both your NCBA and CFA Funding Agreement terms titled "What happens when this agreement ends before your Claim ends?" in Part 3 of this Agreement.

We agree to limit Slater and Gordon's Basic Charges/standard Basic Charges for the work that we have done on your behalf as set out below:

- A) In respect of any and all complaints/claims where an offer has not yet been received from the other party we agree that we will not charge more than **£250 + VAT**
- B) In respect of any and all complaints/claims where an offer has been received (but not yet accepted by you) we will not charge more than **the amounts set out in the table below**

<b>Amount of current offer</b>	<b>Maximum charge (Ex VAT) for work done (for that claim/complaint)</b>
£1 - £1,499	The lower of £420 or 30% of the offer
£1,500 - £9,999	The lower of £2500 or 28% of the offer
£10,000 - £24,999	The lower of £5000 or 25% of the offer
£25,000 - £49,999	The lower of £7500 or 20% of the offer
£50,000 or above	The lower of £10,000 or 15% of the offer

#### **Cancellation Charges - Disbursements/Expenses**

If you have made a Civil Claim (i.e. court proceedings have been issued) any Disbursements and Expenses related to that Civil Claim will be payable by you in addition to Slater and Gordon's Charges.

#### **Cancellation Charges - "Multiple Claims"**

We confirm that in the event that we act for you in respect of multiple complaints/claims under this Agreement then the above limits will apply independently in respect of the work done for each separate complaint/claim, for example:

Claim 1 – Offer already accepted of £1500

Claim 2 – Offer of £750 received but not accepted

Claim 3 – No offer yet made

In this scenario, our costs in respect of Claim 1 will be the Basic Charges (and any applicable CFA Success fee if proceedings had been issued) as would apply to any successful claim under this Agreement. The costs in respect

of Claim 2 will be limited to £225 (30% of £750) plus VAT(as per the table above), and the costs in respect of Claim 3 will be limited to £250 plus VAT.

If any of Claims 1,2 or 3 had been issued, the disbursements/expenses relating to the relevant claim(s) would also be payable.

#### **4) Risks, no guarantees, & your responsibilities**

##### **Risks & disclaimers:**

- We cannot guarantee the lender will agree to your complaint/claim or that a court will rule in your favour.
- Even successful complaint/claims may take time, incur costs, and may not yield full value.
- Sometimes, in defending itself, the finance company may raise counterarguments which we must address, and we may need your co-operation to do so.

##### **Your responsibilities:**

- Provide complete and accurate information and documents.
- Respond promptly to our requests.
- Be honest and open with us.
- Pay invoices or disbursements\* on time.
- Disclose any relevant facts or prior dealings with the lender.

If you don't meet these, we may not be able to progress your case may or we may decline to continue.

#### **5) Confidentiality, data protection, and privacy**

Your information will be treated as strictly confidential. We will only disclose it:

- as needed to pursue your claim (e.g. Experts such as statisticians, PR advisors, Courts or Counsel);
- if required by law or regulation;
- with your express consent.

We comply with SRA confidentiality obligations. We also comply with data protection law (GDPR / UK GDPR) in how we hold, use, process, store and delete your personal data.

We will retain records for as long as required by regulation and our internal policies, then delete or anonymise them.

#### **6) Conflicts of interest & independence**

During the process of accepting you as a client, we will check whether we have any conflict of interest (i.e. whether we represent or have represented the lender or any connected entity). If a conflict arises later, we must either get your informed consent or decline to act.

We act only for you in this matter, not for any competitor or lender involved.

#### **7) Communication and updates**

We will keep you regularly informed (at agreed intervals or at key stages). We will present you with options when decisions arise (settlement, litigation etc.).

You may contact one of our Collective Actions team members at the following email address: [carfinanceclaims@slatergordon.co.uk](mailto:carfinanceclaims@slatergordon.co.uk) on the following number: 0330 107 6504 with questions or updates.

#### **8) Summary checklist (for you)**

- You will get our expert help in pursuing your car finance claim(s).
- You keep your right to go direct to your lender or FOS, or do it yourself.
- You have 14 days to cancel without charge (except for work you asked us to do).
- After 14 days, you pay for work done, disbursements, and possibly success fees (if agreed).
- You or we can terminate with appropriate notice and fair accounting of work done.
- You must provide full information and act honestly.

- We keep your information confidential; we handle personal data lawfully and in line with GDPR requirements.
- We will carry out conflict checks, ID3 checks and credit checks; we act only for you.
- We may provide a Letter of Authority document to the Lenders to confirm that you authorise us to act for you (see Part 2 of this Agreement Pack for further details).

## **NEXT STEPS - What do I need to do now to become a Slater and Gordon Client?**

This Slater and Gordon **Agreement** is in 2 parts (and these 2 parts make up the entirety of your Agreement) as follows:-

- **Part 1. The Engagement Letter (this letter) and Client Agreement document (for you to sign)**
- **Part 2. – Other Key Documents, which follow on from Part 1 and includes the Initial Advice document, the Letter of Authority, Funding Agreement Terms documents and the Slater and Gordon Terms and Conditions.**

**Step 1:** Please carefully read all of the **Agreement** documents you have been provided with as referred to above. The Agreement sets out our binding contract with you.

**Step 2:** If you are happy with the content of the Agreement and wish to proceed, please confirm that you agree to these documents and that you want to instruct us to start work on your behalf on the terms set out in them by signing the **“Client Agreement: Car Finance Claims” document**.

You will need to sign electronically on the portal to enable us to proceed. Your signed **Agreement** will be available to you when you access the portal and a copy will also be emailed to you.

If you need additional help, are unclear about anything, or there is any part of this document you do not understand, please contact our Customer Services Team free on 0800 689 0255 and they will be happy to assist you.

Your claim for compensation cannot progress until we have received the signed documents so we would ask that you sign/return the Client Agreement document at your earliest convenience.

### **Are there other types of funding options that might apply to me?**

You should investigate whether or not you have household or other insurance policies that include cover for legal expenses, or if you belong to a Membership Organisation or Trade Union that may cover members' expenses or provide legal assistance for this type of Claim.

However, Slater and Gordon do not offer legal services for your current type of claim funded with any funding option other than a NCBA (or CFA for Civil Claims). Should you wish to fund the claim by another method you will need to obtain alternative legal representation.

### **Introducers, Introducer Websites and Slater and Gordon**

Please note that if you have been put in contact with us by a 3<sup>rd</sup> party Introducer (such as a Solicitor, Insurer or Claims Management Company – via a website etc.) so that we may assist you with your claim, this Introducer will normally have recommended our services for which we pay them a fee. As a firm of solicitors, we have a professional duty to act in your best interests at all times and to give you independent advice. There is nothing in our relationship with your Introducer that would compromise or impair this duty or our independence.

Information disclosed by you will not be disclosed to the Introducer unless you consent. Please refer to the confidentiality section of the Terms of Business and Privacy Notice. If you require any further information, please contact us.

Thank you again for your instructions and we look forward to acting on your behalf.

Yours sincerely

**Slater and Gordon**

# Client Agreement: Car Finance Claims

## AGREEMENT SUMMARY

### Winning Claims:

**Based on the information you have given to Us and provided that you meet your obligations under the Agreement, if you win your Claim, you will receive:**

- **At least 70% of your compensation: less**
  - **VAT payable on our Fees; and**
  - **the costs of any disbursements not Recovered.**

### Losing Claims:

Provided you meet your obligations under the agreement, you will not be required to make any personal payments or be out of pocket if your claim is unsuccessful or you cease the Claim on our advice.

## BECOMING A SLATER AND GORDON CLIENT

Everyone who wishes to become a Slater and Gordon Client must agree to the **Client Agreement** for Slater and Gordon to provide legal services.. which confirms that:

- We will provide specified legal services (i.e. we will act in respect of your **Claim**),
- We will provide those services in exchange for a percentage of the compensation Recovered,
- In certain circumstances we will charge for those services on an hourly rate basis,
- We may incur certain expenses (known as 'Disbursements') on your behalf for the benefit of your **Claim**.
- In the event that it is necessary to issue court proceedings:
  - Your funding will change from being a NCBA to a CFA (explained below)
  - There may be costs payable to the Defendant (Adverse Costs)
  - You authorise Slater and Gordon to purchase an After the Event (ATE) Insurance policy on your behalf (if appropriate). This is insurance against certain financial risks (including Adverse Costs) which may affect your Claim and obtaining such insurance is standard practice for Claimants who have a CFA.

## THE CLIENT AGREEMENT

**The Client Agreement** is a binding legal contract between the following:

**I/We/Us/Our, Slater and Gordon UK Limited, the solicitors: and**

**You/Your, the client {{title}} {{firstName}} {{lastName}}, of {{addressLine1}} {{city}} {{postcode}}**

**This Agreement Date/**Document Date: {{agreement.dateAgreed}}

Before you agree, please read everything carefully.

Where court proceedings have not been issued (**your Complaint Claim**) your agreement is a non-contentious business agreement ('NCBA') comprised of the Client Agreement, the NCBA Funding Agreement Terms and our Terms of Business.

Where court proceedings are issued (**your Civil Claim**) your agreement is a Conditional Fee Agreement ('CFA') comprised of the Client Agreement, the CFA Funding Agreement Terms and our Terms of Business.

In the event of any inconsistent or incompatible provisions, the documents are listed in the order in which they take precedence.

### **Scope of This Agreement- (What legal services We have agreed to provide to You)**

**We** agree to act for **You** in respect of the following:

- Your claim for compensation (including any interest) being both your '**Complaint Claim**' and any '**Civil Claim**' to any/all of the following ("the Compensators"):
  - The Finance Services Provider
  - The Finance Broker
  - The Car Dealership/Vendor
  - Any other relevant person responsible
- Please see "what is covered by this NCBA Funding Terms" in the NCBA Funding Terms document (and "What is covered by the CFA Funding Terms; in the CFA Funding Terms document) for further details.

**Please note that pursuing a claim may prevent further/future claims for losses not specifically included in that claim.**

**OUR FEES FOR COMPLAINT CLAIMS****(This section does not apply to Civil Claims – see “Our Fees for Civil Claims” below)**

So long as you comply with your responsibilities:

- If you lose your Claim you will not have to pay any Basic Charges.
- If you win your Claim, you will have to pay our Basic Charges in the form of the Contingency Fee Payment.

In respect of any Final Compensation, any Contingency Fee Payment (exclusive of VAT) is as follows:

- You pay us up to 30% of the final total amount of Compensation awarded (plus VAT) as set out in the table below.

**Compensation Awarded Percentage Charge (Ex VAT)      Maximum Total Charge (Ex VAT) – You will be charged this amount if this is lower than the Percentage Charge amount.**

£1 - £1,499	30%	£420
£1,500 - £9,999	28%	£2,500
£10,000 - £24,999	25%	£5,000
£25,000 - £49,999	20%	£7,500
£50,000 or above	15%	£10,000

- We add VAT to our Basic charges (ie the Contingency Fee Payment) at the rate that applies when the work is done (currently 20%).
- When calculating the final amount payable, we will give credit for any interim Fees payments you have made or Recovered

Please see Schedule 1 of the NCBA Funding Agreement terms for further details.

