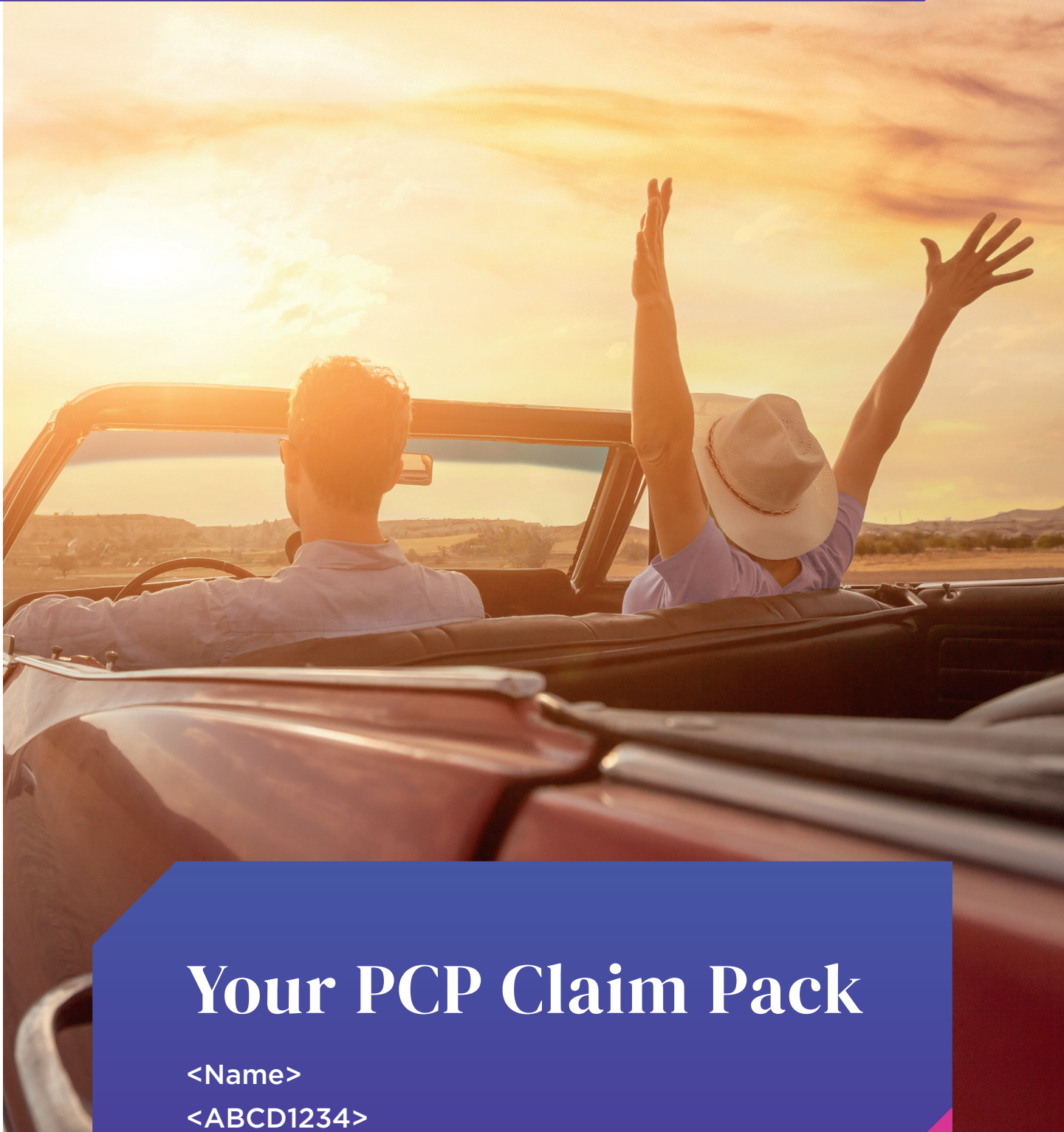




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Your PCP Claim Pack

<Name>

<ABCD1234>



<Mr A B Sample>
<Any Street>
<Any Place>
<Any Town>
<Any County>
<AB1 2CD>

Your Ref: <ABCD1234>
<Date>

Please answer the qualifying questions below by ticking the correct box:

1. Did the car dealership(s) tell you about the commission they would receive for arranging the finance to purchase your vehicle?

YES

NO

2. Have you already submitted a PCP claim for your vehicle(s)?

YES

NO

3. Are you currently in an IVA, bankruptcy or other debt management arrangement?

YES

NO

Please tick the boxes below and sign:

- I agree to the terms of the Engagement Letter, the Damages Based Agreement, Conditional Fee Agreement and Terms of Engagement included in the Client Care Pack.
- I have signed the Letter of Authority.
- I am aware that any misleading information provided in the Questionnaire may mean that I am liable for costs as set out in the Terms of Engagement.

<Full Name>

Your Signature: Date:



This Letter of Authority will be sent to your finance provider to inform it that you give BlueLion Claims authority to act on your behalf and to obtain any necessary documents, records and agreements that are necessary to progress your motor finance claim(s).

Lender's Name:	Lloyds
Your Name:	Mr Test Tester
Name at Time of Signing:	Mr Test Tester
Your Date of Birth (required):	02-08-82
Current Address:	139 Add1 Add2 Add3 Add4 PostCode
Address at Time of Signing:	139 Add1 Add2 Add3 Add4 PostCode
Email address:	
Telephone number:	

This authority relates to all information relating to all historic and live credit products arranged by, or held with, the Lender named above.

I have lawfully contracted with BlueLion Claims, trading name of BlueLion Law Limited (SRA ID 815166) (company no 12276560) and confirm that I have read and agreed to BlueLion Claims' Terms of Engagement and Letter of Authority. I confirm that BlueLion Claims is my third party appointed representative in respect of all complaints and claims, regardless of whether a complaint or claim was previously raised or lodged by a different third party or myself directly. Should my Lender be in receipt of any previous claim(s), then this form of authority is to take precedence over any previous claim(s) made by me or by a third party. Additionally, if any subsequent claims are made by any party, then this Form of Authority may only be revoked by myself in writing. Any subsequent requests for information received from any other party should not be actioned without further written confirmation from BlueLion Claims that it is no longer instructed on my behalf.

The commission paid to the broker by the Lender for arranging my car finance was not fully disclosed to me and I authorise BlueLion Claims as my sole representative to act on my behalf in respect of my claim(s) for compensation for mis-sold car finance and/or any other financial irregularities. Please do not treat this Letter of Authority in isolation as a complaint.

I authorise BlueLion Claims to access my credit report to confirm the lenders I had car finance with and substantiate my claim(s).

I authorise the Lender to accept any signatures on documents sent by BlueLion Claims, which have been obtained electronically.

I authorise BlueLion Claims or a third party used to conduct a credit report. I understand this will not affect my credit score. I agree for the results of this credit search to be shared with BlueLion Claims.

I further authorise BlueLion Claims to raise an information request to the Lender, by way of a Subject Access Request (SAR) pursuant to Article 15 of Regulation (EU) 2016/679 / section 45 of the Data Protection Act 2018 (UK GDPR) and/or to request information about add-on products financed under my credit agreement with the Lender.

I authorise the Lender to issue all communications and information relating to any claim and/or SAR to BlueLion Claims.

I expressly direct you to pay any redress or compensation due to me, directly to BlueLion Claims: Account number: 49940460, sort code: 30-65-41.

My authority to BlueLion Claims will continue indefinitely until I provide you with written withdrawal of such authorisation.

BlueLion Claims holds an equitable lien on funds recovered on my behalf pursuant to the Supreme Court case of Bott & Co Solicitors v Ryanair ([2022] UKSC 8)

Your Signature:	Datetime:	Ref:
<input type="text"/>	<input type="text"/>	<input type="text"/>



Please use the below section to list other addresses you've lived at in the past.

Previous Address 1:	
Previous Address 2:	
Previous Address 3:	
Previous Address 4:	
Previous Address 5:	
Previous Address 6:	
Previous Address 7:	
Previous Address 8:	



This is a 'Damages-Based Agreement' (**DBA**) within the meaning of section 58AA of the Courts and Legal Services Act 1990 and the Damages-Based Agreements Regulations 2013 (SI 2013/609) (**Regulations**).

This DBA is a binding legal contract between you and us, acting as your solicitors, and forms part of your PCP Claim Pack. Before you sign the PCP Claim Pack, please ensure you have read everything carefully.

You should also read the Terms of Engagement set out in the Claim Pack, which covers other key aspects of our relationship with you.

This DBA is entered into on the same date as the Engagement Letter is accepted by you and is entered into between:

You, the '**Client**': whose details are set out in the PCP Claim Pack; and

Us, the '**Solicitors**': BlueLion Law Limited, trading as BlueLion Claims, a firm of solicitors whose registered office is at The Centro Buildings, 20-23 Mandela Street, London NW1 ODU.

1. DEFINITIONS

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

"**Act**" means the Courts and Legal Services Act 1990.

"**Business Days**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Cancellation Period**" means the period between the date on which you sign the PCP Claim Pack and the date falling 14 days after the date on which you sign the PCP Claim Pack.

"**Claim**" means your claim(s) against the Opponent for redress arising out of a motor finance agreement taken out by you with the Opponent, as more particularly identified in the PCP Claim Pack.

"**Costs**" means the total of our time spent in respect of the Claim, referred to at Clause 6.1 (**Our Charges**) of this DBA.

"**Counsel's Fees**" means any fees charged by counsel which we instruct on your behalf in relation to the Claim. For the avoidance of doubt, Counsel's Fees are not "Expenses" as defined in this DBA.

"**CFA**" means conditional fee agreement.

"**DBA**" means damages-based agreement.

"**DBA Fee**" means that part of the Recovery Amount which you agree to pay us, and which is calculated in accordance with Clause 8 (**DBA Fee**) of this DBA.

"**Engagement Letter**" means the letter sent by us to you which accompanies the PCP Claim Pack and confirms that you agree to instruct us to act solely on your behalf in relation to the Claim under this DBA.

"**Expenses**" means any expenses or disbursements, including any fee for submitting a complaint to the Financial Ombudsman Service in your behalf (save for Counsel's Fees) incurred, or to be incurred, by us on your behalf in relation to the Claim.

"**Lien**" means our right to keep all papers, documents, money or other property held on your behalf in relation to the Claim until all money due to us is paid.

"**Lose**" or "**Lose the Claim**" means a situation where you do not Win the Claim.

"**Opponent**" means the party against which you pursue the Claim, sometimes referred to as the Lender.

"**PCP Claim Pack**" means the Engagement Letter, together with the schedules to that Engagement Letter, the accompanying letter of authority, questionnaire and form of cancellation notice.

"**Proceedings**" means any formal complaint or claim before the Financial Ombudsman Service, or under any Redress

Scheme, or mediation, or steps taken in contemplation of legal proceedings or mediation, in relation to the Claim, including all forms of alternative dispute resolution.

