Contingency Fee Agreement: Pre-Issue of Proceedings

This agreement is a legally binding contract between you and Sentinel Legal Limited (Company Number 12826774)

Agreement Date

We, the solicitors, Sentinel Legal Limited,

You, the client

What is covered by this agreement

Your Claim(s) or potential Claim(s) against the Motor Finance Lender/Financial Ombudsman Services Scheme directly and/or through the Financial Ombudsman Service relating to;

(i) the failure to disclose commission charges, or other sums paid in connection with your Credit Product and/or

(ii) the failure to undertake sufficient affordability and/ or creditworthiness checks when arranging Your Credit Product and/or

(iii) any other unfair lending practices identified during the provision of our Claims Services.

What is not covered by this agreement

If the need for Issuing legal proceedings arises and any work following the issue of proceedings.

Paying us

If you receive compensation (which means that an agreement is reached that money is paid to you by anyone) you pay us the lower of:

(a) the maximum percentage rate of charge with reference to the redress awarded for the claim, or

(b) the maximum total charge

as per the redress table below:

Band	Redress awarded for a claim (£)	The maximum percentage rate of charge	The maximum total charge (£)
1	1-1,499	30%	420
2	1,500 – 9,999	28%	2,500
3	10,000 – 24,999	25%	5,000
4	25,000 – 49,999	20%	7,500
5	50,000 or above	15%	10,000

This figure **does not** include VAT at the standard rate, currently 20%.

Example

Award: £1499.00

Total fee due would be 30% of £1499.00 capped at £420 plus VAT at 20%

30% of £1499.00 = £449.70 (capped at £420.00)

VAT (20% of £420.00) = £84.00

Total fee due to Sentinel with VAT at 20% (£420.00 + £84.00) = £504.00

Amount due to you (£1499.00 - £504.00) = £995.00

If your case is unsuccessful, you do not pay us anything.

If you end the agreement before the case is concluded, you are liable to pay our costs at the rates set out below. With letters and telephone calls charged at the appropriate proportion of the hourly rate. All of these figures include VAT at the standard rate of 20%.

− £472 including VAT per hour for a partner with over 8 years post qualified experience.
− £416 including VAT per hour for a solicitor with over 4 years of post qualified experience.
− £350 including VAT per hour for other Solicitors, Legal Executives and Litigation Executives with less than 4 years post qualified experience.
− £255 including VAT per hour Trainee Solicitors, paralegals, and other fee earners.

For what happens if we end the agreement before the case is concluded, please refer to paragraph 5.

You do not need to use a law firm or claims management company to make a claim about hidden commissions on your car finance.

You can make a complaint yourself for free. The Financial Ombudsman Service (FOS) may be able to help you.

1. Our responsibilities

- We must always act in your best interests in pursuing your claim for damages and obtaining for you the best possible results, subject to our regulatory obligations
- we must give you our best advice about whether to accept any offer of settlement.

2. Your responsibilities

- you must give us clear instructions which allow us to do our work properly
- you must not ask us to work in an improper or unreasonable way
- you must not deliberately mislead us
- you must co-operate with us when asked
- you will not exaggerate any part of your claim
- you must not enter/have entered into any other agreements such as collective proceedings (e.g. Competitions Appeal Agreements), CFAs or DBAs with any other firm, and acknowledge this agreement supersedes all agreements entered into regarding this matter

3. What happens if you win?

If you win (which means that an agreement is reached that any money is paid to you by anyone), you pay us our share of any money and our share of the value of any non-cash benefits. You agree that we may receive the money your opponent has to pay. If your opponent refuses to accept our receipt, you will pay the cheque you receive into a joint bank account in your name and ours. Out of the money you agree to let us take our share of the money and our share of the value of the non-cash benefits, you take the rest.

4. What happens if you lose?

If you lose, you do not have to pay us anything.

5. What happens if the agreement ends before the case itself ends?

You can end the agreement at any time. You are then liable to pay us our costs incurred up to the date you end the agreement calculated at the hourly rate, set out above under 'Paying us'.

We can end the agreement if you do not keep to your responsibilities in paragraph 2. You are then liable to pay us our costs incurred up to the date the agreement ends, calculated at the hourly rate.