**OUR FEES FOR CIVIL CLAIMS (This section does not apply to Complaint Claims)**

Our Fees will consist of two parts ((i) Basic Charges and (ii) Success Fee), and then be limited by the Overall Cap

## 1. Basic Charges

So long as you comply with your responsibilities:

- If you lose your Claim you will not have to pay any Basic Charges.
- If you win your Claim, you will have to pay our Basic Charges on an hourly rate basis.
- Any and all work done prior to proceedings being issued (ie under the NCBA) will now be payable under the terms of the CFA on an hourly rate basis.

Please see Schedule 1 of the CFA Funding Agreement terms for further details

## 2. Success Fee uplift on our Basic Charges

The Success Fee part of our Fees is only ever payable if you win and is calculated as a percentage of our Basic Charges. The Success Fee will not be recoverable from the Defendant(s) and so will be payable "out of any compensation you may receive.

- The Success Fee will be 100% of our Basic Charges in all cases, regardless of the type of Claim, or the stage at which the Claim concludes (ie the Success Fee will be the same amount as our Basic Charges). This will normally be an amount larger than 30% of your compensation.
- By law, any Success Fee we charge you cannot be recovered from the Defendant(s)
- However we agree to limit the amount we charge you out of your compensation in accordance with the Overall Cap on Our Fees (see below)

**You confirm that you agree that this level of Success Fee applies even though it does not necessarily reflect the level of risk in your Claim; but rather it represents the commercial basis on which Slater and Gordon are prepared to act under the terms of a CFA for claimants with this type of claim.**

## OVERALL CAP ON OUR FEES

Provided you keep to your obligations under this Agreement we will limit the final amount payable by you (in addition to costs Recovered from the Defendant and/or your own insurance) in respect of:

- Our Fees, plus
- Any costs payable to the Defendant ('**Adverse Costs**')

to a maximum amount as set out in the table below. This is called the 'Overall Cap'

Compensation Awarded	Overall Cap Percentage (Ex VAT)	Maximum Overall Cap (Ex VAT) – You will be charged this amount if this is lower than the Overall Cap Percentage amount.
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£1 - £1,499	30%	£420
£1,500 - £9,999	28%	£2,500
£10,000 - £24,999	25%	£5,000
£25,000 - £49,999	20%	£7,500
£50,000 or above	15%	£10,000

**(The Overall Cap provides the limit on any deduction from compensation in respect of our Fees and this means that the deduction in respect of our Fees will be the same or lower than any deduction in respect of our Fees resulting from a Complaint Claim (the values are the same as the Contingency Fee Payment Figures - above).**

VAT (if applicable to you) on our Basic Charges and Success Fee will remain payable separately and in addition to any sums payable within this Overall Cap.

The cost of any ATE insurance premium(s) purchased is not recoverable from the Defendant will remain payable separately and in addition to any sums payable within this Overall Cap.

**Please note that there are certain limited exceptions to the Overall Cap as detailed in Schedule 3 of the CFA Funding Agreement terms.**

### **Costs Recovery from the Defendant in Civil Claims**

- You understand and agree that Slater and Gordon UK Limited's charges may more than the amount that you will recover from the Defendant.
- You agree that section 74(3) of the Solicitors Act 1974 will not apply (which would otherwise, in certain circumstances, limit our Basic Charges to the amount recovered from the Defendant).

Please see "Costs recovery from the Defendant(s)" in the CFA Funding Agreement Terms for further details.

Please See CFA Funding Agreement Terms -Appendix 2 for more detail and a worked example of a deduction from Compensation

### **Disbursements/Expenses we incur on your behalf – All Claims**

- You will be liable to pay any Disbursements (including any Fees payable to the Ombudsman) incurred on your behalf separately to our Basic Charges.
- Please see "What do you pay if you win the Claim?" and "What do you pay if you lose the Claim?" in the NCBA Funding Agreement Terms and CFA Funding Terms documents for further details.

### **Your After the Event Insurance ('ATE') – This section does not apply to Complaint Claims**

By entering this Agreement (in the Event that it is necessary to make a Civil Claim) you authorise Slater and Gordon to

- purchase appropriate ATE policy on your behalf (details to be provided prior to the time of purchase).
- administer any claims under any Insurance policies on your behalf including any claims possible prior to the conclusion of the Claim.
- pay any and all monies owed to the insurer by You (as appropriate)

In addition you agree that:

- IF We ourselves pay any monies you owe to the Insurer - such as the Insurance premium or any Advance Claim repayment; THEN
- You agree to pay/indemnify Us for any such monies (which would be from your recovered costs/compensation on a successful claim)

#### **Costs Payable to the Finance providers/Brokers (Adverse Costs) – All Claims**

- In the unlikely event that Adverse costs are payable you will be liable to pay any such costs in addition to Our Fees. and Disbursements
- However in the event that your Claim is a Civil Claim, the amount of any Adverse Costs that you will ever be required to pay (if not covered by your ATE Policy) is limited by the Overall Cap.

#### **SIGNATURE/AUTHORISATION THAT YOU WISH TO ENTER THIS AGREEMENT**

By entering this Agreement, you also agree to be bound by the Privacy Notice which has been provided separately to this Agreement.

You accept that by signing, you are entering into an agreement with Slater and Gordon that will result in an obligation to pay Slater and Gordon's Fees (to the extent described in this Agreement).

You agree that we may start work on your **Claim** immediately (i.e. within any 14 day cancellation period) and that we may send a Letter of Authority to your lender(s).

<b>File Reference</b>	<b>{{{claimId}}}</b>
<b>Date</b>	<b>{{{agreement.dateAgreed}}}</b> .....
<b>Name</b>  <b>{{{title}}}</b> <b>{{{firstName}}}</b> <b>{{{lastName}}}</b>	<b>Signed</b> .....

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# Contract/Agreement Pack:

## Part 2 (of 2)

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### Other Key Agreement Documents

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These Documents to be read in		
<u>Docu ment Title</u>	<u>Document Description</u>	<u>D oc u</u>
Initial Advis e :	This contains further key details and information about	
Letter o f	This is what may be provided to the Lenders	
NCBA Fund	This contains the NCBA terms incorporated into	
C F A Fund	This contains the CFA terms incorporated into	
Right t o	This document is the Standard Notice of the	
Term	The Terms of Business	

# Initial Advice: Your Vehicle Finance Mis-selling Claim



contest the claim or make a should have known that you had a *Slater and Gordon is one of the country's leading law firms with an international reputation of excellence and a team of committed, enthusiastic, highly skilled and knowledgeable lawyers who have been involved in some of the UK's most important and ground-breaking cases.*

*Here at Slater and Gordon we have built our reputation by always acting in our clients' best interests and giving people easy access to world-class legal services. We ensure that they have access to the best legal advice available, dealt with by our teams of experts, to help minimise the burden of dealing with practical issues which can arise.*

*It is our aim to ensure that you get the justice you deserve together with peace of mind.*

## Your Claim

You may be able to seek compensation by making a complaint to the Finance provider/Broker or the Finance Ombudsman service (the "Ombudsman") if you can establish the following:

- You acquired financing/a loan to enable you to purchase a vehicle before January 2021.
- The company (or person) arranging the financing/loan for you received a commission/other reward in connection with the financing/loan;
- The commission/other reward was linked to the financing/loan interest rate and was not disclosed to you.

## What happens if I am unhappy with the response/offer from the Finance Provider/Broker? Can I "sue" the person responsible as well as making a Complaint?

- We may advise referring your Claim to the Ombudsman.
- It may also be possible to make a Civil Claim and your Lawyer will give you specific advice if this is an option for you following the response from the Finance Provider/Broker.
- Further, there may be a centralised Scheme set up by the Ombudsman and/or the Financial Conduct Authority requiring you to make an application for compensation via that scheme (rather than making a complaint directly to the Finance Provider/Brokers).
- However, these options may render your claim uneconomic for us to pursue under your current Agreement with Us and we reserve the right to end this Agreement in those circumstances.

## How long will my Claim take?

- It is not possible to know precisely how long any Complaint/application will take as we do not know what approach the Finance Provider/Broker will take and whether or not they will

reasonable settlement offer.

- Most non car finance Complaints are expected to be resolved within a few months but the FCA has given extra time for responses in these types of Claims. Additionally, if the Complaint is made to the Ombudsman or a Civil Claim is made, the process may take between 12 and 24 months. More complex cases can take several years.

## Will I need to go to Court?

### Complaints to the Finance Provider/Broker/Financial Ombudsman:

It is highly unlikely you would need to attend a Court or appeal hearing as part of any Complaint process.

### Civil Claims:

It is possible that you may need to attend Court if a Civil Claim is made. If it is necessary for a Claimant (or any other relevant person) to provide the Court and the Defendant with direct evidence, i.e. their version of events, we will prepare full draft written statements in advance, for the Claimant/witness to review and confirm as appropriate. In addition, we will arrange for you to be represented at any trial by Counsel and shall always be on hand to provide advice and support where needed.

## What are the time limits?

The Complaint can normally be brought if you have made any payments in the last 6 years.

It is essential that you provide us with any documents or information requested promptly to ensure that your Application is submitted well within these time limits.

## What are the time limits for Civil Claims

The law here is new and may vary depending on the nature of the claim and the applicable facts but, typically, similar claims must be brought within six years of the accrual of the cause of action (usually the date you suffered loss or when you knew/

potential claim).

Please note that if you do need to make a civil claim then the longer you delay making such a claim, the less likely it is to succeed.

**Please note that under this Agreement with you we will not be taking any action in respect of court proceedings until after a response to the Complaint is received. If you are concerned about losing your right to make a Civil Claim, then you must take steps to issue court proceedings yourself.** You can seek independent legal advice in order to do this if you wish.

## How much work will you need to do and how much will you charge me?

Your Agreement sets out the specific funding for your Claim.

Most clients fund this type of claim by way of Non-Contentious Business Agreement ("NCBA") and if this applies to you, you will only be charged in relation to the amount of compensation Recovered.

However, in the event that a Civil Claim is required NCBA's cannot be used and instead you will be liable to pay our charges on an hourly rate basis.

If our fees ("Basic Charges") are calculated on an hourly rate basis it is difficult to estimate precisely (particularly at the start of any Claim) what the total will be.

## Can I cancel my Agreement with you?

We reserve the right not to start work until you have agreed to the Client Agreement.

You will not be liable for our Fees if you let us know within 14 days of agreeing to all the documents that you no longer wish to proceed.

You are free to change your mind for whatever reason. You may use the Notice of Right to Cancel or let us know by post, fax or email that you do not wish to proceed.

## Methods of Communication

If you have provided an email address, we will normally attempt to use that as the first line of communication with you unless you instruct otherwise.

We will assume that such communications are secure and confidential unless you inform us that they are not. We may also be exchanging telephone calls in which case we may need to call you both at work and at home. Please let us know if this would be inconvenient for any reason.