"**Recovery Amount**" means money, damages, or other financial benefit that you recover from the Opponent, or which is paid on behalf of the Opponent, or a third party, in part or full satisfaction of the Claim, whether as a result of a Settlement, compensation payment under a Redress Scheme, a complaint to the Financial Ombudsman Service or otherwise, and shall include interest.

"**Redress Scheme**" means any form of industry-wide compensation scheme established by the Financial Conduct Authority.

"**Settlement**" means an agreement between you and the Opponent in settlement of the Claim.

"**SRA**" means the Solicitors Regulation Authority.

"**SRA CMFR**" means the SRA Claims Management Fees Rules.

"**Terms of Engagement**" means our standard Terms of Engagement which are included as Schedule 3 of the PCP Claim Pack.

"**Win**" or "**Win the Claim**" means a situation where the Claim is decided in your favour by way of a determination under a Redress Scheme or an agreement with the Opponent which results in any Recovery Amount being paid or payable to you or your agent/representative, irrespective of whether any award of costs is made in favour of you.

"**we**", "**us**", "**our**" or "**ours**" means the Solicitors.

"**you**", "**your**" or "**yours**" means the Client.

2. INTERPRETATION

In this DBA:

- 2.1 All references to a statutory provision shall be construed as including references to any statutory modification consolidation or re-enactment (whether before or after today's date) for the time being in force;
- 2.2 All statutory instruments or orders made pursuant to it;
- 2.3 Any statutory provisions of which it is a consolidation re-enactment or modification;
- 2.4 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;
- 2.5 A reference to a Clause is a reference to a clause of this DBA;
- 2.6 Clause headings are for ease of reference only and shall not affect the construction of this DBA; and
- 2.7 Obligations at any time expressed to be made or assumed by more than one person are made and are to be construed as made by all such persons jointly and by each of them severally and obligations made or assumed by an individual shall be binding on and enforceable against his personal representatives.

3. OUR RESPONSIBILITIES

3.1 We confirm that we will:

- 3.1.1 always act in your best interests, subject to our duty to the Court and our professional duties as set by the SRA;
- 3.1.2 explain to you the risks and benefits of taking any action against your Opponent;
- 3.1.3 give you our best advice about whether to accept or reject any offer of Settlement; and
- 3.1.4 give you the best information possible about the likely costs of the Claim.



4 YOUR RESPONSIBILITIES

- 4.1 You confirm that you understand the importance of giving us all the facts relating to the Claim and of being honest with us.
- 4.2 You confirm that you will provide us with all information you have, or have access to, which could help us in progressing the Claim. This may include letters, documents and e-mails related to the Claim.
- 4.3 You acknowledge that our decision to enter into this DBA is based in part on the information that you have told us about yourself and about the Claim. You agree to tell us promptly if any of the information you have provided us is no longer true and accurate in all respects.
- 4.4 You acknowledge that we will need your full co-operation in order to progress the Claim and carry out our obligations under this DBA, and you agree that:
- 4.4.1 you will provide us with instructions that will allow us to do our work properly;
- 4.4.2 you will not ask us to act in an improper or unreasonable way;
- 4.4.3 you will not deliberately mislead us;
- 4.4.4. you will review and consider our advice and, act reasonably and commercially during the Proceedings;
- 4.4.5. you will promptly, diligently, in good faith provide all information, evidence and documents required by us in order to progress the Claim and to comply with all relevant legislation;
- 4.4.6. you will consult with us before making any contact with or having any discussion or correspondence with the Opponent or its lawyers concerning any aspect of the Claim;
- 4.4.7. you will not abandon, withdraw or discontinue the Claim without our knowledge;
- 4.4.8 you will not agree a Settlement in relation to the Claim (or any part of it) independently of us and/or without our knowledge or consent;
- 4.4.9 you will co-operate generally with us in the conduct of the Claim. In the event that we are unable to contact you within a reasonable period (within 21 days of an offer being made), we may accept an offer of settlement on your behalf only where you give this limited advance authority and only if we consider acting reasonably and in your best interests that the offer is made strictly pursuant to, and calculated in accordance with, the FCA's proposed industry-wide compensation scheme, does not involve any negotiated or discretionary reduction, and does not prioritise our entitlement to fees over your interests;
- 4.4.10 you will attend any pre-arranged appointment;
- 4.4.11 you will not enter into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of damages) without our agreement;
- 4.4.12 you will not enter into any new agreement concerning the Claim that does not acknowledge the enforceability of this DBA and our rights, including, but not limited to, entering into any other damages-based agreement, or engagement with another law firm or claims management company;
- 4.4.13 you will make prompt and full disclosure in writing if you become aware of any facts relating to the merits or otherwise of the Claim which you consider, acting reasonably, may impact the progress of the Claim; and
- 4.4.14 you will respond to any attempt by us to contact you and deal promptly with requests we make for authority, information, instruction or further requests, within 10 Business Days of such a request.
- 4.5 We are required to inform you that you are obliged to ensure that all hard copy and electronic documentation that may be relevant to the Claim are to be preserved and not destroyed, and by signing this DBA you agree to fulfil this obligation.

5 WHAT IS COVERED BY THIS DBA

- 5.1 This DBA covers all work undertaken by us from the date of this DBA in relation to, or incidental to, the Claim.
- 5.2 For the avoidance of doubt, "work" includes but is not limited to work undertaken on a pre-action basis where this relates to drafting letters, legal research, negotiation or mediation, applying for redress under any Redress Scheme, submitting a complaint to the Financial Ombudsman Service, dealing with third party funding, general work in respect of this DBA or any other retainer between us or negotiation in relation to your costs.
- 5.3 If it becomes necessary to issue Court proceedings in your Claim, this DBA will automatically end unless we consider that our continuance to act under a DBA is in your best interests. In the event of automatic termination of the DBA, you will not owe us any fees under this DBA unless and until your Claim succeeds. At that point, any work we have carried out for you under this DBA will be treated as work carried out under the Conditional Fee Agreement (CFA) that we will ask you to sign at the same time. The CFA will apply retrospectively to all work we have done on your Claim, and prospectively to all further work. This ensures that your liability for our charges will be the same as if we had acted under the CFA from the outset. We will provide you with a copy of the CFA before commencing Proceedings and we will not issue Proceedings without notifying you first of this intended course of action and providing you with a 14-day cancellation period.

6 OUR CHARGES

- 6.1 If you Win the Claim, we have agreed to charge you based on a percentage of the Recovery Amount or by way of a fixed fee as explained in Clause 8 (DBA Fee). The amount you will be required to pay us is the DBA Fee. How the DBA Fee is calculated is set out and described more fully in Clause 8 (DBA Fee). So long as we can secure a Win without the need to issue Court proceedings in your Claim, we have agreed that any Expenses payable should be included in the overall DBA Fee in accordance with the SRA CMFR, and guidance issued by the SRA on what we can charge.
- 6.2 If you Lose, you will not have to pay for any work we have undertaken on your behalf. However, there are certain circumstances where you may be required to pay our Costs, and these circumstances are set out in Clause 11 (Rights to Terminate).
- 6.3 We may pay a third party for introducing the case to us but this will not affect the amount of compensation you may receive. We also work with a third party funder that will receive fees or recoveries arising from your case as set out in Clause 8.6 of this DBA. This will not affect our independence in the conduct of your Claim nor the amount you receive. Further details of the funding arrangements can be provided upon request.

7 WHAT HAPPENS IF YOU WIN THE CLAIM

- 7.1 If you Win the Claim, you will pay us:
- 7.1.1 the DBA Fee, net of any Costs and any Counsel's Fees that have been paid or are payable by the Opponent by agreement or order; and
- 7.1.2 subject to Clauses 7.2 and 7.3 below, any Expenses incurred by us, net of any amount which has been paid or is payable by the Opponent by agreement or awarded as compensation pursuant to a Redress Scheme or an award by the Financial Ombudsman Service.
- 7.2 As regards Expenses, we do not expect to incur any Expenses on your behalf as we aim to secure a Win without having to commence Court proceedings. Subject to Clause 7.4 below, and Clause 11 (Rights to Terminate) we are prepared to act for you under this DBA on the basis that Expenses will not be charged in addition to the DBA Fee in accordance with the SRA CMFR and SRA guidance on what we can charge, provided that your Claim is resolved without the need for Court proceedings to be issued.



- 7.3 If Court proceedings become necessary, and subject to Clause 11 (Rights to Terminate), we have obtained third party funding which will enable us to fund Expenses on your behalf where this is permitted and necessary. If Court proceedings are issued and you Win, we shall seek to recover your Expenses and any adverse costs from your Opponent. In the event that you lose, such costs will be covered by an after-the-event insurance policy (ATE policy), subject to any contractual exclusions by the ATE provider.
- 7.4 If Court proceedings become necessary, and we agree to continue to represent you under this DBA (subject to your consent), then if during the course of the Claim an order for costs is made in your favour (interim or otherwise), by agreement or Court order, then we may have to bring the existence of this DBA to the attention of the Court. There remains some uncertainty in law as to whether you would be permitted to enforce the payment of such costs from your Opponent until the outcome of the Claim is known. You agree that if the Court permits the recovery of an interim costs award, that you will be liable for the said interim costs and that we may apply such costs in accordance with the Court's ruling and/or alternatively on account of your liability to pay the DBA Fee and/or Expenses if you win overall.
- 7.5 For the purpose of recovering Costs, Counsels' Fees and Expenses from your Opponent, they will be the amount agreed with your Opponent and/or ordered by the Court to be payable by the Opponent or calculated in accordance with any Court order. We will seek to recover from the Opponent the Costs, Counsels' Fees and Expenses incurred in the Claim.
- 7.6 If you Win the Claim and a costs order is made in your favour, and we and the Opponent cannot agree the amount of our Costs, Counsel's Fees and Expenses the Opponent will pay to you, the Court will decide how much you can recover from the Opponent. The amount agreed or allowed by the Court will be deducted from your liability for the DBA Fee and Expenses so that you only pay the DBA Fee net of any Costs and Counsel's Fees that have been paid or are payable by the Opponent and you only pay the Expenses, net of any Expenses paid or payable by the Opponent.
- 7.7 You agree that any Recovery Amount, interim costs, interest or any other payment made by or on behalf of the Opponent, its insurer or a third party will be paid directly to us and not to you. We will then deduct any monies due to us under this DBA and transfer the balance to you.