We can end the agreement if we believe that you are unlikely to win and you disagree with us. You do not have to pay us anything.

We can end the agreement if you reject our opinion about making a settlement with your opponent.

You are then liable to pay us our costs incurred up to the date the agreement ends, calculated on the hourly rate (unless your damages are 20% more than the offer we advised you to accept in which case you do not have to pay us anything).

6. What happens after the agreement ends?

We have the right to preserve a lien over any property of yours in our possession unless any money owed to us under this agreement is paid in full. This means we can keep your papers until you pay us in full.

7. Confidentiality

If Your case requires litigation or disbursement funding and/or is indemnified by a legal expenses insurance policy or requires support from outsourcing providers; including but not limited to expert witnesses, the funder, insurer, outsourcing providers, and expert witnesses involved in your case, may seek access to your data for the delivery of their services or audit and monitoring purposes.

We may be required to provide information and allow audit in accordance with the terms of agreements with these providers. If you refuse consent the providers may be unwilling to provide assistance for your case. You agree to sharing your data with such third parties for such purposes, whether based in the UK or elsewhere.

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

8. Costs

This agreement expressly permits the solicitors to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the matter and expressly permits payment of such sum.

This part of this agreement is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9 (2) and (3).

This agreement is a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974.

9. Independent Advice

If you have any doubts at all concerning the contents of this agreement then please take independent legal advice BEFORE signing it.

Signed for the solicitors

Sentinel Legal
…………………………………………

Signed by the client

………………………………………………

Sentinel Legal Ltd
Harley House
29 Cambray Place
Cheltenham
GL50 1JN

Your fee agreements explained

A plain-English guide to the three documents you are being asked to sign

When you instruct us to handle your motor finance claim, we ask you to sign three short documents at the same time. This guide explains, in plain English, what each one is for and why all three are needed.

The three documents

1. Contingency Fee Agreement. This covers our work on your claim before any court proceedings are issued. It governs the early stages of preparing, submitting and negotiating your claim. Our fee is taken from any compensation you receive at this stage, capped according to the redress band shown in the agreement.

2. Conditional Fee Agreement. This covers our work if your claim has to go to court. It only takes effect if proceedings are issued. Different rules apply to court work, which is why a separate agreement is needed.

3. Bridging Agreement. This is the short document that links the other two. Its job is to make sure that, at any point in your case, exactly one of the two fee agreements applies to the work being done, and that you are never charged twice for the same work.

Why three documents and not one

The law treats pre-court work and court work as two different categories, governed by two different sets of rules. A single agreement is not allowed to cover both. The Contingency Fee Agreement is the correct form for pre-court work. The Conditional Fee Agreement is the correct form for court work. The Bridging Agreement is what allows your case to move smoothly from one to the other if it ever needs to.

What the Bridging Agreement actually does

If court proceedings are ever issued in your case, the Bridging Agreement does two things automatically:

- The Contingency Fee Agreement is treated as if it had never been in place.
- The Conditional Fee Agreement is treated as if it had been in place from the very start of your matter.

This means there is always exactly one valid agreement covering all of our work on your case, and you are never charged under both.

In practice

The Conditional Fee Agreement is therefore likely to be the agreement that governs the bulk of our work on your case. The Bridging Agreement is what allows the transition from one to the other to happen cleanly, without you needing to sign anything further at the point proceedings are issued.

Your rights

- You do not have to use a law firm to bring a motor finance complaint. You can complain to your lender directly, free of charge, and the Financial Ombudsman Service may be able to help you.
- You have 14 days from signing to cancel any of these agreements without giving a reason.
- You are entitled to take independent legal advice before signing.
- If you are unsure about anything in any of the three agreements, please contact us before signing and we will talk it through with you.

This guide is a summary only. The full terms are set out in the three agreements themselves, which take precedence if anything appears to differ.

Notice of the Right to cancel

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, [Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the attached model cancellation form, but it is not obligatory.

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

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

In the case of sales contracts in which we have not offered to collect the goods in the event of cancellation we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation Form

To: Sentinel Legal, Harley House, 29 Cambray Place, Cheltenham, England, GL50 1JN.