#### **Preservation of Evidence**

If now, or at any time in the future, your Claim is the subject of formally contested proceedings you may have to disclose (that is, tell the Defendants about and provide copies at their request) documents, including electronic documents, relevant to the matter. Documents must be disclosed regardless of whether they are helpful or harmful to your Claim.

We can advise you in the future on your responsibilities in this regard. In the meantime you should ensure that you do not destroy or allow to be destroyed any documents (e.g. receipts) that relate to your Claim in any way (however slight you believe the connection may be), as otherwise your position in the proceedings could be seriously compromised. If you are in any doubt as to whether a document may be relevant, your file handler will be pleased to advise you more fully.

#### **Know your Client (KYC)**

We are professionally required to confirm that you are who you say you

are. We will check your identity electronically using public databases (this means we do not need to ask for a copy of your passport and utility bills). However, we may ask you to produce certified copies of your ID documents if we fail to establish your identity electronically.

#### **Claimant Insolvency/Bankruptcy**

As part of our "Know Your Client" checks, we are required to check whether the person making the Claim has been declared bankrupt or had a Debt Recovery Order (DRO) at any time relevant to the Claim (i.e. any point after the right to claim began up to the point of any compensation settlement, even if the bankruptcy or DRO is now discharged). Insolvency can affect the ability to successfully bring a claim for compensation so it's important to notify us if this has ever applied or if Bankruptcy/Insolvency becomes an issue during the life of the Claim.

#### **Complaints**

We know that engaging with the legal system can be daunting and we strive to make the process as easy for you as possible. In doing so, we aim to provide you with the best possible service and your feedback is important to making sure we maintain those standards. If at any point you are dissatisfied with how your claim is being handled, please let your lawyer or their supervisor know. If necessary, your lawyer's supervisor will review your concerns and discuss them with you. Alternatively, if you would prefer to discuss the matter with someone other than the supervisor you can

contact Client Services:

- By phone on 0800 740 8596;
- By email at [clientcare@slatergordon.co.uk](mailto:clientcare@slatergordon.co.uk); or
- By post at: Client Care, The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ.

A copy of our full complaints policy is available on our website [www.slatergordon.co.uk](http://www.slatergordon.co.uk) and can be provided upon request.

In the unfortunate event that we are not able to resolve your concerns you may wish to contact the Legal Ombudsman (or the Financial Ombudsman if in respect of any **ATE** insurance policy – if required for any Civil Claim). Full contact details for both organisations and relevant time frames are included in our enclosed Terms of Business and on our website. If your complaint is about your bill, you may also have the right to apply to the Court for a review of the bill.

We are always seeking to improve the service we offer our clients and we will provide you with our client satisfaction survey at the end of your matter.

#### **Finally:**

We hope the information above helps to explain the value we can provide and some of the key points in respect of your claim.

Please rest assured that if it becomes necessary we have the expertise and experience to help and guide you through any court litigation process.

#### **Additional Services**

We have many other departments who can attend to all of your legal needs. Should you have any queries on any other legal issues, please do not hesitate to contact us.

Slater and Gordon are authorised and regulated by the Solicitors Regulation Authority (no 591058).

The content of this factsheet was correct at the time of print (October 2025).

#### **IMPORTANT WARNING – Exaggeration and inaccuracy**

Please note that **any exaggeration or intentional inaccuracy in relation to any part of your Claim may lead to your Claim being unsuccessful or the whole claim being thrown out by any court.** This will happen even if your opponent(s) has been found to be at fault.

If this occurs then the following apply:

- No compensation would be received and you may be ordered to pay costs;
- Our agreement with you would have been breached;
- Any insurance policy (or other funding) supporting your claim would be invalidated; and
- You would then be personally responsible for our professional charges as well as any costs payable to the Defendant/Compensating party.

# Letter of Authority

I hereby authorise Slater and Gordon UK Limited, located at 22 Chancery Lane, London, WC2A 1HL, to act on my behalf regarding my vehicle finance claim.

## 1. Data & Privacy

I confirm that I have read and understood Slater and Gordon's Privacy Notice. I authorise Slater and Gordon to collect, retain, and process my personal data in accordance with UK GDPR and other applicable laws, for the purpose of managing my claim. My data will be kept securely and only for as long as required by law or regulation.

## 2. Fees, Cancellation & Commencement of Work

I confirm that I have read and understood all fees associated with Slater and Gordon's services. I accept that by signing this authority, I am entering into a contractual obligation to pay these fees. I understand that I have a 14-day period in which I can cancel without charge. I acknowledge and agree that, in the interests of progressing my claim, Slater and Gordon may commence work on my matter immediately.

## 3. Credit Check Consent

I consent to Slater and Gordon conducting a soft credit search with one or more credit reference bureaus by sharing my information with Valid8 IP Ltd, and/or Valifi Limited for the purpose of verifying my finance lender and supporting my claim. I understand that the information obtained from these credit checks will be used to assist in locating and pursuing my matter. I acknowledge that this search will not affect my credit score.

## 4. Identity Verification

I confirm that I am the individual named above and acknowledge that Slater and Gordon has robust Know Your Client (KYC) procedures in place, including identity verification, anti-money laundering (AML), and conflict checks. I understand that these checks are required to follow my instructions and to comply with legal and regulatory obligations. I agree to cooperate as needed.

## 5. Third-Party Communication

I authorise Slater and Gordon to act solely on my behalf in all matters relating to my vehicle finance claim. This includes communicating with, obtaining information from, and raising complaints with third parties such as lenders, brokers, and any relevant organisations, as necessary to progress my case. I will endeavour to provide any documents requested by my solicitors to assist with the effective handling of my matter.

## 6. Commission Arrangements

I confirm that I was not made aware of any commission arrangements relating to my motor finance agreement at the time it was taken out, and no such arrangements were disclosed to me by any party.

## 7. Exclusive Representation

I confirm that Slater and Gordon has advised me of my right to pursue this matter independently, either by complaining directly to my lender or through the Financial Ombudsman Service. I choose to be exclusively represented by Slater and Gordon and confirm that I have not instructed any other firm or pursued the matter independently.

Full Name	
Previous Name(s)	
Date of Birth	
Current Address	
Previous Address(es)	
Email Address(es)	
IP Address at time of submission	
Date and Time	

Signature

# NCBA Funding Agreement Terms

The Agreement is a binding legal contract between you and Slater and Gordon UK Limited. Before you sign, please read everything carefully. These Funding Terms must be read in conjunction with the Schedules attached.

We recognise that some of the language used in legal documents can be confusing. To ensure that you have the best understanding possible, we have set out a list of commonly used terms in the section of this document, headed "Glossary of Terms". When a word or phrase is capitalised, such as "Basic Charges" or "Claim", that means it should be read to have the definition set out in this Agreement. If you have any questions about this Agreement, or the terms used below, please let us know and we'd be happy to discuss further.

## 1. What is covered by the NCBA Funding Agreement Terms?

- Your **Complaint Claim**.
- Any and all work we carry out. This Agreement is also retrospective insofar as it covers all work we have carried out in respect of your **Complaint Claim** before or after the date of this Agreement, including any and all relevant work carried out prior to your personal involvement (if applicable).
- Any additional work performed for the purposes of pursuing The Complaint Claim .
- Any referral /complaint made to the Financial Ombudsman Service (the "Ombudsman") unless otherwise agreed
- Any applications to any centralised schemes unless otherwise agreed

## 2. What is not covered by the NCBA Funding Agreement Terms

- Any Civil Claim
- Any Claim where proceedings are issued
- Any related services such as Financial or Tax advice or obtaining any required grants of probate or letters of Administration or setting up any Trusts.
- Any action you wish us to take in relation to a re-opening or review of any decision or award unless specifically agreed otherwise.

## 3. Payments before your Claim ends

Please see "Interim Compensation and Multiple Claims".

## 4. What you pay if you Win the Claim

If you win your claim, you pay our Fees.

We will give credit for any Costs payments that we receive.

### Payments (of Compensation) and received cheques

You agree that we may receive any compensation paid or due to you in our name on your behalf and that we may bank this in our client account.

Out of any such money received, you agree to let us take the balance in respect of any Fees owed to Us by You.

If a compensation award or any substantial part of one is received by you direct, payment of our Fees in accordance with this agreement shall become due immediately upon you receiving that compensation.

You authorise us to ask your bank to pay us what is due to us from your accounts and agree to complete any necessary forms of authority to enable us to make a request to your bank for payment.

We agree that we will not request payment from your bank until 5 clear working days has expired from the expiry of the time within which you should have received the

compensation.

If payments due to you are not received we have the right to take any appropriate recovery action in your name, although we are not required to do so.

In the event of all or part of the compensation being retained or invested or paid into trust on your behalf, then you agree that payment in accordance with this agreement shall be made by you within 14 days of the award being paid or retained as the case may be. In these circumstances we may in our sole discretion agree that payment may be made at a specified later date.

## 5. Interim Compensation and Multiple Claims

- If you receive Interim Compensation then you agree to make a Contingency Fee Payment at that point. In calculating the amount of the interim payment of Fees we will apply the formula for Final Compensation/ benefit awards (as set out in Schedule 1), taking into account any previous interim compensation awards and any payments of our Fees by you.
- In addition, we may deduct and retain an amount of money up to 50% of any Interim or final Compensation payments received.
- If money is retained and not billed, we will hold such monies on account of any potential deductions from compensation in respect of Fees which may be payable on conclusion of the Claim. We will account to you once final Costs have been agreed or awarded.
- If your **Claim** includes multiple complaints then, if any individual component is resolved, each individual successful outcome will be treated as Interim Compensation until such time as all complaints/events/ applications have been resolved.

## 6. What you pay if you lose the Claim

If you lose your claim:

- If you lose your Claim your liability for our Fees and Disbursements will be limited to any sums that have been Recovered or that any insurer or funder has paid or agreed to pay on your behalf. In practice, this means that if you lose, you won't have to personally pay anything, unless someone else is paying them on your behalf
- Any monies payable to the Ombudsman remain payable by you unless agreed otherwise.

Notwithstanding the above, if on our advice you then wish to take any action that is outside the Scope of this Agreement (such as bringing a legal claim against a Defendant) our costs incurred under the NCBA, including Disbursements and our Standard Basic Charges, will be payable as per the CFA Funding terms.

## 7. Basic Charges

Details of our basic charges are set out in Schedule 1.

## 8. The Success Fee

The success fee is set out in Schedule 2.

## 9. Our responsibilities

We must:

- Always act in your best interests in pursuing the Claim, subject to our professional, regulatory or other duties;
- Explain to you the risks and benefits of taking legal action;
- Give you our best advice about whether to accept any offer of settlement;
- Give you the best information possible about the likely costs of your Claim.