8 DBA FEE

- 8.1 The DBA Fee represents our fixed fee for the work we undertake in acting for you and in taking a financial risk in pursuing the Claim on your behalf including the fact that the Opponent is well resourced and likely to contest your claim. The amount of the DBA Fee due to us in the event that you Win the Claim will be dependent on the Recovery Amount paid by the Opponent and will be calculated in accordance with the table below. The DBA Fee shall be a percentage of the Recovery Amount, subject to a maximum fee charge, inclusive of VAT (at the prevailing rate) as set out below:

Compensation	DBA Fee Percentage	Maximum Fee Charge (including VAT)
1 - 1,499	30%	£504
1,500 - 9,999	28%	£3,000
10,000 - 24,999	25%	£6,000
25,000 - 49,999	20%	£9,000
50,000 or above	15%	£12,000

- 8.2 The above fees are fixed by the SRA CMFR. They include Expenses. However, under the SRA CMFR, the fixed fees do not apply to any charges for 'reserved legal activities' or for activities carried on in relation to actual or potential Court proceedings where the Proceedings become necessary. Accordingly, where Court proceedings become necessary to resolve your Claim, we reserve the right, and you agree, that we have the right to terminate and/or replace this DBA with an alternative form of fee arrangement called a 'conditional fee agreement' as referred to in Clause 5.3 above, the terms of which have been agreed between us and are referred to more particularly in the Engagement Letter, unless we consider that our continuance to act under a DBA is in your best interests.
- 8.3 VAT is included in the DBA Fee. VAT is also added to our Costs, Counsel's Fees and Expenses.
- 8.4 Pursuant to regulation 3(c) of the Damages Based Agreements Regulations (2013) Regulations, this DBA must specify the reason for setting the amount of the payment at the level agreed. The reason for setting the percentage as set out at Clause 8.1 above, is that this represents a reasonable reward for the work we undertake on your behalf in respect of the Claim, taking into account:
 - 8.4.1 the risk that you Lose the Claim, whereupon we will not recover any payment for the time spent by us;
 - 8.4.2 the risk that the Opponent will raise unforeseen issues in responding to the Claim;
 - 8.4.3 that certain legal issues in the Claim are untested in the English Courts;
 - 8.4.4 the fact that the Opponent is well resourced and likely to contest your Claim;
 - 8.4.5 the factual complexity of the Claim; and
 - 8.4.6 that we are required to adhere to a fee cap imposed by the SRA.
- 8.5 You agree that if you Win the Claim, the reasons for setting the DBA Fee at the amount stated may be disclosed to the Court and any other person as required by the Court.
- 8.6 We have agreed a fee sharing arrangement with other parties whereby we have agreed to pay them part of the DBA Fee based on fees / recoveries made by us in return for it providing funding through a special purpose vehicle to assist us in providing the necessary resources to pursue claims like yours. You agree that we may share information about you and the Claim with these parties, subject always to compliance by us with any necessary data protection legislation retaining all legal professional privilege that may attach to that information. Notwithstanding this fee share arrangement, the amount of the DBA Fee payable by you will not change.
- 8.7 If your Lender makes an offer of Compensation but you still owe money under the finance agreement, your Lender may use all or part of the Compensation to reduce or clear that debt (this is called 'set-off'). You may therefore receive little or no cash payment in hand.
- 8.8 Our DBA Fee is based on the total amount of Compensation awarded to you, whether it is paid directly to you, paid to us, or applied by the Lender to reduce your outstanding balance. This is because you have still received the benefit of that Compensation. Example 1: - If you are awarded £1,000 and you have no arrears, you will receive £700 after we deduct our £300 DBA Fee (plus VAT). Example 2:- If you are awarded £1,000 and you owe your lender £800, the Lender may apply £800 towards your balance and pay £200 in cash. Our £300 DBA Fee (plus VAT) will still be due, so we will deduct £200 from the cash you receive and you will be asked to pay the balance of £100 to us directly.



- 8.9 We highlight this point so you are clear; even if you do not receive a cash payment in hand, you remain liable to pay our DBA Fee because you have had the benefit of the Compensation through reduction of your debt.
- 9 WHAT HAPPENS IF YOU LOSE THE CLAIM**
- If you Lose, you will not have to pay for any work we have undertaken on your behalf. However, there are certain circumstances where you may be required to pay our Costs, and these circumstances are set out in Clause 11 (Rights to Terminate).
- 10 EXPENSES**
- If your Claim can be resolved without the need to issue Court proceedings, and you Win, Expenses will be included in the overall DBA Fee in accordance with the SRA CMFR and SRA guidance on what we can charge. If Court proceedings become necessary to resolve your Claim, then so long as the fee cap imposed by the SRA no longer applies (subject to Clause 11 (Rights to Terminate)), you will be liable to pay us Expenses but we will look to recover these from your Opponent and we will incept appropriate ATE where this is necessary to cover your Expenses if you Lose. Accordingly, provided you comply with the terms of this, DBA you will not be required to pay us for Expenses.
- 11 RIGHTS TO TERMINATE**
- 11.1 You may terminate this DBA during the Cancellation Period by notice in writing without giving any reasons for doing so and without any liability to us unless you gave us written authority to start work on your Claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed, and disbursements and expenses incurred, prior to you communicating the decision to cancel.
- 11.2 After the Cancellation Period, if either party wishes to terminate this DBA, it must do so by giving notice in writing to the other party stating their clear reasons for doing so. If you cancel within the Cancellation Period you will owe us nothing, unless:
- 11.2.1 your Lender has made an offer of Compensation during this period. In this case, we will be entitled to charge you our DBA Fee as set out in the Terms of Engagement; or
- 11.2.2 you gave us written authority to start work on your Claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed, and disbursements and expenses incurred, which is subject to a **cap of £300** (exclusive of VAT) representing two hours' work based on our hourly rate of £150, prior to you communicating the decision to cancel; or
- 11.2.3 if we must end it because you have not complied with your responsibilities as set out in Clause 11.3 below, you agree to pay us a reasonable amount for the work which has been performed, and disbursements and expenses incurred which is subject to a **cap of £300** (exclusive of VAT) representing two hours' work based on our hourly rate of £150. This capped fee is a genuine pre-estimate of the costs we incur in opening your file, conducting initial investigations, carrying out regulatory checks, and dealing with the Opponent during the early stages of your Claim. We consider this amount to be a fair reflection of the work done up to that point. In any event, we will send you an itemised invoice setting out the work we have carried out. If you dispute the fairness or reasonableness of this charge, you may apply to the Court for an independent assessment under section 70 of the Solicitors Act 1974.
- 11.3 In the event that:
- 11.3.1 you have failed to act reasonably;
- 11.3.2 you have failed to comply with your responsibilities or obligations as referred to in this DBA or the Engagement Letter;
- 11.3.3 you have rejected our opinion or advice about making or accepting an offer of Settlement;
- 11.3.4 we receive new information which causes us to consider that you are unlikely to Win the Claim;
- 11.3.5 it becomes necessary to issue Court proceedings in your Claim;
- 11.3.6 you become insolvent; or
- 11.3.7 you die and we decide to withdraw our services and terminate this DBA, then we may, at our discretion, require you to pay our Costs and any outstanding Expenses for the work carried out to the date of termination. If, following our termination of this DBA, you go on to Win the Claim, we may also, at our discretion, require you to pay us the DBA Fee. We will give credit against the DBA Fee for any Costs, and where relevant, Expenses, and Counsel's Fees paid by you under this DBA. You must notify us immediately in writing of any monies received and give irrecoverable instructions to any new solicitors to hold the DBA Fee on trust for us in a designated client account and to give us confirmation of the same. Where we terminate this DBA because it becomes necessary to issue Court proceedings in your Claim, we may replace this DBA with alternative form of fee arrangement called a 'conditional fee agreement' as set out in Clause 5.3 above, the terms of which have been agreed between us and are referred to more particularly in the Engagement Letter. In such a situation, the terms of that conditional fee agreement will govern the basis upon which we shall act for you in relation to the Claim.
- 11.4 You are free to terminate this DBA at any time. If you decide to terminate this DBA then, subject to Clause 11.5 below, you will be liable to pay immediately:
- 11.4.1 all Expenses incurred by us as at the date of termination;
- 11.4.2 any Counsel's Fees incurred by us as at the date of termination;
- 11.4.3 our Costs for the work carried out to the date of termination, calculated in accordance with Clause 6 (Our Charges), subject to a cap of £300 (exclusive of VAT) representing two hours' work based on our hourly rate of £150.
- 11.5 If, following termination by you of this DBA under Clause 11.4 above, you continue the Claim either in person or by instructing another law firm or claims management company (CMC):
- 11.5.1 you agree to keep us regularly informed of the progress of the Claim and you irrevocably agree to instruct any new solicitor or CMC to provide us with regular updates;
- 11.5.2 if you go on to Win the Claim, you will be liable to pay the DBA Fee, and on payment of the DBA Fee to us we will credit against the DBA Fee any Costs and Counsel's Fees, and where relevant, Expenses, paid by you pursuant to Clause 11.4 above and return any balance back to you; and
- 11.5.3 you must notify us immediately in writing of any monies received and give irrecoverable instructions to any new solicitors to hold the DBA Fee on trust for us in a designated client account and to give us confirmation of the same.
- 11.6 After this DBA ends, we may apply to have our name removed from the record of any Court proceedings in which we are acting unless you have another form of funding and ask us to work for you.
- 11.7 We have the right to preserve our Lien unless another solicitor working for you undertakes to pay us what we are owed including the DBA Fee if you Win the Claim.



12 ASSIGNMENT

You agree that we (including any third party funder as referred to in Clause 8.6 above) may assign the benefit of this DBA, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do the same. This does not affect your rights as the Client and this will not be on any more onerous terms to you. In this circumstance, you notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under this DBA to others. This DBA is personal to you and is not assignable by you except by your personal representatives.

13 COUNTERPARTS

This DBA may be signed in a number of counterparts and shall come into force once each party has signed such a counterpart in identical form and exchanged the same with the other party.

14 SEVERABILITY

- 14.1 If any Court or administrative body of competent jurisdiction including any new regulations or laws relating to damages-based agreements (which come into force after the date of this DBA) consider or result in any term or provision in this DBA, in whole or in part, to any extent, to be illegal, invalid or unenforceable, that term or provision or part shall, to that extent, be deemed not to form part of this DBA and the enforceability of the remainder of this DBA shall not be affected which shall remain in full force and effect.
- 14.2 If any term or provision of this DBA is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 14.3 The parties agree, in the circumstances referred to in Clause 14.1 above, to attempt to substitute or enter into a similar agreement (under the same or similar terms) for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or

unenforceable provision.

15 RIGHT TO APPLY FOR AN ASSESSMENT

- 15.1 As set out above, you may have the right to an assessment by the Court of the amount of the DBA Fee which is payable by you under this DBA, by making an application under section 70 of the Solicitors Act 1974. There are time limits for that application, including an absolute right to assessment if you apply to the Court within one month of delivery to you of the bill and a gradual reduction of the right the longer it is left thereafter.
- 15.2 We will inform you about any rights to assessment if asked. You are of course welcome to seek advice from another law firm about this, but such advice is beyond the scope of this DBA.

16 ENFORCEMENT

If your Opponent in the Claim fails to pay any of the damages and/or costs owed to you, we have the right to take recovery action in your name to enforce any judgment, order or agreement. The terms of the DBA do not apply to such work unless, in our discretion, we agree otherwise. We will agree separate remuneration terms with you in respect of this work should that be necessary.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This DBA and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this DBA or its subject matter.