Email to: cancel@sentinellegal.co.uk

I/We hereby give notice that I/We cancel my/our contract of sale for the supply of the following service, motor finance mis-selling claim handling services.

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

Definitions and interpretation

a. “Agreement” means the contractual relationship between You and Us which You enter into by providing Your signature or verbal agreement. This includes where You provide Your signature electronically.

b. “Claim(s)”’means any Claim(s) or potential Claim(s) against the Lender relating to (i) the failure to disclose commission charges, or other sums paid in connection with your Credit Product and/or ii) the failure to undertake sufficient affordability and/ or creditworthiness checks when arranging Your Credit Product and/or iii) any other unfair lending practices identified during the provision of our services.

c. ‘‘Services” means the work We undertake to prepare, submit and negotiate the Claim(s) to/with the Lender,

d. “Compensation” means any sums offered, paid or given in respect of a settlement, goodwill gesture, policy refund, balance reduction, 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.

e. “Credit Product” means a financial product allowing You to borrow money from a Lender. This includes, but is not limited to Credit Cards, Store Cards, Loans and Car Finance.

f.“FSCS” means Financial Services Compensation Scheme.

g. “FOS” means the Financial Ombudsman Service, who can review the Lender’s decision about Your Claim(s).

h. “Instruction” means You authorising Us to act on your behalf by providing Your signature. This includes where You provide Your signature electronically or provide your verbal agreement.

i. “Lender” means the business, for example the Lender, Credit Provider or Broker, who was responsible for the arrangement of the Credit Product. This includes any representative or affiliate of the Lender.

j. “You/Your” means the Account/Policy Holder whose details are set out in the Letter of Authority and who has Instructed Us to act on their behalf.

k. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

Bridging Agreement

This agreement is a legally binding contract between Sentinel Legal Ltd and

Whereas the parties have entered into a contingency fee agreement of even date which is annexed to this agreement and marked A and whereas the parties have entered into a conditional fee agreement of even date annexed to this agreement and marked B.

It is agreed that in the event of proceedings being issued in relation to any of the matters mentioned in either of these two Agreements, then the Contingency Fee Agreement shall be deemed to be void *ab initio,* that is from the beginning, and the Conditional Fee Agreement shall be deemed to have always been in place.

In consideration for entering into this agreement Sentinel Legal Ltd shall pay the sum of 1p the receipt of which is hereby acknowledged by

This agreement is a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974

Signed for the solicitors

Sentinel Legal

…………………………………………

Signed by the client

………………………………………………

Sentinel Legal Ltd
Harley House
29 Cambray Place
Cheltenham
GL50 1JN

Notice of the Right to cancel

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, [Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the attached model cancellation form, but it is not obligatory.

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

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

In the case of sales contracts in which we have not offered to collect the goods in the event of cancellation we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation form

To: Sentinel Legal, Harley House, 29 Cambray Place, Cheltenham, England, GL50 1JN.

Email to: cancel@sentinellegal.co.uk

I/We herby give notice that I/We cancel my/our contract of sale for the supply of the following service, motor finance mis selling

Claim handling and ongoing litigation.

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

Conditional Fee Agreement ('CFA')

This agreement is a binding legal contract between you and Sentinel Legal Limited. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Schedules and the Conditions attached.

We**,** the solicitors, Sentinel Legal Limited of Harley House, 29 Cambray Place, Cheltenham, GL50 1JN

You
of
the client

What is covered by this agreement?

- Your claim against your car finance lender and/or broker in relation to your vehicle/s for which you were sold into a finance agreement by your car finance lender and/or broker
- Any application for pre-action or non-party disclosure.
- Any appeal by your opponent.
- Any appeal you make against an interim order or an assessment of costs.
- Any proceedings you take to enforce a judgment, order or agreement.
- Negotiations about and/or a court assessment of the costs of this claim.
- Any advocacy by us.
- Representation by a barrister at a hearing

What is not covered by this agreement

- Any counterclaim against you.
- Any appeal you make, or any appeal made by your opponent, against the final judgment or order.