## 10. Your responsibilities

You must:

- Provide us with clear, timely and accurate instructions;
- Not ask us to work in an improper or unreasonable way;

- Provide us with all information and documents which are relevant to your Claim, including but not limited to letters, documents and e-mails; and third party reports and records. If necessary, we will ask you to give us written authorisation to obtain this information;
- Safeguard and preserve any relevant documents (both electronic and hard copy) that may be relevant to your Claim;
- Not deliberately mislead us;
- Co-operate with us as we may require;
- Go to any expert appointment or attend any hearing;
- Tell us promptly if any information that you have previously given to us is no longer true or accurate;
- Consult with us before making any contact with or having any discussion or correspondence directly with the Ombudsman (or your Brokers/Finance Providers) concerning any aspect of this Claim;
- Not abandon your Claim or any part of your Claim against our advice;
- With our guidance, take all reasonable steps to engage constructively with any centralised Scheme to resolve your Claim, including through mediation if appropriate and notify us immediately if you receive an offer of Settlement, orally or in writing, from or on behalf of the Scheme;
- Not settle your Claim (or any part of it) without our consent such consent not to be unreasonably withheld having regard to our duty to act in your best interests;
- Not cause or contribute to a conflict of interest arising that would prevent us from continuing to act in this Claim;
- Not enter into any agreement, orally or in writing, with any other person in respect of your Claim (including any agreement relating to a sharing of Compensation) without our agreement;
- Not enter into any new agreement concerning your Claim that does not acknowledge the enforceability of this contract and our rights;
- Not create a charge over your Compensation in favour of any other person;
- Not create any future interest in your Compensation that would have priority over our interest; and
- Not to receive any payment directly from any other person in respect of Compensation or costs and ensure that all Compensation and costs are paid directly into our client account.

## 11. Costs Negotiations

In the event of any dispute in respect of the amount of costs payable by any person/organisation then you provide us with your irrevocable agreement to negotiate the dispute on your behalf.

## 12. Payment for advocacy

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our Contingency Fee Payment or Standard Basic Charges.

The cost of any barrister instructed will be a Disbursement.

We shall discuss with you:

- The identity of any barrister instructed.
- The arrangements made for payment.

## 13. What happens when this agreement ends before your Claim ends?

### Paying Us if You end this Agreement before Proceedings have been issued

You can end this Agreement at any time. Unless you have a right to cancel this agreement and return a signed Notice of Right to Cancel Form within the 14 day time limit we then have the right to decide whether you must:

- Pay our Standard Basic Charges when we ask for them; or
- Pay our Standard Basic Charges, if you go on to win your Claim; or
- Pay our Basic Charges if you go on to win your Claim.

### Paying Us if We end this Agreement

- (i) We can end this Agreement if:

- You do not keep to your responsibilities.
- You become, or have been, insolvent/bankrupt at any relevant time such that you do not have the legal right to proceed with your Claim.
- You have a conflict of interest with either another client or Slater and Gordon.
- You are unable to satisfy our Know your Client/ Customer (KYC) checks including Identity and Money Laundering Checks.
- You reject our opinion regarding an offer of compensation.

If this happens you will be liable for our Fees in accordance with the section "Paying Us if You end this Agreement".

- (ii) We can end this Agreement if we believe you are unlikely to win.

If this happens, you will be liable for our Fees in accordance with the section "What you pay if you lose the Claim".

- (iii) We can end this Agreement if we believe you may be likely to win but in our opinion it is not financially viable for Slater and Gordon to continue to act for you.

If this happens, you will only have to pay Standard Basic Charges if you go on to win your Claim.

- (iv) We can end this Agreement if the law of England and Wales does not apply to your Claim. If this happens then we have the right to decide whether you must pay our Standard Basic Charges.

- (v) We can end this Agreement if you instruct, or have instructed, any other firm of solicitors to act on your behalf in respect of your Claim.

In this situation, we may in our absolute discretion crystallise your payment in the sum of £150 (plus VAT) or require payment in accordance with the section "Paying Us if You end this Agreement".

## 14. Death

This Agreement automatically ends if you die before your Claim is concluded. We will be entitled to recover our Standard Basic Charges up to the date of your death from your estate.

If your personal representatives wish to continue your Claim, we may offer them a new Agreement as long as they agree to pay our Fees from the beginning of this Agreement with you.

## 15. What happens after this agreement ends

If the Claim continues but we are no longer instructed to act for you, we will notify all the relevant parties.

We have the right to preserve our lien over any property of yours in our possession unless any money owed to us under this agreement is paid in full.

## 16. Publicity

Where any public announcements are made about this matter following its completion, you agree to us also making an announcement at any time after the conclusion of the matter associating ourselves with you as your advisers. Unless we have your consent, we will not publicise or disclose details of any aspect of the matter (including the amount of consideration paid) which has not been announced publicly.

## 17. VAT

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee. Our VAT Registration Number is **GB 125 446 327**.

## 18. Other Points

This agreement is a non-contentious business agreement under Section 57 of the Solicitors Act 1974. If you instruct us, it may affect your right to have our charges assessed by a Court. However, you may apply to the Court for the agreement to be reviewed or set aside. Where we charge you on an hourly rate basis you may also apply to the Court for the number of hours worked and their reasonableness to be checked.

**Note: At our discretion we are not bound to act on the terms of this agreement until you have accepted/agreed/signed (and where appropriate) returned the**

## Schedule 1

### Basic Charges and Standard Basic Charges

Our Basic Charges are for the work we perform on your Claim.

Please see "Our Fees For Complaint Claims" in the Client Agreement Document.

Your Complaint Claim may include several elements, please see "Interim Compensation and Multiple Applications" for further details.

### Additional costs payable in successful cases.

The following will be specifically payable in addition to the Contingency Fee Payment (and so also be payable "out of your compensation"):

- Any non-attendance fees or other associated costs for failing to attend a hearing or examination that are not Recovered.
- Any Disbursement costs (such as an expert report fees) incurred at your request (against our advice) that are not Recovered.
- Any bank transfer fees incurred at your request (against our advice).
- Disbursement Interest not Recovered.
- Our Fees calculated on the Standard Basic Charges basis (and/or any banking charges) incurred providing you with compensation monies by way of cheque.

### Standard Basic Charges

Standard Basic Charges are our charges for the legal work we do on your Claim that are not the Contingency Fee Payment.

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. The hourly rates (exclusive of VAT) are:

Grade of Fee Earner	Hourly rate
<b>Grade A</b> Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") with over 8 years' qualified experience or unqualified staff of equivalent experience.	£512
<b>Grade B</b> Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") with over 4 years' qualified experience or unqualified staff of equivalent experience.	£348
<b>Grade C</b> Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") with less than 4 years' qualified experience or unqualified staff of equivalent experience.	£270
<b>Grade D</b> Trainee solicitors, or paralegals and other non-legally qualified fee earners	£186

- Our hourly rates exceed the Senior Court Costs Office Guideline rates. This is due to the experience and expertise of our staff and the nature of the work that we do. Some Solicitors will charge lower hourly rates than the ones we have listed above, but by signing this agreement you confirm that you agree to our hourly rates.
- All work done by, and any fees charged by, any cost draftsperson will form part of any Standard Basic Charges.
- We review the hourly rate each year and we will notify you of any change in the rate in writing.

## Glossary of Terms

### Advocacy

Appearing for you at court (or other) hearings.

### Agreement

The contract between you and Slater and Gordon (UK) Limited in relation to our work on your Claim.

### Basic Charges

Our charges for the legal work we do on your Claim as set out in Schedule 1.

### Civil Claim

Your demand for Damages if Proceedings ARE issued

### Claim

Your demand for Compensation whether or not it is a Complaint Claim or a Civil Claim, as detailed in the What is covered by the NCBA Funding Agreement Terms.

### Compensation

See Damages

### Complaint Claim

Your demand(s) for Compensation (any and all complaints we identify against one or more opponents) if Proceedings are NOT issued,

### Claim

Your application(s) for compensation as detailed in the What is covered by the Agreement.

### Compensation

Money (or other benefit) that you are awarded in settlement of the Claim.

### Contingency Fee Payment

Please see Schedule 1

### Costs

This is the money payable to you by the Defendant/Scheme as a contribution towards our Fees.

### Damages

Compensation Money that you win whether by a court decision or settlement.

### Defendant

The other party in any civil Claim.

### Disbursements

Payments/Expenses we incur or make on your behalf such as:

- court fees;
- experts' fees;
- barristers' fees;
- travelling expenses;
- Portal Administration Fee.

### Disbursement Interest

If we pay for any Disbursements on your behalf then from the date of payment of the invoice, Interest will be charged on those monies and the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.

### Fees

Our charges to you for our Basic Charges, Success Fee and VAT.

### Final Compensation

Compensation money that the Scheme agrees to pay in the event of a Win.

### Interim Compensation

Compensation money that the Scheme agrees to pay prior to any Win.

### Lien

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

### Lose

You do not gain a beneficial outcome, namely, the Scheme has dismissed your Claim or you have stopped it on our advice.

### Ombudsman

The Financial Ombudsman Service

### Provisional damages

Money that the Defendant or Scheme must pay or agrees to pay (normally only in respect of a claim for Personal Injury), on the basis that you will be able to go back to court/other at a future date for further compensation

### Portal

The Micasa Portal Platform/Slater and Gordon Claims. Portal (or equivalent) which may charge a fee for the use of their services (The Portal Administration Fee).

**Recovered**

Monies paid by third parties in respect of your Claim including (but not limited to) monies received from any:

- Finance Broker
- Finance Provider
- Dealership
- Centralised Scheme
- Insurer/Funder who is supporting your Claim

**Scheme**

The relevant compensating authority

**Standard Basic Charges**

See Schedule 1.

**Trial**

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

**Win**

Your Claim is finally concluded, whether by a court decision or an agreement in any way that means that you derive benefit from pursuing the Claim.

'Finally' means that the Defendant/Scheme:

- is not allowed to appeal against the decision(s); or
- has not appealed in time; or
- has lost any final appeal.

# CFA Funding Agreement Terms (Civil Claims Only)

The Agreement is a binding legal contract between you and Slater and Gordon UK Limited. Before you sign, please read everything carefully. These Funding Terms must be read in conjunction with the Schedules attached.

We recognise that some of the language used in legal documents can be confusing. To ensure that you have the best understanding possible, we have set out a list of commonly used terms in the section of this document, headed "Glossary of Terms". When a word or phrase is capitalised, such as "Basic Charges" or "Claim", that means it should be read to have the definition set out in this Agreement. If you have any questions about this Agreement, or the terms used below, please let us know and we'd be happy to discuss further.

## **1. What is covered by the CFA Funding Agreement Terms?**

- Any litigation (ie Court) proceedings in respect of **Your Civil Claim**,
- Any and all work we carry out. This Agreement is also retrospective insofar as it covers all work we have carried out in respect of your Claim before or after the date of this Agreement or Court proceedings being issued, including any and all relevant work carried out prior to your personal involvement (if applicable).
- Any additional work performed for the purposes of pursuing The Civil Claim, such as (but not limited to) inquests and interlocutory applications.
- Any application for pre-action or non-party disclosure.
- Any appeal by the Defendant.
- Any appeal you make against an interim order or an assessment of costs.
- Any proceedings you take to enforce a judgment, order or agreement.
- Negotiations about and/or a court assessment of the costs of this Civil Claim.
- Where your Claim has been transferred to us (whether by assignment or novation), the terms of this Agreement apply to work done and Disbursements incurred in respect of your Claim before the transfer (including work Done and Disbursements incurred before any previous transfer of your Claim), as if that work had been done and those Disbursements incurred by us under this Agreement.