I confirm that we have read, understood and accept the terms of this Agreement.

Signed by the Client

Your Signature: <input type="text"/>	Name: <input type="text"/>	Date: <input type="text"/>
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Signed by BlueLion Law Limited

Negar Yazdani
Managing Partner



This Conditional Fee Agreement (**CFA**) is a binding legal contract between you and us, acting as your solicitors, and forms part of your PCP Claim Pack. Before you sign the PCP Claim Pack, please read everything carefully. This CFA covers all work undertaken on your Claim since the date you first instructed us even if that date was earlier than the date we notified you that this CFA is deemed to take effect in relation to the Claim, as described in the Engagement Letter under the heading 'Our Fees - Conditional Fee Agreement'.

You should also read the Terms of Engagement which covers other key aspects of our relationship with you. Whilst those Terms of Engagement are a separate legal contract to this CFA they will also apply to the Claim. Where there is any inconsistency between the terms of this CFA and the Terms of Engagement, the terms of this CFA take precedence.

This CFA shall take effect on the date that we notify you that this CFA is deemed to take effect, as described in the Engagement Letter under the heading 'Our Fees - Conditional Fee Agreement'. This CFA is entered into between:

You, the **'Client'**: whose details are set out in the PCP Claim Pack; and

Us, the **'Solicitors'**: BlueLion Law Limited, trading as BlueLion Claims, a firm of solicitors whose registered office is at The Centro Buildings, 20-23 Mandela Street, London NW1 ODU.

1 DEFINITIONS

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

"Act" means the Courts and Legal Services Act 1990.

"ATE" means an after the event insurance policy.

"Basic Charges" means the amounts which we charge for the work we carry out on your Claim, charged at the normal hourly rates set out in Clause 7.1 (Our Charges), but not including the Success Fee.

"Business Days" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Claim" means your claim(s) against the Opponent for damages arising out of a motor finance agreement taken out by you with the Opponent.

"CFA" means Conditional Fee Agreement.

"CMC" means a Claims Management Company.

"Counsel's Fees" means any fees charged by counsel which we instruct on your behalf in relation to the Claim.

"Engagement Letter" means the letter sent by us to you confirming that you agree to instruct us to act on your behalf in relation to the Claim and attaching a copy of this CFA.

"Expenses" means any expenses or disbursements (including Counsel's Fees) incurred, or to be incurred, by us on your behalf in relation to the Claim, including but not limited to any expert's fees, investigation fees, Court fees, photocopying charges, travel expenses, search fees, translator fees, premiums in respect of any insurance taken out in connection with the Claim (usually referred to as 'after the event insurance') and any others expenses which we consider necessary for the progression of the Claim.

"FCA" means the Financial Conduct Authority.

"Interim Application" means an application for an order made in the course of proceedings which usually leads to an interim court hearing as opposed to the final trial.

"Lien" means our right to keep all papers, documents, money or other property held on your behalf in relation to the Claim until all money due to us is paid.

"Lose" or **"Lose the Claim"** means a situation where you do not Win the Claim.

"Opponent" means the party against which you pursue the Claim, which is usually the lender from which you obtained car finance.

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

"PCP Claim Pack" means the Engagement Letter, together with the schedules to that Engagement Letter, the accompanying letter of authority, questionnaire and form of cancellation notice.

"Proceedings" means any formal claim and any legal proceedings (whether issued at Court or not) or mediation, or steps taken in contemplation of legal proceedings or mediation, in relation to the Claim, including all forms of alternative dispute resolution.

"Recovery Amount" means money, damages, or other financial benefit that you recover from the Opponent, or which is paid on behalf of the Opponent, or a third party, in part or full satisfaction of the Claim, whether as a result of a Settlement, Court order, compensation payment or otherwise, and shall include interest.

"Redress Scheme" means any form of compensation scheme established by the Financial Conduct Authority.

"Regulations" means the Conditional Fee Agreements Order 2013.

"Settlement" means an agreement between you and the Opponent in settlement of the Claim.

"SRA" means the Solicitors Regulation Authority.

"Terms of Engagement" means our standard Terms of Engagement which are included as Schedule 3 in the PCP Claim Pack.

"Success Fee" means the percentage of our Basic Charges that you must pay if you Win the Claim as set out at Clause 9.1 (Success Fee). The Success Fee is not recoverable from your Opponent.

"Total Charges" means the total amount of our charges including our Basic Charges, Expenses and Success Fee.

"Win" or **"Win the Claim"** means a situation where the Claim is decided in your favour by way of a Court order or an agreement with the Opponent which results in any Recovery Amount being paid or payable to you or your agent/representative, irrespective of whether a costs order is made in favour of you.

2 INTERPRETATION

In this CFA:

- 2.1 All references to a statutory provision shall be construed as including references to:
 - 2.1.1 any statutory modification consolidation or re-enactment (whether before or after today's date) for the time being in force;
 - 2.1.2 all statutory instruments or orders made pursuant to it;
 - 2.1.3 any statutory provisions of which it is a consolidation re-enactment or modification;
- 2.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;
- 2.3 A reference to a Clause is a reference to a clause of this CFA;
- 2.4 Clause headings are for ease of reference only and shall not affect the construction of this CFA; and
- 2.5 Obligations at any time expressed to be made or assumed by more than one person are made and are to be construed as made by all such persons jointly and by each of them severally and obligations made or assumed by an individual shall be binding on and enforceable against his personal representatives.



3 OUR RESPONSIBILITIES

- 3.1 We confirm that we will:
 - 3.1.1 always act in your best interests, subject to our duty to the court and our professional duties as set by the SRA;
 - 3.1.2 explain to you the risks and benefits of taking legal action;
 - 3.1.3 give you our best advice about whether to accept or reject any offer of Settlement; and
 - 3.1.4 give you the best information possible about the likely costs of the Claim.

4 YOUR RESPONSIBILITIES

- 4.1 You confirm that you understand the importance of giving us all the facts relating to the Claim and of being honest with us.
- 4.2 You confirm that you will provide us with all information you have, or have access to, which could help us in progressing the Claim. This may include letters, documents and e-mails related to the Claim.
- 4.3 You acknowledge that our decision to enter into this CFA is based in part on the information that you have told us about yourself and about the Claim. You agree to tell us promptly if any of the information you have provided us is no longer true and accurate in all respects.
- 4.4 You acknowledge that we will need your full co-operation in order to progress the Claim and carry out our obligations under this CFA, and you agree that:
 - 4.5 You will provide us with instructions that will allow us to do our work properly;
 - 4.6 You will not ask us to act in an improper or unreasonable way;
 - 4.7 You will not deliberately mislead us;
 - 4.8 You will review and consider our advice and act reasonably and responsibly during the Proceedings;
 - 4.9 You will promptly, diligently and in good faith provide all information, evidence and documents required by us in order to progress the Claim and to comply with all relevant legislation and deal promptly with requests we make for authority, information, instruction or further requests, within 10 Business Days of such a request.
 - 4.9.1 you will consult with us before making any contact with or having any discussion or correspondence with the Opponent or its lawyers concerning any aspect of the Claim;
 - 4.9.2 you will not abandon, withdraw or discontinue the Claim without our knowledge;
 - 4.9.3 you will not agree a Settlement in relation to the Claim (or any part of it) independently of us and/or without our knowledge or consent;
 - 4.9.4 you will co-operate generally with us in the conduct of the Claim. In the event that we are unable to contact you within a reasonable period (within 21 days of an offer of settlement being made), we may accept an offer of settlement on your behalf acting reasonably and in your best interests, pursuant to the jurisprudence in this area of law.
 - 4.9.5 you will attend any pre-arranged appointment;
 - 4.9.6 you will not enter into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of damages) without our agreement;
 - 4.9.7 you will not enter into any new agreement concerning the Claim that does not acknowledge the enforceability of this CFA and our rights, including, but not limited to, entering into any other damages-based agreement/conditional fee agreement, or engagement with another law firm or claims management company; and

4.9.8 you will make prompt and full disclosure in writing if you become aware of any facts relating to the merits or otherwise of the Claim which you consider acting reasonably, may impact the progress of the Claim.

4.10 We are required to inform you that you are obliged to ensure that all hard copy and electronic documentation that may be relevant to the Claim are to be preserved and not destroyed, and by signing this CFA you agree to fulfil this obligation.

5 WHAT IS COVERED BY THIS CFA

- 5.1 Subject to Clause 6.1 (What is not covered by this CFA), this CFA covers all work undertaken by us in relation to, or incidental to, the Claim, including, but not limited to, all work carried out in relation to, or incidental to, the Claim on or before the date we notified you that this CFA is deemed to take effect in relation to the Claim, as described in the Engagement Letter under the heading 'Our Fees - Conditional Fee Agreement' .
- 5.2 For the avoidance of doubt, "work" includes but is not limited to work undertaken on a pre-action or post-action basis where this relates to drafting letters, legal research, provision of evidence, instructing counsel, drafting statements of case, dealing with disclosure, drafting witness statements, gathering expert evidence, investigations, dealing with interim hearings, case management conferences, expert reports, negotiation or mediation, applying for Insurance or third party funding, work in respect of this CFA or any other retainer between us and any detailed assessment or negotiation in relation to your costs.

6 WHAT IS NOT COVERED BY THIS CFA

- 6.1 This CFA is limited to the pursuit of the Claim. The following is not covered by this CFA:
 - 6.1.1 any claims or counterclaims that the Opponent may bring against you in relation to the Opponent's costs;
 - 6.1.2 any steps you may have to take to enforce any judgment or award or interim or final costs certificate to get the Opponent to pay you in the event that you Win the Claim, it will be at our discretion as to whether we wish to take those steps on your behalf under the terms of this CFA;
 - 6.1.3 any appeal that you wish to make against a judgment in relation to the Claim including any appeal relating to an interim application;
 - 6.1.4 any appeal the Opponent makes against a judgment in relation to the Claim including any appeal relating to an interim application; and
 - 6.1.5 any proceedings in respect of cost claims by the Opponent against you which may be covered by any ATE policy we take out on your behalf as our Client.