Paying us if you win

If you win your claim, you pay our basic charges, our expenses and disbursements and a success fee together with the premium for any insurance you take out. You are entitled to seek recovery from your opponent of part or all of our basic charges and our expenses and disbursements, but not the success fee or any insurance premium.

The overall amount we will charge you for our basic charges, success fees, expenses and disbursements is limited as set out in Schedule 2 below.

There will also be an admin charge of £30.00 (inclusive of any applicable VAT) to deal with the processing of any money recovered in addition to the 40% fee.

You agree that any damages due to you from your opponent shall be payable to us and you agree that we may deduct from your damages any insurance premium and any costs, expenses and disbursements including the success fee due to us and if we ask you to you will sign a form of authority allowing us to do this.

It may be that your opponent makes a formal offer to settle your claim which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than or equal to that offer. If this happens, we will not add our success fee to the basic charges.

In these circumstances, you will be ordered to pay your opponent's costs.

Insurance has been taken out on your behalf to cover any such order to pay your opponent's costs and we will advise you about that below, this is known as After-the-Event Insurance.

Expenses and Disbursements

If you receive interim damages, we may require you to pay our expenses and disbursements at that point and a reasonable amount for our future expenses and disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges, our expenses and disbursements and success fee at that point.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

What do I pay if I lose?

If you lose, you do not pay our charges but we may require you to pay our expenses and disbursements.

You will also be ordered to pay your opponent's costs from 21 days after we received notice of the offer of payment if you fail to beat a Part 36 offer made by your opponent in the circumstances as set out above. Technically you will have won the claim but risk getting no award at all and in some circumstances, you will be ordered to pay the other side's costs from 21 days after we received notice of the offer of payment and if these exceed the amount of damages awarded you will be out of pocket. We have discussed with you the obtaining of insurance to cover this risk. See below.

After The Event (ATE) Insurance

You hereby grant authority for us to enter into an ATE Insurance policy with the ATE Insurer on your behalf for the purposes of meeting your liability for certain amounts that you may be liable to pay in connection with the Claim, including any adverse costs where you lose the claim.

We shall have no interest in the ATE Insurance policy. We will pay for any insurance premium for which you are immediately liable. If you win the Claim, except in respect of some limited categories of claim, you are not entitled to seek recovery of the insurance premium from the opponent and will be liable for any deferred insurance premium which shall be paid by way of a deduction from any damages.

You confirm that you have checked that no suitable alternative such as a legal expenses policy exists on the likes of car insurance, home insurance, or any other insurance policy or credit cards. This also includes the likes of trade union memberships, if applicable.
By signing this agreement, you further confirm your authority for us to claim for any liabilities owed by you on the policy and if necessary, pursue legal action against said ATE Insurer in the event of a conflict regarding the same.

You further confirm your authority for any monies paid by said insurer to be paid to us to allow us to discharge any liabilities/monies owed by you to the relevant parties, on your behalf.

The Success Fee

The success fee is set out in Schedule 1.

Basic Charges

Details of our basic charges are set out in Schedule 2.

Ending this agreement

If you have a right to cancel this agreement under Schedule 3 (see below), and do so within the 14 day time limit, you will pay nothing. Otherwise, if you end this agreement before you win or lose, you pay our basic charges and expenses and disbursements. If you go on to win, you also pay a success fee.

We may end this agreement before you win or lose, with the consequences set out in the Conditions.

You do not need to use a law firm or claims management company to make a claim about hidden commissions on your car finance.

You can make a complaint yourself for free. The Financial Ombudsman Service (FOS) may be able to help you.

Confidentiality

If your case requires litigation or disbursement funding and/or is indemnified by a legal expenses insurance policy or requires support from outsourcing providers; including but not limited to expert witnesses, the funder, insurer, outsourcing providers, and expert witnesses involved in your case, may seek access to your data for the delivery of their services or audit and monitoring purposes.

We may be required to provide information and allow audit in accordance with the terms of agreements with these providers. If you refuse consent the providers may be unwilling to provide assistance for your case. You agree to sharing your data with such third parties for such purposes, whether based in the UK or elsewhere.

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

Other points

Definitions of words used in this conditional fee agreement are explained in the attached Conditions.

You have the right to cancel this agreement in the circumstances set out in Schedule 3.