## **2. What is not covered by this Agreement?**

- Your Complaint Claim
- Any applications to any centralised schemes unless otherwise agreed
- Any counterclaim against you.
- Any appeal you make against the final judgment or order.
- Any action you wish us to take in relation to a re-opening or review of any decision or award unless specifically agreed otherwise.
- Any appeal against a decision or award made on review unless specifically agreed otherwise. If we advise an appeal this may incur additional costs and/or expenses and we will notify you of these so that you can decide whether to lodge an appeal.
- Any proceedings before any Upper Tier Tribunal (such as Judicial Review proceedings).
- Any related services such as Financial or Tax advice or obtaining any required grants of probate or letters of Administration or setting up a Trust.

## **3. Payments before your Civil Claim ends**

- If you Win overall but, on the way, lose an interim hearing, you may be required to pay the Defendant's costs of that hearing.
- If on the way to winning or losing you are awarded any Costs, by agreement or court order, then we are entitled to payment of Fees covered by that award.
- If, at the time we incur any Disbursement (including the court fee for issuing proceedings on your behalf) for which you are entitled to make a claim under an insurance policy (or any other funding arrangement), we are entitled to ask you to pay that Disbursement at that point.
- If you receive any Interim Compensation and (in addition to a sums retained in respect of any anticipated ATE premium) we are entitled to retain a percentage of this Interim Compensation then we are entitled to payment of any Basic Charges we have incurred but not yet billed up to a maximum amount equivalent to that retained sum.

## **4. What you pay if you Win the Civil Claim**

If you Win your Civil Claim, you pay our Fees and Disbursements together with the premium (and other associated costs in respect of any ATE insurance you may take out) and any Disbursement Interest.

If you Win, unless the court orders otherwise, you will be entitled to claim our Fees from the Defendant.

In principle you can claim most of our Fees and Disbursements from the Defendant. However:

- You will not be entitled to recover any success fee or any insurance premium.
- In practice there will inevitably be an element of Fees which are not recovered. This is due to the manner in which solicitor's fees are assessed, and also due to the fact that some types of claims are subject to fixed costs which can be as low as £500.00 plus VAT. In some cases the Defendant's contribution can be almost nothing at all.
- It may be that your Fees exceed those accounted for in any Costs Budget in which case any excess will normally not be recoverable from the Defendant and will remain payable by You.

We are allowed to keep any interest the Defendant pays in respect of any of your Fees.

Notwithstanding the above, any and all of the work undertaken in respect of the Complaint Claim (/under the NCBA) will be your liability (including Disbursements and our Standard Basic Charges) and payable by you under the terms of the CFA to the extent that the work is of and incidental to the Civil Claim. These should be recoverable by you as payable to you by the Defendant if you win Your Claim.

**So that there is certainty in respect of what you might have to pay in respect of our services, the overall amount we will charge you for our Fees is limited as set out in the Overall Cap section of the Client Agreement.**

### **Special provisions in respect of Offers**

It may be that the Defendant makes a Formal Offer to settle your Civil Claim which you reject on our advice, and either:

- Your Civil Claim goes ahead to trial where you recover compensation that is less than that offer; or
- The offer is accepted after the expiry of the Acceptance

Period.

If either of these happen, then:

- We will only charge you for work done after expiry of the Acceptance where it is either agreed between the parties or ordered by the Court that those costs are recoverable from the Defendant(s).
- You may be ordered to pay the Defendant's Costs.

It may be that the Defendant makes an offer to settle your Civil Claim on a global basis (the offer is inclusive of Compensation and costs). If this happens the offer may not be accepted without Our agreement in respect of:

- The amount of the offer;
- How the offer is split between Compensation and Costs.

#### Payments and received cheques

You agree to authorise all payments to be made payable to us. If applicable and possible, you authorise us to pay into a designated client account any cheque received by you or by us from the Defendant and made payable to you. Out of any such money received, you agree to let us take the balance in respect of any Fees owed to Us by You.

#### Assessment(s) of your Fees

If you do not agree our calculation in respect of your Fees then you have the right to apply to the court for assessment of our Fees, including any success fee.

### **5. Interim Compensation**

If you receive Interim Compensation we may deduct and retain an amount of money equivalent to:

- the anticipated cost of any ATE premium; plus
- a percentage of the Interim Compensation as defined by the percentage applied by the Overall Cap.

We may require you to pay our Disbursements at that point.

If money is retained and not billed, we will hold such monies on account of any potential deductions from compensation in respect of Fees which may be payable on conclusion of the Claim. We will account to you once final Costs have been agreed or awarded.

### **6. Provisional Damages**

If you receive provisional damages, we are entitled to payment of our Fees in accordance with "What you pay if you Win the Civil Claim" at that point.

### **7. What you pay if you lose the Claim**

If you lose your Claim you will not have the benefit of Qualified One-Way Cost Shifting so the court will usually enforce an order for costs against you (Adverse Costs):

If you lose your Civil Claim your liability for our Fees and Disbursements will be limited to any Fees that have been recovered from the Defendant(s) or that any insurer or funder has paid or agreed to pay on your behalf. In practice, this means that if you lose, you won't have to personally pay anything towards our Fees, unless someone else is paying them on your behalf.

Separately and in addition to the above you will be required to pay the following out of your own pocket (which will normally not be covered by any ATE Insurance or Funding):

- Any non-attendance fees or other associated costs for failing to attend a hearing or other appointment.
- Any Expert reports or other costs incurred against our advice.
- Any bank transfer fees incurred against our advice.

### **8. Basic Charges**

Details of our basic charges are set out in Schedule 1.

### **9. The Success Fee**

The success fee is set out in Schedule 2.

### **10. Our responsibilities**

We must:

- Always act in your best interests, subject to our duty to the Court;
- Explain to you the risks and benefits of taking legal action;
- Give you our best advice about whether to accept any offer of settlement;
- Give you the best information possible about the likely costs of your Claim.

### **11. Your responsibilities**

You must:

- Provide us with clear, timely and accurate instructions;
- Not ask us to work in an improper or unreasonable way;
- Provide us with all information and documents which are relevant to your Claim, including but not limited to letters, documents and e-mails; and third-party reports and records. If necessary, we will ask you to give us written authorisation to obtain this information ourselves;
- Safeguard and preserve any relevant documents (both electronic and hard copy) that may be relevant to your Claim;
- Not deliberately mislead us;
- Co-operate with us as we may require;
- Go to any expert appointment reasonably required or attend any hearing;
- Tell us promptly if any information that you have previously given to us is no longer true or accurate;
- Consult with us before making any contact with or having any discussion or correspondence with the Defendant or its lawyers concerning any aspect of this Claim;
- Not abandon or discontinue your Claim or any part of your Claim against our advice;
- With our guidance, take all reasonable steps to engage constructively with the Defendant to resolve your Claim, including through mediation if appropriate and notify us immediately if you receive an offer of Settlement, orally or in writing, from or on behalf of the Defendant;
- Not settle your Claim (or any part of it) without our consent, such consent not to be unreasonably withheld having regard to our duty to act in your best interests;
- Not cause or contribute to a conflict of interest arising that would prevent us from continuing to act in this Claim;
- Not enter into any agreement, orally or in writing, with any other person in respect of your Claim (including any agreement relating to a sharing of compensation) without our agreement;
- Not enter into any new agreement concerning your Claim that does not acknowledge the enforceability of this Agreement and our rights;
- Not create a charge over your Compensation in favour of any other person;
- Not create any future interest in your Compensation that would have priority over our interest and/or any Litigation Funder's interest; and
- Not to receive any payment directly from the Defendant or any other person in respect of Compensation or Costs and ensure that all Compensation and Costs are paid directly into our client account.

### **12. Costs Negotiations with the Defendant**

In the event of any dispute in respect of the amount of costs payable by the Defendant then you provide us with your irrevocable agreement to pursue such a claim on your behalf and if we and the Defendant cannot agree the amount, the court will decide how much you can recover.

### **13. Costs Recovery from the Defendant(s)**

Claims where Fixed Recoverable Costs do apply

If costs are payable by the Defendant and the Claim is subject to a fixed recoverable costs regime then the costs which the Defendant will be required to pay are:

- Set out by rules ("Fixed") and vary depending on certain factors such as the type of case and the amount of the compensation.
- Unlikely to be sufficient to discharge your liability to us for our basic charges and disbursements.

Accordingly, you agree that you will remain liable for our basic charges and disbursements whether or not they are recovered in whole or in part from your opponent.

#### Claims where Fixed Recoverable Costs do not apply

If the Claim is not subject to a fixed recoverable costs regime, including where the Court so orders or where it is agreed with the Defendant(s) that the costs they have to pay are not limited to Fixed Costs, then you will still remain liable to us for our full basic charges and disbursements.

Accordingly, you agree that you will remain liable for our basic charges and disbursements whether or not they are recovered in whole or in part from your opponent. We will account to you for any costs recovered from your opponent.

#### Can our Fees Exceed the amount of Costs recovered from the Defendant?

The way solicitors charge their clients is governed by rules and regulations. One such set of regulations is the Solicitors Act 1974. Section 74(3) of that act states that a solicitor's Fees are limited to the Costs paid by the Defendant in relation to matters which are issued in the County Court.

If our Fees were limited to the amount the Defendant paid in Costs, and we were not able to charge you for our unrecovered Fees, many types of cases would simply not be commercially viable for us to take on. Fortunately, the Court recognises this and allows the s.74(3) limit to be disapplied where the solicitor and client have entered into a written agreement which clearly states that the Fees are not limited to the amount recovered from the Defendant. This is covered by Civil Procedure Rule 46.9(2).

Subject to any Overall Cap, this agreement expressly provides for our Fees to be payable even where they exceed the amount paid by the Defendant in Recoverable Costs.

There shall be no presumption relating to 'unusual costs' in Civil Procedure Rules rule 46.9(3)(c), and Section 74(3) of the Solicitors Act 1974 shall not apply which means we are not limited to charging you only the recoverable costs.

#### **14. If the Defendant fails to pay monies due to you**

If the Defendant does not pay any Compensation or Costs owed to you, you provide us with your irrevocable agreement to take recovery action in your name to enforce a judgment, order or agreement. Any Fees incurred are payable by you.

#### **15. Payment for advocacy**

Advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our Fees.

We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

Any money payable to barristers, whether it be for their base fees or Success Fees, are still covered by the Overall Cap and barrister's fees will be treated as Disbursements in our final bill.

#### Barristers who have a conditional fee agreement with us

If you Win, you are normally entitled to recover Costs in relation to their work from the Defendant, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister's success fee. We will discuss the barrister's success fee with you before we instruct him or her. If you lose, you pay the barrister either discounted fees or nothing.

#### Barristers who do not have a conditional fee agreement with us

If you Win, then you will normally be entitled to recover all or part of their fees from the Defendant. If you Lose, then you must pay their fees.