7 OUR CHARGES

7.1 Under this CFA our hourly rates are:

Grade of Fee Earner	Hourly rate	Including VAT
Senior Partner	£650	£780
Partner	£400	£480
Legal Associate	£256 to £385	£307.20-£462
Assistants and Paralegals	£150 to £215	£180 - £258
Consultant	£300	£360

7.2 We review the hourly rates from time to time, and we will notify you of any change in the rate in writing.



- 7.3 Our Basic Charges are calculated for each hour or tenth of an hour (one unit) engaged on the Claim. Routine letters, emails, telephone calls and telephone/text messages or other instant messages made or received will be charged as a minimum of one unit where they take one tenth of an hour (i.e. 6 minutes) or less to deal with. If they take longer than one tenth of an hour to deal with, they will be billed in units of 6 minutes rounded upwards to the nearest 6-minute unit.
- 8 WHAT HAPPENS IF YOU WIN THE CLAIM**
- 8.1 If you Win the Claim, you will pay us our Basic Charges, together with the Expenses and the Success Fee.
- 8.2 Normally, you are entitled to seek recovery of our Basic Charges and Expenses from the Opponent. If these cannot be agreed by the parties, the Court will decide how much can be recovered. It is unusual for the Court to order recovery of all of the costs claimed on assessment. If the amount agreed or allowed by the Court does not cover the full amount of our Basic Charges and Expenses, then you are not liable to pay the difference. The Success Fee cannot be recovered from the Opponent and remains payable by you.
- 8.3 If you Win the Claim, then we will seek payment of our Basic Charges and Expenses from the Opponent. We agree to limit our Basic Charges and Expenses to the sums recovered by way of Basic Charges and Expenses from the Opponent, so provided that you comply with the terms of this CFA, we will not deduct those sums from your damages. However, you will be liable to pay our Success Fee which we will deduct from your damages (i.e. the Recovery Amount). As explained in Clause 9.1 (Success Fee) below, the sums we deduct from your damages by way of our Success Fee are limited to sums equivalent to 40% plus VAT of what you receive by way of a Recovery Amount.
- 8.4 If you are successful in an Interim Application during the Claim and the Court orders the Opponent to pay the costs of that application, you will be liable for our Basic Charges relating to work carried out on the application, but you will only become liable to pay the Success Fee on those Basic Charges if you Win the Claim.
- 8.5 If the Opponent is ordered to pay some or all of your costs, interest can be claimed on the amounts due from the Opponent from the date of the award. We are entitled to keep this interest.
- 8.6 If the Opponent makes a Part 36 Offer (a formal settlement offer) which you reject on our or counsel's advice and you obtain judgment in your favour but for less than the Part 36 Offer, we will not add the Success Fee for work performed after the date of service of the Part 36 Offer. You will still be liable for our Basic Charges and Expenses.
- 8.7 If the Opponent makes a Part 36 Offer which you reject against ours or counsel's advice and you obtain judgment in your favour but for less than the Part 36 Offer, you will be liable for the Success Fee, as well as our Basic Charges and Expenses.
- 8.8 If the Opponent does not pay all or any of the Recovery Amount, Basic Charges, or Expenses owed to you, we have the right to take recovery action in your name to enforce any judgment, order or agreement. You agree to cooperate fully with us in any such recovery action. We will agree separate Terms of Engagement for such work if we do not agree to pursue such action pursuant to the terms of this Agreement (see Clause 6.1 (What is not covered by this CFA)).
- 8.9 You agree that any Recovery Amount, Basic Charges, Expenses, interim costs, interest or any other payment made by or on behalf of the Opponent, its insurer or a third party will be paid directly to us and not to you. We will then deduct any monies due to us under this CFA and transfer the balance to you.
- 9 SUCCESS FEE**
- 9.1 The Success Fee is set at 100% of our Basic Charges, but will be capped at a maximum of 40% plus VAT of what you receive by way of a Recovery Amount.
- 9.2 VAT will be added to the Success Fee. VAT is also added to our Basic Charges and Expenses.
- 9.3 The Success Fee percentage is a standard percentage that we charge in all claims such as your Claim and it does not necessarily reflect the level of risk in your Claim; but it is the only basis on which, as a commercial matter, we are prepared to undertake your Claim on a CFA. Subject to that, the reason for setting the percentage as set out at Clause 9.1, is that this represents a reasonable reward for the work we undertake on your behalf in respect of the Claim, taking into account:
- 9.3.1 the risk that you Lose the Claim, whereupon we will not recover any payment for the time spent by us;
- 9.3.2 the risk that the Opponent will raise unforeseen issues in responding to the Claim;
- 9.3.3 that certain legal issues in the Claim are untested in the English Courts;
- 9.3.4 the fact that the Opponent is well resourced and likely to contest your Claim;
- 9.3.5 the factual complexity of the Claim;
- 9.3.6 the legal complexity of the Claim. It is possible that your Claim may be subject to group litigation proceedings where a Court will be required to resolve the legal issues without recourse to a Redress Scheme;
- 9.3.7 the likely delay in the receipt of our Basic Charges; and
- 9.3.8 it would not be economically feasible for us to pursue your Claim without having the ability to charge a success fee at this level.
- 9.4 You agree that if you Win the Claim, the reasons for setting the Success Fee at the amount stated in this Agreement may be disclosed to the Court and any other person required by the Court.
- 9.5 We may pay a third party for introducing the case to us but this will not affect the amount of compensation you may receive. We also work with a third party funder that will receive fees or recoveries arising from your case in return for it providing funding through a special purpose vehicle to assist us in being able to provide the necessary resources to pursue claims like yours. This will not affect our independence in the conduct of your claim nor the amount you receive nor the Success Fee payable by you. Further details of this funding arrangement can be provided to you upon request. You agree that we may share information about you and the Claim with these parties, subject always to compliance by us with any necessary data protection legislation and retaining all legal professional privilege that may attach to that information.
- 9.6 If your Lender makes an offer of Compensation but you still owe money under the finance agreement, your Lender may use all or part of the Compensation to reduce or clear that debt (this is called 'set-off'). You may therefore receive little or no cash payment in hand. Our Success Fee is based on the total amount of Compensation awarded to you, whether it is paid directly to you, paid to us, or applied by the Lender to reduce your outstanding balance. This is because you have still received the benefit of that Compensation. Example 1 – If you are awarded £1,000 and you have no arrears, you will receive £700 after we deduct our £300 Success Fee (plus VAT). Example 2 – If you are awarded £1,000 and you owe your lender £800, the Lender may apply £800 towards your balance and pay £200 in cash. Our £300 Success Fee (plus VAT) will still be due, so we will deduct £200 from the cash you receive and you will be asked to pay the balance of £100 to us directly.
- 9.7 We highlight this point so you are clear; even if you do not receive a cash payment in hand, you remain liable to pay our Success Fee because you have had the benefit of the Compensation through reduction of your debt.



10 WHAT HAPPENS IF YOU LOSE THE CLAIM

- 10.1 If you Lose the Claim, you will not have to pay for any work we have undertaken on your behalf. However, there are certain circumstances where you may be required to pay our Basic Charges, Success Fee and/or Expenses, and these circumstances are set out in Clause 12 (Rights to Terminate).
- 10.2 In the event that you Lose the Claim and are required to pay the Opponent's costs, we will take out ATE to cover your potential liability for these costs. We will notify you before we take such a policy out and inform you if there are any costs associated with such policy.

11 EXPENSES

You are liable to pay us Expenses, but we will seek to recover these from your Opponent and we will incept appropriate ATE where this is necessary to cover your Expenses if you Lose the Claim. We have also obtained third party funding, at no cost to you, which will enable us to fund Expenses on your behalf where this is permitted and necessary. Accordingly, provided you comply with the terms of this CFA, you will not be required to pay us for Expenses.

12 RIGHTS TO TERMINATE

- 12.1 If either party to this Agreement wishes to terminate this CFA, it must do so by giving notice in writing to the other party stating their clear reasons for doing so.
- 12.2 In the event that:
- 12.2.1 you have failed to act reasonably;
- 12.2.2 you have failed to comply with your responsibilities or obligations as referred to in this CFA or the Engagement Letter;
- 12.2.3 you have rejected our opinion or advice about making or accepting an offer of Settlement;
- 12.2.4 you become insolvent; or
- 12.2.5 you die,
- and we decide to withdraw our services and terminate this CFA, then we may, at our discretion, require you to pay our Basic Charges and any outstanding Expenses for the work carried out to the date of termination. If, following our termination of this CFA, you go on to Win the Claim, we may also, at our discretion, require you to pay us the Success Fee. We will give credit against any sums already paid by you under this CFA. You must notify us immediately in writing of any monies received and give irrecoverable instructions to any new solicitors to hold our Basic Charges, Expenses and/or the Success Fee on trust for us in a designated client account and to give us confirmation of the same.
- 12.3 In the event of your death, we agree to continue to pursue your Claim subject to your Personal Representatives agreeing to instruct us under the terms of this CFA which they can ratify, or alternatively pursuant to a new agreement.
- 12.4 You are free to terminate this CFA at any time. If you decide to terminate this CFA then, subject to Clause 13 below, you will be liable to pay immediately:
- 12.4.1 all Expenses incurred by us as at the date of termination; and
- 12.4.2 our Basic Charges for the work carried out to the date of termination, calculated in accordance with Clause 7 (Our Charges).
- 12.5 If, following termination by you of this CFA, you continue the Claim either in person or by instructing another law firm or claims management company (CMC):
- 12.5.1 you agree to keep us regularly informed of the progress of the Claim and you irrevocably agree to instruct any new solicitor or CMC to provide us with regular updates;
- 12.5.2 if you go on to Win the Claim, you will be liable to pay the Success Fee, and on payment of the Success Fee to us we will give credit against any sums already paid by you under this CFA and return any balance back to you; and

- 12.5.3 you must notify us immediately in writing of any monies received and give irrecoverable instructions to any new solicitors to hold our Basic Charges, Expenses and/or the Success Fee on trust for us in a designated client account and to give us confirmation of the same.

13 WHAT HAPPENS AFTER THIS CFA ENDS

- 13.1 After this CFA ends, we may apply to have our name removed from the record of any Court proceedings in which we are acting unless you have another form of funding and ask us to work for you.
- 13.2 We have the right to preserve our Lien unless another solicitor working for you undertakes to pay us what we are owed including our Basic Charges, Expenses and the Success Fee if you Win the Claim.

14 ASSIGNMENT

You agree that we (including any third party funder as referred to in Clause 9.5 above) may assign the benefit of this CFA, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do this. This will not affect your rights as the Client and any such assignment will not be on any more onerous terms to you. In this circumstance, you will be notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under this CFA to others. This CFA is personal to you and is not assignable by you except by your personal representatives.

15 COUNTERPARTS

This CFA may be signed in a number of counterparts and shall come into force once each party has signed such a counterpart in identical form and exchanged the same with the other party.

16 SEVERABILITY

- 16.1 If any Court or administrative body of competent jurisdiction including any new regulations or laws relating to conditional fee agreements (which come into force after the date of this CFA) consider or result in any term or provision in this CFA, in whole or in part, to any extent, to be illegal, invalid or unenforceable, that term or provision or part shall, to that extent, be deemed not to form part of this CFA and the enforceability of the remainder of this CFA shall not be affected which shall remain in full force and effect.
- 16.2 If any term or provision of this CFA is so found to be invalid or unenforceable but would be valid or enforceable if some parts of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 16.3 The parties agree, in the circumstances referred to in Clause 16.1 above, to attempt to substitute or enter into a similar agreement (under the same or similar terms) for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

17 RIGHT TO APPLY FOR AN ASSESSMENT

- 17.1 You may have the right to an assessment by the Court of the amount of the Basic Charges and the Success Fee, which is payable by you under this CFA, by making an application under section 70 of the Solicitors Act 1974. There are time limits for that application, including an absolute right to assessment if you apply to the Court within one month of delivery to you of the bill and a gradual reduction of the right the longer it is left thereafter.
- 17.2 We will inform you about any rights to assessment if asked. You are of course welcome to seek advice from another law firm about this, but such advice is beyond the scope of this CFA.