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

As above, you have chosen to take out an insurance policy against the risk of paying expenses and disbursements (but not our charges) if you lose, or some or all of your opponent's costs even if you win. You will be responsible for paying the insurance premium for this if you win. If you lose the premium is not payable. Full details are contained in the insurance policy documents.

Any insurance premium will be payable by you in addition to the cap of 40% of your damages.

The parties acknowledge and agree that this agreement is a Contentious Business Agreement within the terms of the Solicitors Act 1974.

<u>Section 74 Solicitors Act 1974 agreement</u>

This agreement expressly permits the solicitors to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and expressly permits payment of such sum.

This part of this agreement is made under section 74(3) of the Solicitors Act 1974 and Civil Procedure Rules 46.9 (2) and (3).

In so far as any costs or disbursements are of an unusual nature or amount these costs might not be recovered from the other party.

Signatures

Sentinel Legal

Signed by the solicitor: ……………………………………………….

Signed by the client: ………………………………………………….

Dated: ……………………………………………………………………

Note: We are not bound to act on a conditional fee basis until both you and we have signed this agreement.

Schedule 1

Success Fee

The success fee is set at 100% of our basic charges.

The success fee percentage reflects all the relevant factors as they reasonably appear to us on the date that this conditional fee agreement is entered in to, including, but not limited to:

(a) the fact that if you lose, we will not earn anything
(b) any other appropriate matters
(c) the fact that if you win we will not be paid our basic charges until the end of the claim
(d) our arrangements with you about paying expenses and disbursements.
(e) the arrangements about payment of our costs if your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than, or equal to, that offer or payment.

The Success Fee cannot be more than 100% of the basic charges in total.

Cap on the amount of Success Fee which you will pay us in the event of Success in proceedings at first instance

There is no maximum limit on the amount of the success fee which we can recover from you, except that it must not exceed 100% of our basic charges as set out above. In other words there is no restriction on the percentage of damages that we may deduct by way of a success fee but we have agreed with you to limit this to 40% including VAT.

You have the right to apply to the court for assessment of our costs, including our success fee.

Rule 46.9(4) of the Civil Procedure Rules reads:

"(4) Where the court is considering a percentage increase on the application of the client, the court will have regard to all the relevant factors as they reasonably appeared to the solicitor or counsel when the conditional fee agreement was entered into or varied."

If there is anything that you wish to discuss concerning this rule, or indeed anything else about the success fee, please contact us before signing this conditional fee agreement.

Schedule 2

Basic Charges

Basic charges are also known as base costs and solicitor and own client costs.

You have the right to assessment under the procedure set out in sections 70, 71 and 72 of the Solicitors' Act 1974.

These are for work done from now until this agreement ends.

How we calculate our basic charges

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

- £472 including VAT per hour for a partner with over 8 years post qualified experience

- £416 including VAT per hour for a solicitor with over 4 years of post qualified experience.

- £350 including VAT per hour for other Solicitors, Legal Executives and Litigation Executives with less than 4 years post qualified experience.

- £255 including VAT per hour Trainee Solicitors, paralegals, and other fee earners.

The above is inclusive of VAT, currently 20%.

Overall cap on your liability for costs

We will limit the total amount of charges, success fee, expenses and disbursements, inclusive of VAT, **but not including any After-the-Event insurance premium**, payable by you to a maximum of 40% including VAT of the damages you receive **over and above any costs which we recover from the other side**.

For the avoidance of doubt, you must pay any After-the-Event insurance premium on top of the 40%

You agree that in addition to the above costs we are entitled to charge you any and all additional costs awarded by the court or agreed with the other party arising from our matching or beating our Part 36 offer on costs under section 55 Legal Aid, Sentencing and Punishment of Offenders Act 2012 or CPR 36. You also agree that we are entitled to any interest recovered from the other party on costs.

This agreement creates a liability on you to pay such sums to us.

We will not know how much we will recover from the other side until the case ends, but you are liable for those costs IN ADDITION to a maximum of 40%, inclusive of VAT, of your damages. This is known as The Underwoods Method. At the end of the matter we will send you a detailed breakdown of our charges, showing the amount of:

- charges;
- success fee;
- expenses and disbursements;
- VAT;
- the final success fee percentage uplift on basic charges;

In addition to the cap, you are liable to pay any insurance premium.