#### **16. What happens when this agreement ends before your Claim ends?**

##### Paying Us if You end this Agreement After Proceedings have been issued

You can end this Agreement at any time. Unless you have a right to cancel this agreement and return a signed Notice of Right to Cancel Form within the 14 day time limit then we have the right to decide whether you must:

- Pay our Basic Charges, our Disbursements (including any barristers' fees payable), Disbursement Interest and any applicable Insurance costs and Litigation Funding Fee but not the Success Fee; or
- Pay our Fees, Disbursement Interest, any applicable Insurance costs and any barristers' success fees if you go on to win your Claim. In this circumstance the Overall Cap will not apply.

##### Paying Us if We end this Agreement

If we end this agreement the Overall Cap will no longer apply.

(i) We have the right to end this Agreement if:

- You do not keep to your responsibilities.
- You refuse to obtain any ATE policy to support this agreement (or cancel any ATE already obtained).
- You do not pay your incurred insurance premium when asked to do so.
- You do not agree to any Litigation Management Agreement in respect of your Claim becoming part of a Group action.
- You become, or have been, insolvent/bankrupt at any relevant time such that you do not have the legal right to proceed with your Claim.
- You have a conflict of interest with either another client or Slater and Gordon.
- You are unable to satisfy our Know your Client/ Customer (KYC) checks including Identity and Money Laundering Checks.

If we end the Agreement for any of the above reasons then we have the right to decide whether you must:

- Pay our Basic Charges our Disbursements (including any barristers' fees payable), Disbursement Interest and any applicable Insurance costs and Litigation Funding Fee but not the Success Fee; or
- Pay our Fees, Disbursement Interest, any applicable Insurance costs and any barristers' success fees if you go on to win your Claim.

(ii) We have the right to end this Agreement if:

- We believe you are unlikely to Win.
- We are unable to obtain ATE Insurance to support your Claim.

If we end the Agreement for these reasons, you will be liable for costs in accordance with the section "What you pay if you Lose the Claim".

(iii) We have the right to end this Agreement if you reject our advice about making a settlement with the Defendant. You must then:

- Pay our Basic Charges and our Disbursements including barristers' fees in any event;
- Pay the Success Fee if you go on to win your Claim.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay for the second opinion.

(iv) We have the right to end this agreement if the law of England and Wales does not apply to your Claim. If this happens then we have the right to decide whether you must pay our Basic Charges and our Disbursements.

(vi) If either of the following occurs:

- Your Claim is allocated to the Small Claims Track; or
- In our opinion your Claim will conclude within the Small Claims track.

We have the right to end this agreement if you agree to be bound by the terms of a second Client Agreement appropriate to the Small Claims Track.

If this happens, any costs incurred under the terms of this Agreement may remain payable under the terms of the second Agreement.

#### **17. Death**

This Agreement automatically ends if you die before your

Claim is concluded. We will be entitled to recover our Fees (but not Success Fee) and Disbursement Interest up to the date of your death from your estate.

If your personal representatives wish to continue your Claim, we may offer them a new conditional fee agreement. We reserve the right to only offer a new Agreement if they agree to pay Our success fee on our basic charges from the beginning of this Agreement with you.

#### 18. What happens after this agreement ends

After this Agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting for you unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless we accept an undertaking from another solicitor working for you to pay us what we are owed including any Success Fee if you win.

#### 19. Publicity

Where any public announcements are made about this matter following its completion, you agree to us also making an announcement at any time after the conclusion of the matter associating ourselves with you as your advisers. Unless we have your consent, we will not publicise or disclose details of any aspect of the matter (including the amount of consideration paid) which has not been announced publicly.

#### 20. VAT

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee. Our VAT Registration Number is **GB 125 446 327**.

#### 21. Fraudulent or (deliberately) Exaggerated Claims

In the event that any aspect of your Claim is found or admitted to be fraudulent or exaggerated, the consequences are as follows:

- Any insurance policy may be voided, in which case you would be personally responsible for paying any and all Fees.
- You will likely be ordered to pay Adverse Costs and will lose the protection you have from Qualified One Way Costs Shifting.
- Regardless of whether you Win or Lose your Claim, you will pay our Fees and the Overall Cap will not apply.

#### 22. Other Points

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

**Note: At our discretion we are not bound to act on the terms of this agreement until you have accepted/agreed/signed (and where appropriate) returned the agreement.**

#### Schedule 1 - Basic charges

"Basic Charges" are our charges for the legal work we do on your Claim.

These are calculated for each hour we spend on your Claim. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time spent basis.

The hourly rates in respect of any work done (exclusive of VAT) are:

Grade of Fee Earner	Hourly Rate
<u>Grade A</u> Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") with over 8 years' qualified experience or unqualified staff of equivalent experience.	£512

<u>Grade B</u> Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") with over 4 years' qualified experience or unqualified staff of equivalent experience.	£348
<u>Grade C</u> Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") with less than 4 years' qualified experience or unqualified staff of equivalent experience.	£270
<u>Grade D</u> Trainee solicitors, or paralegals and other non-legally qualified fee earners	£186

Our hourly rates exceed the Senior Court Costs Office Guideline rates. This is due to the experience and expertise of our staff and the nature of the work that we do. Some Solicitors will charge lower hourly rates than the ones we have listed above, but by signing this agreement you confirm that you agree to our hourly rates.

We review the hourly rates each year and we will notify you of any change in the rate in writing.

If the amount of recovered costs provided for by the Court rules (or by agreement with the Defendant) ever exceeds the amount of our Basic charges as calculated above then you agree that the higher figure will be chargeable in full and be treated as our Basic Charges when calculating your bill and our success fee.

#### Schedule 2 - Success fee

Your Success Fee is set out in the Success Fee section of the Client Agreement and represents the commercial basis on which we are prepared to act for you.

Success Fees are often based on the risks of a case, with higher Success Fees being appropriate for higher risk cases. Rather than assessing the risks of your particular case, we set our success fees based on the type of case you are pursuing. Many firms assess individual cases to determine the risks and calculate the Success Fee accordingly. This means that if you instructed a solicitor who sets their Success Fee based on the individual risks, they may charge you a lower (or higher) Success Fee than contained within this Agreement.

#### Schedule 3 - Overall Cap

Provided you keep to your obligations under this Agreement we will limit the final amount payable by you (in addition to costs recovered from the Defendant and/or your own insurance). This is detailed in the Overall Cap section of the Client Agreement.

#### Exclusions/variations from the Overall Cap

##### Standard (non-Group Litigation) exclusions

For all claims (unless there is a Group Litigation Claimant Committee to make decisions in respect of your Claim) the Overall Cap does not include – and you will remain separately liable for:

- Any non-attendance fees or other associated costs for failing to attend a hearing or appointment that are not recovered from the Defendant.
- Any Disbursement costs (such as expert report fees) incurred at your request (against our advice) that are not recovered from the Defendant.
- Any bank transfer fees incurred at your request (against our advice).
- Disbursement Interest not recovered from the Defendant.
- Any and all Basic Charges and banking charges incurred by either i) providing you with compensation monies by way of cheque or ii) any failed attempts to provide you with any monies.
- Any or any part of a Court issue fee that is not recovered from the Defendant(s) as a result of any failure on your part to co-operate with the fee remissions process.

## Glossary of Terms

Below is a list of definitions for words and phrases which are important/appear frequently in this Agreement.

### **Acceptance Period**

The period in which a "Formal Offer of Settlement" can be accepted without any additional consequences.

### **Advocacy**

Appearing for you at court hearings.

### **Agreement**

The contract between you and Slater and Gordon (UK) Limited in relation to our work on your Claim.

### **Appeal**

A procedure which allows a more senior court to decide whether the decision of a lower court should be changed.

### **Basic charges**

Our charges for the legal work we do on your Claim as set out in Schedule 1.

### **Civil Claim**

Your demand for Damages if Proceedings are issued

### **Claim**

Your demand for Compensation whether or not it is a Complaint Claim or a Civil Claim, as detailed in the What is covered by the CFA Funding Agreement Terms.

### **Compensation**

See Damages

### **Complaint Claim**

Your demand for Compensation if Proceedings are NOT issued

### **Costs**

This is the money payable to you by the Defendant as a contribution towards our Fees.

### **Costs Budget**

This is a formal Court document which **sets the reasonable limits of recoverable costs by any party early on in the litigation** and provides clarity to parties as to their costs exposure in the event of a loss.

### **Counterclaim**

A claim that the Defendant makes against you in response to your claim.

### **Damages**

Compensation Money that you win whether by a court decision or settlement.

This includes any interest (or additional compensation) paid or awarded on your compensation amount as a result of you having made a Formal Offer to Settle your Claim which the Defendant fails to accept and your Claim goes ahead to trial where you recover compensation that is greater than that offer.

### **Disbursements**

Payments we incur or make on your behalf such as:

- court fees;
- experts' fees;
- barristers' fees;
- travelling expenses.

### **Disbursement Interest**

If we pay for any Disbursements on your behalf then from the date of payment of the invoice, Interest will be charged on those monies and the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.

### **Fees**

Our charges to you for our Basic Charges, Success Fee, and VAT.

### **Formal Offer to Settle**

An offer to settle your Claim made in accordance with Part 36 of the Civil Procedure Rules.

### **Interim Compensation**

Money that a court says the Defendant must pay or the Defendant agrees to pay while waiting for a settlement or the court's final decision.

### **Interim hearing**

A court hearing that is not final.

### **Lien**

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

### **Lose**

The court has dismissed your Claim or you have stopped it on our advice.

### **Provisional damages**

Money that the Defendant or Scheme must pay or agrees to pay (normally only in respect of a claim for Personal Injury), on the basis that you will be able to go back to court/other at a future date for further compensation **Qualified One-Way Cost Shifting**

The rules in respect of costs payable if you lose a personal injury claim (that is not related to diffuse mesothelioma) as set out in Part 44 Section II of the Civil Procedure Rules.

### **Recovered**

Monies paid by third parties in respect of your Claim including (but not limited to) monies received from any:

- Finance Broker
- Finance Provider
- Dealership
- Centralised Scheme
- Insurer/Funder who is supporting your Claim

### **Small Claims Track Claim**

Claims that conclude:

- In the Small Claims Track portal for low value Road Traffic Accidents (RTA Small Claims Protocol).
- And/or concludes after allocation to the Small Claims Track.

### **Success fee**

The percentage of basic charges that we add to your bill if you win your Claim.

### **Trial**

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

### **Win**

Your claim is finally decided in your favour, whether by a court decision or an agreement to pay you compensation or in any way that you derive benefit from pursuing the claim.