18 ENFORCEMENT

If your Opponent in the Claim fails to pay any of the damages and/or costs owed to you, we have the right to take recovery action in your name to enforce any judgment, order or agreement. The terms of the CFA do not apply to such work unless in our discretion we agree otherwise. We will agree separate remuneration terms with you in respect of this work should that be necessary.

19 GOVERNING LAW AND JURISDICTION

- 19.1 This CFA and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this CFA or its subject matter.

I confirm that we have read, understood and accept the terms of this Agreement.

Signed by the Client

Your Signature: 	Name: 	Date:
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Signed by BlueLion Law Limited

**Negar Yazdani
Managing Partner**



1. Definitions and Interpretation

- 1.1 **“Agreement”** means the contractual relationship between you and us which you enter by providing your signature. This includes where you provide your signature electronically.
- 1.2 **“BlueLion Claims”** means BlueLion Law Limited. Any reference to ‘we’, ‘us’ or our in the Agreement shall be taken to be a reference to BlueLion Law Limited. **“Cancellation Period”** means 14 days following the date on which you provide your signature to the Claim Pack documents.
- 1.3 **“Claim(s)”** means a complaint or potential complaint against the Lender relating to (i) the failure to disclose commission charges, or other sums paid in connection with your Credit Product(s) and/or (ii) the failure to undertake sufficient affordability checks when arranging your Credit Product(s) and/or (iii) the mis sale of ancillary, or other products that were financed under your Credit Product(s) and/or (iv) any other unfair lending practices identified during the provision of services we provide to you.
- 1.4 **“Claims Services”** means the work we undertake to assess, prepare, submit and negotiate the Claim(s) with the Lender as outlined in Clause 2 of these Terms of Engagement.
- 1.5 **“Compensation”** means any sums offered, paid or given in in respect of a settlement / pursuant to the FCA’s proposed industry-wide compensation scheme, goodwill gesture, policy refund or rebate or any other payment associated with the Claim(s) including any interest payments and associated charges. For the avoidance of doubt, Compensation also includes any sums used to reduce any outstanding balances/debt.
- 1.6 **“Credit Product”** means a financial product allowing you to borrow money from a lender.
- 1.7 **“Credit Record Request”** means us reviewing your credit file to identify information about your Lenders and your Credit Products through either the submission of a soft credit check to credit reference agencies or a subject access request to the Lender. These requests will not adversely affect your credit rating.
- 1.8 **“DBA Fee”** means the amount you will have to pay us for our services as set out under Clause 5 below.
- 1.9 **“FOS”** means the Financial Ombudsman Service, which can review the Lender’s decision about your Claim(s).
- 1.10 **“FOS Representative Fees”** means £250 which is reduced to £75 if it upholds your complaint.
- 1.11 **“Lender”** means the party against which you pursue the Claim / your opponent.
- 1.12 **“Success Fee”** means the amount you will have to pay us for our services as set out in Clause 6 of these Terms of Engagement
- 1.13 **“you / your”** * means the account holder whose details are set out in the Letter of Authority and who has instructed us to act on their behalf.
- 1.14 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. Our Services:

- 2.1 Upon receiving your instructions, you authorise us to undertake a Credit Record Request / subject access request to identify the lenders with which you held car finance.
- 2.2 If we identify any other lenders you may have a Claim against as part of our investigations, you authorise us to pursue those Claims on your behalf.
- 2.3 Once we identify your car finance lender and we have substantiated your Claim, we will submit a Claim to your Lender.
- 2.4 Where your Lender does not provide a satisfactory outcome to your Claim, we will assess whether to submit your Claim to FOS and/or process your Claim by way of litigation where we consider such a Claim has a reasonable prospect of success.
- 2.5 You give your consent for us to apply your signature to a Letter of Authority and where applicable, the FOS complaint form in circumstances where we consider such a referral would benefit your Claim(s) and we will inform you of this in advance accordingly. Alternatively, you can refer your own Claim to the FOS directly.
- 2.6 We will not process the Claim(s) until we receive your instruction.
- 2.7 Once we receive your instruction, we will (a) undertake the Credit Record Request (through credit information service providers Valid8 IP Ltd, Checkboard Ltd and Valifi Ltd) to identify Lenders with which you held Credit Products and information about your Credit Products (b) submit a Claim(s) to a Lender(s), where we have all relevant information to do so and believe the Claim(s) has a reasonable prospect of success (c) where required, request additional information from you to substantiate your Claim(s) against a Lender(s); and/or (d) where required, request information from a Lender(s) or other relevant third parties about the Credit Product(s) you held.
- 2.8 We will use our reasonable endeavours to obtain Compensation for each Claim we pursue and will liaise and negotiate with the Lender on your behalf, as necessary to progress the Claim(s).
- 2.9 You understand that you have instructed us to request that the Lender investigates all Credit Products you hold/held with them under the instruction(s) provided, and that any successful Claim(s) will be subject to a DBA Fee(s) or a Success Fee(s).
- 2.10 By providing your instruction, you agree to us referring your Claim(s) to FOS, where we consider such referral would benefit your Claim(s). Where a Lender does not provide a satisfactory outcome to your Claim(s), your signature will be applied to a FOS Declaration Form which we will use to submit the Claim(s) to FOS where there is merit. Alternatively, we may refer you to a “not for profit” organisation, which will assist you in presenting your Claim(s) to FOS.
- 2.12 We will keep you updated throughout the Claim(s) and promptly notify you of the outcome of the Claim(s), including any offers of Compensation by the Lender(s).
- 2.13 We may outsource some elements of the Claims Services such as the administration of the Claim(s), taking and making of telephone calls and/or requesting documents from you, to a specialist supervised company. You agree for us to outsource elements of the Claim(s).
- 2.14 To ensure efficient claims processing, we adopt technology including AI within our claims management systems. By providing your instructions, you agree to use our technologies. Your data will be held in accordance with clause 15 below.



3. Our Responsibilities:

- 3.1 Always act in your best interests, subject to our regulatory duties.
- 3.2 Provide you with a reasonable standard of service, in line with your agreement with us.
- 3.3 Explain to you the risks and benefits of taking legal action.
- 3.4 Give you our best advice about whether to accept any offer of settlement. In the event that we are unable to contact you within a reasonable period (within 21 days of an offer being made), we may accept an offer of settlement on your behalf on the basis that we consider it is either within the confines of the FCA's proposed industry-wide compensation scheme / a fair and reasonable offer pursuant to the jurisprudence in this area of law.
- 3.5 Keep you updated on all developments throughout your Claim(s) and advise you of any important matters that could affect the outcome of your Claim(s).
- 3.6 Progress your Claim(s) as quickly and efficiently as we can.
- 3.7 We will use reasonable endeavours to keep safe any information or documents that you, the Lender or any third party send to us. We will not be responsible for any loss to you or any third party arising out of the loss of documents or information, including in transit either to or from us. Any additional protection that you require for lost documentation or information (for example photocopies and/or a Recorded Delivery service by Royal Mail) will be at your discretion and your expense.
- 3.8 We are required to verify your identity and address. By giving your instruction, you acknowledge that you are giving consent to us to undertake an electronic verification check, where this is required. This process may involve searches with credit reference, fraud prevention agencies and the electoral register, which will be recorded on, but will have no adverse effect on, your credit file. We, or your Lender, may also require you to supply identification documents to allow us to verify your identity and address and/or to progress your Claim(s).
- 3.9 We may refuse, at our discretion, to act for you without giving reason.
- 3.10 We will not be liable to you whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and by us, such as (but not limited to) loss of profits, loss of opportunity, loss of benefits or tax demands.
- 3.11 Our total liability to you in respect of all losses arising under or in connection with your Agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £3,000,000, being the minimum level of professional indemnity insurance we are required by the SRA to maintain.
- 3.12 Nothing in these Terms of Engagement shall limit or exclude our liability for (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (b) fraud or fraudulent misrepresentation or (c) breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.

4. Your Responsibilities:

By entering into this Agreement, you have chosen to ask only us to represent you. You acknowledge that you could pursue the Claim(s) yourself either directly with your Lender and through FOS, or where applicable, the FCA's proposed industry-wide compensation scheme free of charge.

You must:

- 4.1 Cooperate with us and provide clear and timely instructions that allow us to work on your case properly.
- 4.2 Go to any Court hearing when we ask you to.
- 4.3 Notify us of any change of contact details as soon as practicable.
- 4.4 Reply to our requests for information or documents in a timely fashion and no later than 10 business days from when such request is made.
- 4.5 Inform us promptly of any matters affecting the Claim(s) such as direct contact from the Lender to you and consult us before making any direct contact with or having any discussion or correspondence with the Lender concerning any aspect of the Claim(s).
- 4.6 Not abandon or discontinue the Claim(s) or any part of the Claim(s) against our advice.
- 4.7 Not settle the Claim(s) without our consent and without first cancelling this Agreement.
- 4.8 Confirm within a reasonable period (within 21 days of an offer being made) whether you wish to accept any offer to settle your Claim proposed by the Lender.
- 4.8 Give us the exclusive right to deal with the Claim(s) and not enter into any new agreement, orally or in writing, with any other person(s) in respect of the Claim(s).
- 4.9 Observe good faith in all your dealings with us, disclosing all relevant information.
- 4.10 Provide us with all reasonable assistance to recover costs from your Lender.

You must not:

- 4.7 Attempt to mislead us, your Lender, or the Court.
- 4.8 Ask us to work in an improper or unreasonable way or cause or contribute to a conflict of interest that would prevent us from continuing to act in the Claim(s).
- 4.9 If you fail to honour your Responsibilities, we shall be entitled to terminate the Agreement and the payment circumstances in Clause 7 shall become effective.
- 4.10 By entering into this Agreement, you agree to (a) provide us with all information and documents which are relevant to the Claim(s), including but not limited to Credit Agreements, letters, documents and e-mails. You agree to provide Instruction for us to request any information required to substantiate the Claim(s) from the Lender, by way of a subject access request or by any other method.



4.11 You understand that upon receipt of your Claim(s) and/or if your Lender finds that your Credit Product was unaffordable, your Lender may freeze and/or reduce your credit limit. Where your Credit Product finances a vehicle, your Lender may seek the return of the vehicle, as part of their resolution to your Claim, if your repayment amounts to date do not exceed the value of the initial Credit Product.

5. Compensation, Fees and Charges under a DBA

5.1 You acknowledge that any approximate value of Compensation given to you is an estimate only. The success of any Claim(s) depends on your individual circumstances and / or the proposed industry-wide consumer redress scheme.