Schedule 3

Notice of the Right to Cancel

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Sentinel Legal Limited, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). Contact details:

Address: Harley House, 29 Cambray Place, Cheltenham, England, GL50 1JN

Telephone number: 0161 528 9544

Email Address: Cancel@sentinellegal.co.uk

You may use the attached model cancellation form, but it is not obligatory.

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

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us.

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) if earlier, 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

In the case of sales contracts in which we have not offered to collect the goods in the event of cancellation we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract

Cancellation Form

To Sentinel Legal Ltd, Harley House, 29 Cambray Place, Cheltenham, England, GL50 1JN:

I/We herby give notice that I/We cancel my/our contract for the supply of the following service, motor finance mis – selling claim.

Full Name(s)	
Full Address	
Telephone Number	
Emails Address	
Signature	
Date	

Conditions

The Conditions below are part of this agreement. You should read the conditions carefully and ask us about anything you find unclear.

Our responsibilities

We must:

- always act in your best interests, subject to our duty to the court
- explain to you the risks and benefits of taking legal action
- give you our best advice about whether to accept any offer of settlement
- give you the best information possible about the likely costs of your claim.

Your responsibilities

You must:

- give us instructions that allow us to do our work properly
- not ask us to work in an improper or unreasonable way
- not deliberately mislead us
- co-operate with us
- go to any court hearing or meeting you are required to
- not exaggerate any part of your claim.
- you must not enter/have entered into any other agreements such as collective proceedings (e.g. Competitions Appeal Agreements), CFAs or DBAs with any other firm, and acknowledge this agreement supersedes all agreements entered into regarding this matter

Dealing with costs if you win

- Subject to any overall cap agreed with you, you are liable to pay all our basic charges, our expenses and disbursements and any success fee up to any maximum limit, together with the premium of any insurance policy you take out.

- Normally, you can claim part of our basic charges and our expenses and disbursements from your opponent. You provide us with your irrevocable agreement to pursue such a claim on your behalf. However, you cannot claim from your opponent any success fee or the premium of any insurance policy you take out.

- If we and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and our expenses and disbursements, then you pay the difference up to any maximum agreed with you.

- You, not your opponent, pay any success fee and any insurance premium.

- If your opponent is receiving Community Legal Service funding, we are unlikely to get any money from him or her. So if this happens, you have to pay us our basic charges, expenses and disbursements and any success fee.

We are allowed to keep any interest your opponent pays on the charges.

You agree to pay into a designated account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the balance of the basic charges and any success fee and any insurance premium and our remaining expenses and disbursements, and VAT.

You take the rest.

If your opponent fails to pay monies due to you

If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The charges of this action become part of the basic charges.

Payment for advocacy

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

Barristers who have a conditional fee agreement with us

If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, you pay the barrister nothing.

Barristers who do not have a conditional fee agreement with us

If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, then you must pay their fee.

What happens when this agreement ends before your claim for damages ends?

(a) Paying us if you end this agreement

You can end the agreement at any time. Unless you have a right to cancel this agreement under Schedule 3, and do so within the 14 day time limit, we then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees, any insurance premium but not any success fees, when we ask for them; or

- pay our basic charges, and our expenses and disbursements including barristers' fees, and also including any success fee if you go on to win your claim for damages.

(b) Paying us if we end this agreement

(i) We can end this agreement if you do not keep to your responsibilities. We then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees, but not any success fee when we ask for them; or

- pay our basic charges, any insurance premium and our expenses and disbursements including barristers' fees, and any success fees, if you go on to win your claim for damages.

(ii) We can end this agreement if we believe you are unlikely to win. If this happens, you will only have to pay our expenses and disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.

(iii) We can end this agreement if you reject our opinion about making a settlement with your opponent. You must then:

- pay the basic charges and our expenses and disbursements, including barristers' fees;

- pay any success fee if you go on to win your claim.

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

(iv) We can end this agreement if you do not pay your insurance premium, if any, or any other disbursement when asked to do so.