'Finally' means that The Defendant:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

You also win your claim if the Defendant is ordered to pay you provisional damages

# CFA Funding Agreement Terms Appendix 1: Costs Estimates

## Costs Estimates in respect of our Basic Charges for a Civil Claim

It is often difficult to estimate how many hours work will be required to complete Your Claim and it is difficult to give an estimate of overall charges as so many variables can affect the course of a claim that are not anticipated from the outset. As a rough guide however, our charges (not including expenses and disbursements paid on your behalf) are likely to be approximately as follows (and the recovery from the Defendant(s) may be significantly less than this):

Value of Claim	Estimate of Charges
£1,000–£10,000	£2,000–£20,000
£10,000–£25,000	£5,000–£40,000
£25,000–£50,000	£10,000–£80,000
£50,000–£100,000	£20,000–£120,000
£100,000–£1,000,000	£40,000–£300,000
£1,000,000 plus	£300,000 plus

If your matter is straightforward, then our Fees may be lower than the estimate. Conversely, if it is unexpectedly complex, requires urgent action, work outside of normal office hours or additional expertise or specialist knowledge, charges are likely to increase. Developments as your matter progresses may necessitate more, or fewer, disbursements which will also affect the cost of your case.

If at any point we foresee that costs will be substantially higher than estimated, we will let you know as soon as possible.

Should you wish to know at any time what charges and expenses have been incurred to date, please contact us.

# CFA Funding Agreement Terms -Appendix 2: Worked Example of a CFA Deduction

## Fixed Recoverable Costs

Most claims where the compensation claimed is less than £100,000 are subject to the fixed costs provisions in part 45 of the Civil Procedure Rules.

- The Contribution towards your Fees payable by the Defendant will be an amount of fixed costs which is a lump sum amount set by the rules rather than being calculated on a time spent and hourly rate basis,
- The fixed amount/lump sum that you can in respect of our Fees varies depending on how much your claim is worth in terms of compensation and at what stage in the litigation process it concludes. The amount payable will probably be a low figure and a modest contribution to your overall liability for costs.
- The figures for the various lump sums you could recover by way of fixed costs are set out in Practice Direction 45 in a table. By way of example the amounts can range from £580 for a low value claim that settles before proceedings are issued or an amount equivalent to £29,000 plus 22% of the compensation for a claim worth £100,000 that only concludes just before trial.
- Full details of all the various sums for fixed recoverable costs are contained in part 45 and Practice Direction 45 of the Civil Procedure Rules. If you would like more information about how these are calculated or what sums you might recover, please ask us.

You can also read the rules and the Practice Direction online at: <https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part45-fixed-costs>

## Worked Example of a Deduction from Compensation calculation

Below is a example whereby a Claim is made for £15,000 but settles for £14,000 immediately after proceedings are issued.

Lets assume our costs estimate was correct and the amount of work performed (on an hourly rate basis ) was £10,000. The Success fee uplift was 100% and that the Overall Cap was 25% of Compensation.

In this example you have needed an ATE premium costing £200.

Not all of your losses claimed were recovered from the defendant as follows.

## Your Claim

Amount Claimed	Amount Agreed in Settlement
£15,000	£14,000

All of your Expenses/Disbursements claimed were recovered from the Defendant.

## Our Fees

Not all of your Fees were recovered from the Defendant as follows

	<b>Amount Claimed</b>	<b>What the Defendant Pays: Fixed Recoverable Costs example (for a claim concluding at this stage)</b>
<b>Our Fees</b>	£10,000	£3,303 + an amount equivalent to 20% of the damages (say)  = £6103

#### **What a Client Pays (out of Compensation)**

<p>1) <b>The ATE Premium;</b>  <b>PLUS</b>  <b>2) Any Bank Charges etc</b>  <b>PLUS</b>  <b>3) THE LESSER OF:</b>            A) Overall Cap% of <b>Total Compensation</b>;            OR            B)            i) "The Shortfall" Basic Charges Incurred (i.e. total time billed/work done*) less Recovered Fees; <b>PLUS</b>            ii) <b>A success fee.</b> The success fee amount is 100%/ (the Uplift) on the Basic Charges</p>	<p>1) £200            2) £0.00            3) The Lesser of            3A = £3500 (being 25% of Compensation received)            OR            3B            (i) Shortfall: £10,000 – £6103            (Which is £3897), <b>PLUS</b>            (ii) Success Fee: 100% x £10,000            (Which is £10,000)            3B Total = £13,897</p>
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Therefore the Total Payable out of Compensation in respect of Our Fees (in this example) is £3500.

In addition VAT would be payable, currently at a Rate of 20%. This means the Total payable out of Compensation would be £4200, plus the £200 ATE premium.

# Standard Notice of the Right to Cancel your Contract/This Agreement

This only applies if you sign the contract with Slater and Gordon:

1. At your home, workplace or at someone else's home; or
2. At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or
3. At our offices but following a meeting between us away from our offices; or
4. Using our online client portal.

You have the right to cancel this contract, without reason, if you wish and can do so by returning (including electronic mail) a cancellation notice at any time within 14 days starting with the day of receipt of this Notice. If you wish to cancel the contract, you **must do so in writing** and deliver personally or return (which may be by electronic mail) this to us. You may use this form if you want to, but you do not have to.

Please send the cancellation notice to the Head of Risk and Compliance (or the person handling your enquiry), making sure you quote your reference number.

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

By post to: -  
Head Of Risk and Compliance  
Slater and Gordon UK Limited  
The Plaza,  
100 Old Hall Street,  
Liverpool,  
L3 9QJ.

By email to:- [carfinanceclaims@slatergordon.co.uk](mailto:carfinanceclaims@slatergordon.co.uk)

I hereby give notice that I wish to cancel my instruction of your firm.

Signed	
Name (please print)	
Address	
Date	
Slater and Gordon Reference Number	

# **Slater and Gordon Standard Terms of Business (England and Wales)**

## **General**

1. These Terms of Business together with any letter which we may send you confirming your appointment of us and outlining your matter ('Engagement Letter'), and if applicable any Authority to Proceed or "Client Agreement" document, Funding Agreement Terms (such as conditional fee agreement terms) and any Litigation Management Agreement, are herein referred to as the 'Terms' and the Terms constitute the contract between you and Slater and Gordon UK Limited. In the case of any inconsistent or incompatible provisions, the Client Agreement, Engagement Letter, (any) Authority to Proceed Document, Litigation Management Agreement and Funding Agreement Terms documentation take precedence (in that order).
2. In these Terms 'Slater and Gordon' or 'we' shall mean the law firm of Slater and Gordon UK Limited a company registered in England and Wales (07931918) with registered address at First Floor, Lee House, 90 Great Bridgewater Street, Manchester M1 5JW, its associated companies and, in all relevant cases, any successor or assignee.
3. Slater and Gordon is authorised and regulated by the Solicitors Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments). Slater & Gordon UK Limited is authorised and regulated by the Financial Conduct Authority for insurance distribution activity.
4. Slater and Gordon is part of a group of companies ('Group') whose ultimate parent company is Slater and Gordon UK Holdings Limited, a company registered in England and Wales (10977311) with registered address at First Floor, Lee House, 90 Great Bridgewater Street, Manchester M1 5JW. Slater and Gordon has a financial interest in group companies which may be regulated in a different way to us and which will affect the protections or type of recourse available to you. More information about our group can be found on our website or can be provided upon request. Our Group offers services which may be complementary to your matter including use of MiCase Portal (owned by Slater and Gordon (UK) 1 Limited). Any relevant additional services will be notified to you to ensure you can make an informed decision as to whether you wish to use these services.
5. The expressions 'you' or 'your' refer to you, our client.
6. We will carry out the Identity/Due Diligence checks referred to in the documents mentioned in clause 1.1. In the event that any of the relevant checks fail we reserve the right to terminate the contract/agreement with you and we will contact you to inform you of this.
7. These Terms are subject to change from time to time and are updated on our website at [www.slatergordon.co.uk](http://www.slatergordon.co.uk) and are correct at the time of issue 20 September 2023.

## **2. Provision of Advice**

- 2.1. Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.
- 2.2. We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised. We will advise on the law in England and Wales only.
- 2.3. You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or

documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.

- 2.4. If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.
- 2.5. You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.
- 2.6. To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

### **3. Duty of Confidentiality**

3.1. Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is information which is already in the public domain, or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

3.1.1. To our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or

3.1.2. By law or other regulatory authority to which we are subject;

3.1.3. To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements.

3.1.4. To any third party to assist in the recovery of costs from your opponent.

Any such disclosure shall of course be conducted in confidence.

3.2. We have attained the Lexcel quality standard of the Law Society, as a result of which we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking. We assume that we have your consent but, if you prefer to withhold consent please notify us in writing. All inspections are conducted in confidence.

3.3. If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.

3.4. We may from time to time outsource some of our services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All of our outsourcing arrangements have express confidentiality agreements in place.

3.5. You acknowledge that we owe a duty of confidentiality to all our clients and, as a precondition to us acting for you, you agree that we shall have no duty to disclose to you information that we may learn or have learnt while acting on behalf of another client.

3.6. Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this, please ask us for advice.

### **4. Conflicts of Interest**

4.1. Solicitors must not act where there is a conflict of interest and must have systems to identify conflicts. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as

possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

4.2. Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

### **5. Anti-Money Laundering Rules**

5.1. In some areas of our work, in order to comply with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

5.2. To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least seven years.

5.3. From time to time, we may require you to provide evidence of the identity of other connected parties so that we may comply with our statutory obligations.

5.4. If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

### **6. Client Money**

6.1. It is a condition of these Terms that unless your contract specifies otherwise we are entitled to ask you to let us have money on account of costs to be incurred in the following weeks or months for both our fees and other disbursements.

6.2. Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to

the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. In order to comply with our anti-money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.

6.3. As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.

6.4. We do not accept any payment in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

6.5. Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.

6.6. You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.

6.7. We are happy to provide a copy of our interest policy on request. We will pay interest when it is fair and reasonable to do so in all the circumstances. We pay a fair and reasonable sum calculated over the whole period for which any money is held. We do not pay interest:

- On money held to pay a professional disbursement if there has been a request for delay in settlement;
- On money held for the Legal Aid Agency;
- On money that we have paid into a client account as an advance from the firm to fund a payment on behalf of a Recipient in excess of funds held for that Recipient;
- If we have agreed with a Recipient to contract out of our obligation to pay interest;
- On monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe; and
- Where the amount of interest, calculated in accordance with this policy, is less than £20.

6.8 The Financial Services Compensation Scheme (FSCS) is the compensation scheme for customers of UK authorised financial services firms. The Scheme can compensate customers if a firm has stopped trading or does not have enough assets to pay claims made against it. The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to your client account £85,000

and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account.

The FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

In the event of a bank failure you agree to us disclosing details to the FSCS.

## **7. Professional Charges, Expenses and Disbursements**

7.1. Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

7.2. Our hourly rates are set out in your Engagement Letter or funding agreement documentation and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.

7.3. Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.

7.4. By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.

7.5. Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.

7.6. By instructing us, you are authorising us to make any agreement with your opponent in respect of our professional charges and to appoint a third party as agent to recover such costs on your behalf. We do not propose to seek your authority before making any agreement with your opponent but please let us know if you would like us to do so.

7.7. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.

- 7.8. We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.
- 7.9. Certain employees are authorised to sign bills of costs on behalf of the firm. Electronic signatures may be used.

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## 8. Payment

We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.

8.1. If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.

8.1.1. If you are a business purchasing our services, the daily interest rate will be charged at a rate equal to 8% above the Bank of England base.