5.2 If we are not successful in obtaining an offer of Compensation then you owe us nothing, providing that you comply with your responsibilities in Clause 4 above.

5.3 Under the terms of the DBA, if we are successful in obtaining a reasonable offer of, or payment of Compensation, then our DBA Fee will be calculated on the basis of the value of any Compensation offered or obtained for you for each individual Credit Product. The table below sets out the DBA Fee percentage applicable to each band of Compensation, and the maximum total DBA Fee for each band:

Compensation	DBA Fee Percentage (not including VAT)	Maximum Fee (not including VAT)	Maximum Fee (including VAT)
£1 - £1,499	30%	£420	£504
£1,500 - £9,999	28%	£2,500	£3,000
£10,000 - £24,999	25%	£5,000	£6,000
£25,000 - £49,999	20%	£7,500	£9,000
£50,000 or more	15%	£10,000	£12,000

5.4 The DBA Fee percentages and amounts in the table above are inclusive of VAT, which is charged at the prevailing statutory rate.

5.5 We provide an estimate of our DBA Fee and VAT based on different Compensation values in the table below. The Compensation you are offered will vary based on the value and duration of your Credit Product and may exceed these estimates. Please note that if your Claim(s) is referred to FOS as a complaint, it will charge a representative's fee of £250 (as set out above) which is reduced to £75 if it upholds your complaint. This fee will be borne by us.

Compensation	DBA Fee (not including VAT)	VAT
£1,000	£300	£60
£3,000	£840	£168
£5,000	£1,400	£280

5.6 We have set our DBA Fee at the rates provided in Clause 5.3 on the basis that (i) we will not be paid unless your Claim is successful and therefore will bear the significant risk that we will not recover any payment for the time spent by us on your Claim; the amount of the DBA Fee is dependent on the amount of Compensation offered; (iii) your Claim may be subject to the temporary complaint handling rules of the FCA meaning that there may be a delay between us undertaking the work and receiving our DBA Fee; and (iv) the fee cap imposed by our regulator, the Solicitors Regulation Authority (SRA).

5.7 For the avoidance of doubt, if you receive an offer of Compensation from your Lender, which we advise you is reasonable, and you reject that reasonable offer, or refuse to sign any acceptance from the Lender, an amount equal to the DBA Fee will still be payable by you to us even though you would not receive any Compensation yourself as you have rejected that reasonable offer.

5.8 If your Lender requires you to sign an acceptance form, or otherwise accept their offer of Compensation, we will contact you to make you aware of this and provide details of the offer of Compensation. If you do not reject your Lender's offer of Compensation within 21 days, we will assume that you have accepted the offer of Compensation and we may accept the offer of Compensation on your behalf.

5.9 If Compensation is paid to you as a result of the proposed industry-wide consumer redress scheme (a 'scheme'), our DBA Fee will still be payable to us on consideration of our work in respect of your Claim(s). You agree to direct your Lender to make any Compensation paid under a scheme directly to us. If the Lender offers or pays Compensation due under a scheme to you directly, you agree to notify us immediately (no later than seven days) and to provide the details we need to calculate the DBA Fee.

5.10 In entering this Agreement with us, you have agreed for all Compensation to be paid directly to us and agree that we shall deduct the DBA Fee before paying the balance of Compensation to you. Before deducting our DBA Fee from any Compensation received, we will send an invoice to you which details the amount due to us and the balance of Compensation due to you. All funds will be held in our client account in accordance with the rules of the SRA.

5.11 For the avoidance of doubt, where you have more than one Agreement with us that results in a successful Claim, we may deduct from any Compensation paid, the DBA Fee in respect of each of the Claims from the Compensation received for any one of those Claims. This may mean that Compensation paid as a result of the Agreement is used to offset a DBA Fee that is due in respect of another claim you have with us.

5.12 Payment of the DBA Fee becomes due at the point that either we or you are informed of an offer of Compensation and it is payable from the date on which we or you receive the Compensation. If the Lender offers or pays Compensation to you directly, you agree to notify us immediately (no later than seven days) and provide the details we need to calculate the DBA Fee. We will then send you a bill for our services which is payable within 7 days.

5.13 Compensation may be used by a Lender to reduce any outstanding debt that you owe a Lender and you understand that our DBA Fee will be payable based on the total amount of calculated Compensation even if the Lender does not pay the whole sum of the Compensation to you.



- 5.14 Your Compensation may be applied as part of your bankruptcy estate, insolvency asset, or other debt arrangement and your Compensation may not be paid directly to you. If Compensation is paid directly by the Lender to an Insolvency Practitioner or the Official Receiver, and you do not receive any Compensation, you will not be liable for our DBA Fee.
- 5.15 If you fail to pay the DBA Fee due and payable in accordance with the Agreement, we reserve the right to cancel all other active Claims.
- 5.16 We reserve the right to charge for costs incurred in recovering unpaid DBA Fees where an offer or payment of Compensation is made from a Lender to you.
- 5.17 You agree to provide us with your bank details by a secure method to enable us to pay you your Compensation, less our DBA Fee.
- 5.18 We will take reasonable steps to ensure you receive any money due to you. If you do not provide your bank details within 12 months of us receiving your Compensation, or a cheque we issue to you is not cashed within 12 months of the issue date and we do not receive any contact from you, we will close your file and you agree for us to pay the outstanding monies to a charity of our choice in line with the SRA's Accounts Rules.
- 5.19 Our Agreement shall remain in effect until all Claims where a DBA Fee is payable have been settled in full.

6. Compensation, Fees and Charges under a CFA

- 6.1 If we are not successful in obtaining an offer of Compensation then you owe us nothing, providing that you comply with your responsibilities above.
- 6.2 If we are successful in obtaining an offer of Compensation, you will pay us our Basic Charges, together with the Expenses and the Success Fee, upon the terms set out in the CFA. Under the terms of the CFA our London-based hourly rates, including VAT, are:

Grade of Fee Earner	Hourly rate	Including VAT
Senior Partner	£650	£780
Partner	£400	480
Legal Associate	£256 to £385	£310 - £460
Assistants and Paralegals	£150 to £215	£180 - £258
Consultant	£300	£360

- 6.3 We review the hourly rates from time to time, and we will notify you of any change in the rate in writing. Our Basic Charges are calculated for each hour or tenth of an hour (one unit) engaged on the Claim. Routine letters, emails, telephone calls and telephone/text messages or other instant messages made or received will be charged as a minimum of one unit where they take one tenth of an hour (i.e. 6 minutes) or less to deal with. If they take longer than one tenth of an hour to deal with, they will be billed in units of 6 minutes rounded upwards to the nearest 6-minute unit.
- 6.4 The Success Fee is set at 100% of our Basic Charges but will be capped at a maximum of 40% plus VAT of what you receive by way of a Recovery Amount. VAT will be added to the Success Fee. VAT is also added to our Basic Charges and Expenses. Please see further clauses 5.7 to 5.19 above in respect of how the Success Fee is implemented in practice and in accordance with the SRA's Guidelines.

7. Payments

- 7.1 By signing the Agreement, you provide us with irrevocable instructions to request that all third parties shall make payments directly to us which would otherwise be due to you. Out of that money, you agree to let us take the appropriate balance of the DBA Fee or the Success Fee, as applicable. You will take the rest subject to the deduction of disbursements incurred on your behalf.
- 7.2 If you or we receive an interim payment in respect of damages, you agree that we may take an appropriate pro-rata payment in respect of the DBA Fee or Success Fee, as applicable, together with a reasonable amount in respect of disbursements already incurred or anticipated.

8. What happens if you do not recover any payment in respect of your Claim(s)?

If you do not recover any payment in respect of your Claim(s), you do not have to pay us anything, unless you have not complied with your responsibilities as set out under Clause 4 of the Agreement.

9. Cancellation and Assignment

- 9.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days ("cooling off period") without giving any reason and at no charge to you. You must notify us of your intention to cancel by using the cancellation notice in your Client Pack and sending it by post or e-mail to BlueLion Claims, The Centro Buildings, 20-23 Mandela Street, London NW1 0DU / negaryazdani@bluelionlaw.co.uk. By providing your signature to us, you expressly request that we commence the services immediately and prior to the end of the cooling-off period. You further acknowledge that by providing your signature to us that your right to a 14-day cooling off period is waived if your Claim has been processed by the Lender and an offer of Compensation has been made within this 14-day period.
- 9.2 Upon receiving your request for cancellation, we will cancel your Claim(s) on our system and inform your Lender that you have withdrawn your instruction, but you will be required to contact your Lender(s) to request it also cancels the Claim(s).
- 9.3 You further acknowledge that by providing your signature to us, that your right to a 14-day cooling off period is waived if your Claim has been processed by the Lender and an offer of Compensation has been made within this 14-day period. In the event that you cancel this Agreement during the Cancellation Period, you also agree to pay us any expenses we have incurred on your behalf during that period plus VAT on those expenses.