(c) Death

If you die before your claim is concluded then your personal representatives can continue to pursue your claim.

We may offer them a conditional fee agreement on the same terms as this one as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

If your personal representatives or your dependants were to decide not to instruct us to continue to pursue claims arising from your death for the benefit of your estate and/or your dependants, your estate would then be liable for our basic charges, disbursements and VAT up to the date of your death, even though you had not at that stage won your claim. We would then have the right to elect whether to ask for payment of those or, if they were to decide to instruct other legal representatives to pursue their claims, to wait until the conclusion of their claims and then seek payment of our full legal charges including the success fee.

What happens after this agreement ends

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

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed, including any success fee, if you win.

Cessation of business

If we stop carrying on business then you must pay us or any successor to our business, or to that part of our business which takes over the conduct of your claim, basic charges and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim.

Explanation of words used

(a) Advocacy

Appearing for you at court hearings.

(b) ATE Insurance

Means a contract of insurance taken out on the Client's behalf to cover certain liabilities of the Client in respect of the Claim, including the Adverse Costs and certain Disbursements

(c) Basic charges/basic costs/base costs

The amount the client is contractually obligated to pay to his or her solicitor, a part of which is recovered from an unsuccessful opponent in the event of a win. These costs are also known as Solicitor and Own Client Costs. The element recovered is known as ‘’inter-parties’’ costs or ‘’between the parties’’ costs.

So these are our charges for the legal work we do on your claim for damages as set out in Schedule 2, but do not include any success fee.

(d) Cap

An agreed maximum to be charged to the client. In personal injury work is now normally by reference to damages. In relation to the success fee element this is a statutory maximum of 25% but in relation to all costs it is a matter of contract between solicitor and client.

(e) Civil Procedure Rules

Set of rules, constantly updated, which governs all civil proceedings in England and Wales.

(f) Claim

Your demand for damages or other remedies, whether or not court proceedings are issued for personal injury whether or not court proceedings are issued.

(g) Counterclaim

A claim that your opponent makes against you in response to your claim.

(h) Damages

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

(i) Formal Offer to Settle

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

(j) Interim damages

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

(k) Interim hearing

A court hearing that is not final.

(l) Lien

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

(m) Lose

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

(n) Our expenses and disbursements

Payments we make on your behalf such as:

- court fees;
- experts' fees;
- accident report fees;
- travelling expenses;
- medical record fees;
- After-the-Event Insurance premium;
- the fees of barristers who do not have a Conditional Fee Agreement with us.

(o) Part 36

Technically Civil Procedure Rule 36, but always known as Part 36, a rule of extreme complexity. Putting it very simply indeed where a defendant makes a Part 36 offer, and such offers are subject to considerable formalities, and the claimant fails to get more at trial than the offer, then the claimant has to pay all of the defendant's costs from 21 days after the offer was made. This applies even in Qualified One-way Costs Shifting cases and many commentators take the view that it wrecks QOCS. If a claimant matches or beats its own Part 36 offer at trial then the claimant gets indemnity costs, rather than standard costs, from 21 days after the offer was made and also a 10% increase in damages.

(p) Pecuniary Loss

Financial loss incurred by you as a result of the subject matter of your claim, such as loss of earnings or payment made for medicines to treat your injury, or loss of profit or rent etc.

(q) Practice Direction

Guidance, which is not legally binding, in relation to the Civil Procedure Rules.

(r) Provisional damages

Money that a court says any opponent must pay or any opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

- you develop a serious disease; or
- your condition deteriorates;

in a way that has been proved or admitted to be linked to any personal injury claim.

(s) Success Fee

The percentage of basic charges that we add to your bill if you win your claim. The success fee is set out in schedule 1.

(*t*) *Trial*

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

(u) Win

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

'Finally' means that your opponent:

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

Data Protection Notice

Client Name (1):	Client Name (2):
Address:	**Address:**
Ref:	**Ref:**

We take your privacy very seriously. You can read our latest Privacy Policy here https//sentinellegal.co.uk/privacy-policy. It contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

In accordance with our Privacy Policy, we may also send you electronic marketing about similar products or services which you have previously enquired about or purchased from us that may be of interest to you. This is known as a 'soft opt in'.