8.1.2. If you are an individual purchasing our services, then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.

8.2. We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.

8.3. We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments. We reserve the right to charge interest on any disbursements we pay on your behalf.

8.4. In order to comply with our anti-money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from proceeds of sale or funds provided by you (unless those sums are held on trust for those third parties). You will be responsible for making any such payments yourself.

8.5. In accordance with your rights under the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court. In the first instance we would suggest you use the S&G complaints process in order to try to resolve any areas of dispute.

8.6. We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.

8.7. We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and

the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.

8.8. We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 30 days of the due date we may charge interest on the unpaid amount in accordance with sub-clauses 8.1.1 and 8.1.2 above.

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## 9. Costs Recoverability in Criminal Litigation (where applicable)

9.1. Where applicable some of our services are supplied under the legal aid scheme. Magistrates Court and Crown Court legal aid is means tested. Most people on benefits and all persons under 18 years of age are eligible for legal aid. If you are eligible for Magistrates Court legal aid then you will pay no legal costs in relation to those proceedings. In the Crown Court if you have disposable income in excess of £37,500 per annum it is unlikely that you will qualify for legal aid. The rules and calculations of income are complex and we will guide you through the application process. If you are eligible for legal aid in the Crown Court then you may be liable to pay a contribution depending on your means which, in all but exceptional circumstances, will be refunded if you are found not guilty of all charges.

9.2. If the court refuse to grant legal aid, or if indeed you are not eligible for assistance under the legal aid scheme, we will be able to represent you on a privately paying basis. In the event that you are paying your own costs we will discuss our fees with you and provide you with a detailed estimate for each stage of the proceedings. If your case changes in any material respect then we will need to recalculate the costs estimate.

9.3. Recent legislation has made further changes to the eligibility of a successful defendant or appellant in criminal proceedings to recover costs incurred by them from central funds. Where recovery of such costs is available in the Magistrates Court it is capped at legal aid rates. In the Crown Court there is no entitlement to recover costs unless a legal aid application has been made and has been refused. In such circumstances the maximum that can be reclaimed will be limited to legal aid rates.

9.4. In the event that you plead guilty or are convicted of any matter, there may be compensation and/or prosecution costs to pay. Whether you will be ordered to pay prosecution costs depends on a number of factors and we will explain these more fully should the need arise.

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## 10. Complaints

1. We aim to deliver a first class service every time and want your experience with Slater and Gordon to be a positive one. Sometimes things don't go as expected though and we welcome complaints as an opportunity to review and improve our service. If something is wrong, we're committed to fairly and transparently investigating it in order to resolve matters to your satisfaction. Please

raise any customer issues or service complaints, and we'll aim to resolve them as swiftly as possible for you. We have a comprehensive complaints procedure which is available on request or on our website.

2. In the first instance please contact the person dealing with your matter. They will look to resolve your concerns within five working days of you raising them. If they are unable to, you can formalise your complaint or speak with the matter Supervisor or the Client Care team, who will record everything you're unhappy with and recommend the best solution for you.

You can contact the Client Care team by:

- Phone: 0800 740 8596
- Email: [clientcare@slatergordon.co.uk](mailto:clientcare@slatergordon.co.uk)
- Post: Slater and Gordon UK Limited, The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ.

3. How we aim to resolve your complaint:

- If you telephone us, we'll endeavour to resolve the issue in that call.
- If you email or write to us, or if your complaint can't be resolved in a call, we'll acknowledge receipt of your complaint, confirm who'll be investigating it and when they will reply to you. We will investigate and then contact you again to discuss how we aim to resolve matters. We may contact you during the investigation to discuss the complaint and/ or to suggest a resolution, before providing our final written response. The Legal Ombudsman Guidelines allow us eight weeks to resolve your complaint.
- It's important that we address all your concerns. If you remain unhappy after hearing from us again, please discuss any further issues with the Client Care team, who can provide guidance about whether you can refer your complaint to an Ombudsman.

4. If, after exhausting our escalation process, your complaint is not resolved to your satisfaction, or the eight week period has expired without our final response, you are entitled to refer your complaint to an Ombudsman Scheme or for Alternative Dispute Resolution (ADR). However, we will always be happy to discuss your issues further if you wish to do so, prior to taking this step.

5. For complaints about our service, including billing issues, you may contact the Legal Ombudsman:

- Phone: 0300 555 0333
- Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Post: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9W

6. If your unresolved complaint relates to an insurance policy covering your case, you may contact the Financial Ombudsman Service:

- Phone: 0800 023 4567
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

7. Alternative Dispute Resolution (ADR) is a form of mediation similar, but separate to, the Legal

Ombudsman. Companies exist who may be competent to mediate in some disputes but you would need to obtain our express prior permission to use such a company. This doesn't apply to contacting the Legal Ombudsman, which you can do at any time. You can find out more about ADR online.

8. The Legal Ombudsman aims to resolve complaints and assist clients and their solicitors to reach a mutual agreement. There are time limits for submitting complaints to them:

- Within six months of receiving our final response.
- Six months after lodging your complaint with us, if you haven't received our final response.
- Within one year of the date of the act/ omission if you haven't previously complained, or one year from the date that you should've known you had a complaint to pursue and hadn't complained previously (if the act/ omission occurred more than one years ago).

The Legal Ombudsman won't accept complaints where the act or omission or date of awareness was before 6 October 2010. The Financial Ombudsman also aims to resolve complaints and assist clients and their solicitors to reach a mutual agreement. There are time limits for submitting complaints to them:

- Within six months of receiving our final response or summary resolution communication to the person who complained.
- Six months after lodging your complaint with us, if you haven't received our final response.
- Six years after the event complained of; or, if later, three years from the date on which the complainant became aware.

If your complaint is about your bill, you may have a right to apply to the court for an assessment under Part III of the Solicitors Act 1974. There are strict time limits applicable and you may wish to seek independent legal advice:

- Within one month from the date of invoice you have an unconditional right to a detailed assessment.
- After one month the Court may impose restrictions.
- After one year from the invoice date, you will lose the right to a detailed assessment, except in special circumstances.
- The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for such an assessment.

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## 11. Termination and Notice of the Right to Cancel

11.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs and the provisions set out in the Funding Agreement terms will apply to any notice of cancellation received by us from you.

11.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

3. If you, or we, decide that we will no longer act

for you, we will charge you for the work we have done and, where appropriate, will charge for work done and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

4. Should you decide to cancel your instructions with us, and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.
5. Notice of the right to Cancel – If you have not attended our offices in person, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter or Funding Agreement Terms (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you will still be required to pay for services supplied before the cancellation date.
6. If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically.

Please note that your right to cancel does not apply if we undertake work on your behalf with your prior consent, within the 14-day period.

## **12. Limitation of Liability**

12.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of Slater and Gordon. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of Slater and Gordon and not of an employee, member or consultant of Slater and Gordon. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of Slater and Gordon. This restriction will not operate to limit or exclude the liability of Slater and Gordon.

12.2 Subject to clause 12.7, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

12.3 Subject to clause 12.7, our liability for losses arising out of, or in connection with, our retainer (including the legal costs you incur in pursuing

recovery of the losses and any 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.

12.4 Subject to clause 12.7, 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. We could be affected by any limitation or exclusion of 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 clause 12.7, 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.
6. Subject to clause 12.7, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.

7. Nothing in these Terms of Business excludes or restricts:

- Liability below the minimum level of cover required by the SRA Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at the time of issue of these Terms (see 1.7 above) was £3 million for an LLP or limited company;
- Liability for death or personal injury caused by breach of duty;
- Liability for losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
- Liability for losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

8. 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.

### **13. Intellectual Property Rights**

13.1. We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, non-transferable, non-sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with your obligations we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

13.2. We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

### **14. Storage of Papers and Documents**

14.1. We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least seven years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

14.2. If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the anti-money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

### **15. Data Protection and Electronic Communication**

15.1. We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process and store your personal information has been provided. It also sets out your rights in respect of your personal information we process. We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email, please let us know.

2. We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise

with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

3. We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

4. If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this, you must let us know in writing.

### **16 Professional Indemnity Insurance**

16.1. We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority. Details of the insurers and territorial coverage are available for inspection at our registered office.

### **17. Tax Advice**

17.1. Unless you specifically instruct us to advise on tax planning, the advice we give will not include any consideration of, or advice concerning, the taxation implications or consequences of any course, or alternative course, of action and we will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

17.2. If you do specifically instruct us to advise on tax planning we will provide you with a separate estimate. We may be required by law to notify HM Revenue & Customs with details of any tax planning you receive, even though we have not ourselves provided you with the tax planning advice.

### **18. Regulation**

18.1. Slater and Gordon is authorised and regulated by the Solicitors' Regulation Authority (reference number 591058). The Solicitors Regulation Authority is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

18.2. Slater and Gordon is authorised and regulated by the Financial Conduct Authority ('FCA') (reference number 579176) for the purpose of insurance distribution activities (broadly, advising on, selling and the administration of insurance contracts), and we are included on a register maintained by the FCA. This register can be accessed via the FCA website (<http://www.fca.org.uk/firms/systems-reporting/register/>). The FCA is an independent body which operates under the Financial Services Act 2012 (and any subsequent amendments).

### **19. Equal Treatment**

19.1. We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

## **20. Rights of Third Parties**

20.1. Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

## **21. Severability and Good Faith**

21.1. If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

## **22. Non-Waiver**

22.1. Any failure by Slater and Gordon to insist upon strict performance of any of the Terms, or any failure or delay by Slater and Gordon to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of Slater and Gordon to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

## **23. Cyber Crime Alert**

23.1 Please be aware that we never send out important business information, such as our bank account details by email. Always speak to the lawyer dealing with your matter before transferring any money and be aware that a phishing email may contain a fraudulent telephone number for us. Accordingly, if you receive any communications confirming our bank account details or suggesting that our bank account details have changed, please contact us immediately via the number on our website or headed notepaper. Slater and Gordon will not accept any responsibility if you transfer any money into an incorrect bank account where you have acted on information which has not been provided by us.

23.2 Also, we will not ask you to advise of your bank account details by email. If you intend to inform us of your bank account details or change them at any point during the transaction, please advise us by telephone, post, fax or ideally in person rather than by email.

23.3 Please also be vigilant and ensure caution is exercised when opening any emails, attachments or links and when responding to any requests for personal or financial information which purport to come from us.

23.4 Finally, we advise you in the strongest terms to ensure that you have up to date and effective security software operating on your computer, ensuring that your passwords are changed periodically, kept secure and not passed to other persons who are not

authorised users of your computer system. This advice is highly pertinent in relation to your email server.

## **24. Electronic Communications**

24.1. You warrant that any electronic signature you provide to enter into these Terms of Business, the Engagement Letter and/or any funding agreement documentation is authentic to you and confirms the authenticity of both your signature and these Terms. Your signature is the means by which you consent to these Terms. You also agree that at our request you will co-operate with us by providing such certification as we may ask to verify the authenticity of your electronic signature, the Terms and your consent.

## **25. Governing Law and Jurisdiction**

25.1 These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts

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