- 9.4 We may at our sole discretion cancel this Agreement at any time but we must act reasonably in taking such a decision. We will promptly notify you if we decide to cancel this Agreement together with the reasons for doing so.
- 9.5 We (including any third party funder as referred to in the DBA / CFA above) may assign the benefit of this Agreement, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do this. This will not affect your rights as the Client and will not be on any more onerous terms to you. In this circumstance, you will be notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under this Agreement to others. This Agreement is personal to you and is not assignable by you except by your personal representatives.
- 9.6 You can cancel this Agreement for no charge if we are in breach of our obligations to you under this Agreement. You must inform us in writing either by email or post that you believe we are in breach of our obligations and state what you believe those breaches are.
- 9.7 Upon receipt of the cancellation notice, you will be informed by us of the charges you are liable for, if any, up to the date of cancellation. We may keep all documents and papers whilst there is still money owed to us for our fees. Such documents and papers will continue to be stored in accordance with our Privacy Policy on our website referred to in clause 15 of these Terms of Engagement.
- 9.8 Under the DBA and the CFA, we have agreed to act on your behalf without payment unless you receive payment in respect of your Claim(s). We are potentially therefore acting for you without payment for our services and we can therefore end the Agreement if we consider that you are unlikely to recover any payment in respect of your Claim(s). You do not have to pay us anything apart from any expenses we have incurred on your behalf plus VAT on those disbursements or expenses payable by you to us immediately upon cancellation of this contract. For further information on what the disbursements and expenses consist of, please see clause 10.1 of the DBA and clause 11 of the CFA.
- 9.9. We can end the DBA or the CFA if you do not comply with your Responsibilities as set out in Clause 4 of these Terms of Engagement. In those circumstances. If we do so after the Cancellation Period because you do not keep to your responsibilities, you agree you will pay us our charges calculated based on our hourly rate.
- 9.10 In the event that you cancel the DBA or the CFA outside of the Cancellation Period or we have no option but to terminate the DBA or CFA due to you providing misleading or inaccurate information or if you have breached a term of the DBA or CFA or these Terms of Engagement, then you are liable for our fees which are further set out in clause 11 of the DBA (a maximum of £300 excluding VAT) and clause 12 of the CFA .
- 10. What happens if you die before you Win**
- 10.1 If you were to die before you Win your Claim(s), the default position will be that, subject to the provisions below, the DBA / CFA will continue to exist and will not be terminated. We will, however, be able to elect to terminate the DBA / CFA if we do so within a reasonable period of learning of your death.
- 10.2 If the Personal Representative of your estate gives instructions to us to pursue the claim on behalf of your estate, and if they accept legal services from us for a period of seven days or more, then unless they indicate otherwise, they will be deemed to have: (i) adopted the Agreement as if they had always been a party to it and as if they had always had joint and several liability under it; and (ii) adopted the Agreement as being their own agreement for all incurred costs and costs yet to be incurred.
- 10.3 If the Personal Representative of your estate is unable or unwilling to adopt the DBA / CFA in accordance with the provisions above, then we will be at liberty to end the DBA /CFA on the grounds of non-compliance with the obligations set out in Clause 4 and this will attract the payment consequences in this Clause 9.10.
- 11. What happens after the Agreement ends?**
- We have the right to preserve our lien over any property of yours (including your full file of relevant documents) in our possession unless and until any money owed to us under the DBA or the CFA (as set out more fully in Clause 9.10 above) is paid in full. This means we can keep your papers until you pay us in full.
- 12. Other Information**
- 12.1 The services to be provided by us are legal services. The Financial Conduct Authority has now formally announced its industry-wide motor finance redress scheme. We will keep you updated as to the operation and progress of the Scheme so we can provide you with accurate and timely information about how it applies to your Claim(s) and the expected timescales for any compensation payments.
- 12.2 We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts (www.fca.org.uk/register). This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA.
- 12.3 We are not authorised to give investment advice. If such advice is required, it should be provided by a person authorised by the FCA. We are authorised to carry out only a limited range of activities relating to investments incidental to the provision of our legal services. Details of these can be provided on request. Complaints and redress mechanisms for any such activities performed by us are provided through the SRA and the Legal Ombudsman.
- 12.4 Unless we are engaged expressly by you to give tax advice, we will assume you have your own tax adviser and our services will not include any tax advice in relation to any matter.
- 12.5 If a barrister is instructed pursuant to a CFA, their fees will be included within the DBA Fee as an Expense provided that the barrister agrees to act under a separate CFA with this firm or as otherwise agreed by us.
- 12.6 Whilst the day-to-day handling of your matter may be conducted by different fee earners the person having overall responsibility for the provision of our legal services to you is Negar Yazdani.
- 12.7 In the event that any term, condition or provision of these Terms of Engagement is held to be a violation of any applicable law



or statute or regulation, the same shall be deemed to be deleted from these Terms of Engagement and shall be of no force and effect and these Terms of Engagement shall remain in full force and effect as if such term, condition or provision had not originally been contained in these Terms of Engagement.

- 12.8 To be effective (and unless the Court orders otherwise), any variation of or supplement to these Terms of Engagement must be made in writing (but need not be contained in this document).
- 12.9 You expressly approve the DBA Fee / Success Fee in full. Similarly, all expenses incurred under the DBA / CFA are incurred with your express and/ or implied consent. In respect of the CFA, it has been explained to you that this means that any (if possible) assessment of the Success Fee will proceed on the indemnity basis and on the assumption that the amount of the Success Fee and/or expenses are reasonable in amount, pursuant to Civil Procedure Rules 46.9(3).
- 12.10 These Terms of Engagement do not require an actual signature such may be implied from correspondence.
- 12.11 We (including any third party funder as referred to in Clause 9.5 of the CFA / clause 12 of the DBA above) may assign the benefit of the CFA / DBA, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do this. This will not affect your rights as the Client and will not be on any more onerous terms to you. In this circumstance, you will be notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under the CFA / DBA to others. This CFA / DBA is personal to you and is not assignable by you except by your personal representatives. The benefits of any ATE policy taken out on your behalf may also be assigned to a third party funder. By signing the DBA / CFA and accepting these Terms of Engagement, you confirm your acknowledgement of such assignment(s).
- 12.12 We may, at any time, modify these Terms of Engagement and our Privacy Policy and we will provide you with notice of the same.

13. Anti-Money Laundering Requirements

- 13.1 Under The Money Laundering Regulations 2017 (MLR) and The Proceeds of Crime Act 2002 (POCA) all law firm employees and partners are required to report any knowledge or suspicion of money laundering or client involvement in the proceeds of crime to the National Crime Agency (NCA). Proceeds of crime have no lower limit and could mean cash income you have earned which has not been disclosed to the Inland Revenue, or the welfare benefits agency.
- 13.2 With regard to MLR, unless prior written agreement has been obtained, our policy is not to accept cash payments in excess of £1,500. If you ignore this policy by depositing larger sums of cash, we reserve the right to charge you for any additional checks we determine are necessary to prove the source of the funds.
- 13.3 Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 13.4 We are required to conduct certain anti-money laundering checks to comply with our regulatory obligations which may include a PEP and sanctions check and a soft credit search.

14. Client Care and Complaint Handling

- 14.1 We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of service you have received, please contact Rebecca Riches. If you need to speak to anyone else you can contact Negar Yazdani, the Managing Partner at negar.yazdani@bluelionlaw.co.uk.
- 14.2 We are subject to a professional Code of Conduct, which can be obtained from the SRA or from their website (www.sra.org.uk/consumers).
- 14.3 Our complaints procedure is available by email or post upon request. We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can contact them (0300 5550333, enquiries@legalombudsman.org.uk, PO Box 6167, Slough SL1 0EH, or at www.legalombudsman.org.uk). The Legal Ombudsman investigates complaints about service issues with lawyers. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of your final response to you.
- 14.4 Our professional indemnity insurance is with Bridgehaven Specialty UK Limited (policy no P10809425) and we can provide you with a copy of the policy on request.

15. Data Protection

In accordance with the General Data Protection Regulation 2018, we may use (and you consent to the use of) your personal information together with other information: to provide legal services, marketing, administration and training and for sharing with third parties (including third party funders, related companies, associates and services providers we may engage from time to time). Some of these entities may be based outside of England and Wales. Any providers we use are bound by confidentiality agreements to protect your information.

16. Client Care Standards

We operate a system throughout our offices of insisting our staff meet certain standards regarding client care. As part of our quality control procedures, files are reviewed periodically by approved professional bodies and by signing this Agreement you are confirming your consent to such reviews.

17. Fee Sharing and Introduction

- 17.1 If you were introduced to us by a third party, we may have entered arrangements with that third party to pay them a referral fee. Different arrangements exist with different introducers, however, the maximum we pay the third party is 50% of the DBA Fee or the Success Fee, as applicable.. This fee does not have any additional effect on you and on the fees you must pay us, and we remain independent solicitors with a duty to you alone. As set out at Clause 12.11 of these Terms of Engagement, we work with litigation funders and we would be happy to give you further information about the fee payable in your case on request.
- 17.2 We may also keep your information for a reasonable period to contact you about our services and third party services but will do so by your preferred method, and you may decide at any time that you no longer wish to be contacted. If you give us information



about another individual for business purposes, you do so on the basis that the individual has agreed and has consented to the processing of his or her personal data including sensitive personal data.

18. Retention of File

Upon conclusion, we will provide you with written notification of how long we will retain the file of papers and during that period you are free to request retrieval of the file at any time although we may use an off-site location for archiving and we do ask you to allow us a period of 14 days from the date of your request to comply with your file retrieval request.

19. Communication

You agree that we may correspond with you by email and that we may send you our final invoice by this method. You acknowledge that that electronic communication carries with it the possibility of inadvertent misdirection, interception, or non-delivery of confidential material. Please let us know in writing if you do not want to receive any correspondence from us on your matter by email.

20. Confidentiality

We are under a strict professional duty of confidentiality to you. The only exceptions to this are when you authorise us to disclose information, we are required to make a disclosure under applicable regulations/legislation or we are otherwise required to do so by law.

21. Governing Law and Jurisdiction

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





You have the right to cancel your agreement with us free of charge within 14 days following the date on which you provide your signature to us (Cancellation Period) without giving any reason.

If you cancel within the Cancellation Period: You will owe us nothing, unless (a) your lender has made an offer of compensation during this period. In this case, we will be entitled to charge you our DBA Fee as set out in the Terms of Engagement or (b) you gave us written authority to start work on your claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed as set out in the DBA, and any disbursements and expenses incurred, prior to you communicating the decision to cancel.

If you request to cancel after the Cancellation Period: Our agreement will remain in effect and our DBA Fee will remain payable for any offer of Compensation that has been made by your lender up to the date of your cancellation, or that is made by your lender after your cancellation.

Please refer to our Terms of Engagement for full details of our cancellation procedures and our DBA Fee.

If you wish to cancel our agreement, you may use the form below or send any cancellation notice in a clear statement to us at BlueLion Claims, The Centro Buildings, 20–23 Mandela Street, London NW1 ODU or by email to contactus@bluelionclaims.co.uk, quoting your case reference number.

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

To: BlueLion Claims, The Centro Buildings, 20–23 Mandela Street, London NW1 ODU

I hereby give notice that I wish to cancel my contract for the supply of services provided by BlueLion Law Limited as set out in the Terms of Engagement provided to me.

Your name:

Your address:

Claim reference(s):

Your signature:

Date:



You have the right to cancel your agreement with us free of charge within 14 days following the date on which you provide your signature to us (Cancellation Period) without giving any reason.

If you cancel within the Cancellation Period: You will owe us nothing, unless (a) your lender has made an offer of compensation during this period. In this case, we will be entitled to charge you our Success Fee as set out in the Terms of Engagement or (b) you gave us written authority to start work on your claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed as set out in the CFA, and disbursements and expenses incurred, prior to you communicating the decision to cancel.

If you request to cancel after the Cancellation Period: Our agreement will remain in effect and our Success Fee will remain payable for any offer of Compensation that has been made by your lender up to the date of your cancellation, or that is made by your lender after your cancellation.

Please refer to our Terms of Engagement for full details of our cancellation procedures and our Success Fee.

If you wish to cancel our agreement, you may use the form below or send any cancellation notice in a clear statement to us at BlueLion Claims, The Centro Buildings, 20–23 Mandela Street, London NW1 ODU or by email to contactus@bluelionclaims.co.uk, quoting your case reference number.

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CFA

To: BlueLion Claims, The Centro Buildings, 20–23 Mandela Street, London NW1 ODU

I hereby give notice that I wish to cancel my contract for the supply of services provided by BlueLion Law Limited as set out in the Terms of Engagement provided to me.

Your name:

Your address:

Claim reference(s):

Your signature:

Date:



Contact us

Reclaim what is due to you - Contact us today:

Call: +44 20 8153 0033

Email: contactus@bluelionclaims.co.uk

www.bluelionclaims.co.uk



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