To opt out of receiving future marketing under soft opt in, in which we intend to rely on for direct marketing by email or SMS, please opt-out using the contact details provided below:

- contacting us at mike@sentinellegal.co.uk
- write to us at Harley House, 29 Cambray Place, Cheltenham, England, GL50 1JN
- call us on 0161 528 9544
- using the 'unsubscribe' link in emails

Sign:	Sign:
Date:	Date:
Print Name:	Print Name:

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Confirmation of Exclusive Instruction

Motor Finance Claims

This document forms part of your retainer with Sentinel Legal. Please read it carefully before signing. If there is anything you do not understand, please contact us and we will be happy to explain it before you proceed.

Client Declaration

By signing below, I confirm and agree that:

- I instruct **Sentinel Legal** to act on my behalf in relation to my motor finance claim(s), and I wish Sentinel Legal to be the **only** firm handling this claim going forward.
- I have not instructed, or I hereby withdraw any instruction previously given to, any other solicitor, law firm or claims management company in relation to the same claim(s). Where I have previously instructed another firm or company, I will notify them that their instruction is withdrawn, and I authorise Sentinel Legal to notify them and my lender(s) of this on my behalf.
- I understand that pursuing the same claim through more than one firm at the same time may cause delay, duplication of costs, or prejudice to my claim, and I agree to tell Sentinel Legal immediately if I am contacted by, or have any ongoing arrangement with, any other firm or claims management company about this claim.
- I have entered into this instruction freely, without pressure, and I have been given the information I need to make an informed decision, including Sentinel Legal's terms of business, details of fees and funding, and my cancellation rights.
- I understand that this confirmation does not remove my right to end my retainer with Sentinel Legal at any time, in accordance with the terms of business provided to me, or my right to complain to Sentinel Legal, the Legal Ombudsman, or the Solicitors Regulation Authority.

Full name of client ______________________________

Signature ______________________________ **Date** ______________

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Our Fees Explained

Motor Finance Claims: A Plain English Guide

This page answers the questions clients most often ask about our fees. It forms part of your retainer pack and should be read alongside your fee agreements, which set out the full terms.

Are you solicitors or a claims management company?

We are solicitors. Sentinel Legal Ltd is a law firm authorised and regulated by the Solicitors Regulation Authority (SRA No. 654828). We are not a claims management company and we do not act under a claims management agreement. This means you have the protections that come with using a regulated law firm, including access to the Legal Ombudsman and the SRA Compensation Fund.

Is your fee a percentage of my payout or a fixed fee?

It is a percentage of the compensation you actually receive, subject to a maximum cap in pounds. It is not a fixed fee, and there is nothing to pay upfront. We are only paid if you receive compensation. If your claim is unsuccessful, you pay us nothing.

What is your total fee?

For claims resolved without court proceedings, you pay the lower of the percentage or the cap for your compensation band, plus VAT at 20%:

Compensation received	Percentage	Maximum charge (plus VAT)
£1 to £1,499	30%	£420
£1,500 to £9,999	28%	£2,500
£10,000 to £24,999	25%	£5,000
£25,000 to £49,999	20%	£7,500
£50,000 or above	15%	£10,000

Worked example: if you receive £500 in compensation, exactly how much do we take?
Our fee is 30% of £500 = £150. VAT at 20% on that fee = £30. **Total deducted: £180. You receive: £320.** The same approach applies at any amount: the band percentage, capped, plus VAT on the fee.

Can I cancel without charges?

Yes. You have 14 days from signing to cancel without giving a reason and without charge. After the 14 day period, if you end the agreement before your claim concludes, you may be liable for our costs for work already done, at the hourly rates set out in your agreement. If your claim concludes unsuccessfully, you pay nothing at all.

What if my claim goes to court?

If court proceedings are needed, a separate Conditional Fee Agreement applies. Under that agreement our total charges are capped at 40% of your damages including VAT, plus a £30 administration charge and any insurance premium. Full details are in your fee agreements.

You do not need to use a law firm or claims management company to make a motor finance complaint. You can complain to your lender directly for free, and the Financial Ombudsman Service may be able to help you.