

Dear {fullName}

MOTOR VEHICLE FINANCE CLAIM

Thank you for instructing Courmacs Legal Ltd (**CLL**) to act for you.

WHO IS CLL?

CLL is a law firm authorised and regulated by the Solicitors Regulation Authority (SRA). We specialise in mis-selling and consumer claims, handling thousands of claims per year, with experienced solicitors who know exactly how to get your claim completed efficiently.

We are required by our regulatory body to confirm certain matters to you. As a result, we apologise if some of this letter seems formal, but it aims to provide you with all the information you need to understand the basis upon which we will, if you agree, pursue your Claim.

YOUR INSTRUCTIONS

You have instructed us to pursue a claim for losses (**Claim**) arising from a finance agreement you have entered into with the provider of motor vehicle finance. The details you have provided to us about yourself are set out at appendix I to this letter. The details you have provided to us about your Claim are set out at appendix II to this letter. This includes details of the party who your Claim is against (**Opponent**).

You may have read recent developments concerning the possible approach of the Financial Conduct Authority (**FCA**) to the resolution of claims similar to your Claim, including the possible introduction by the FCA of a redress scheme. The likely approach which the FCA may take to these claims is still unknown. However, in our experience any sums paid out under any redress scheme are likely to be significantly less than any sums awarded by a Court.

We have received advice from a leading barrister that pursuing your Claim through the Courts is likely to achieve the most successful outcome for you. The barrister has also advised that we are able to group claims together against the same Opponent, meaning that you would join a large group of our clients in pursuing multiple claims against the Opponent.

If you agree to this approach then it would be necessary for us to put in place with you, a type of 'no win no fee' agreement called a 'conditional fee agreement' (**CFA**). This is because if Court proceedings become necessary the amount of work we will be required to undertake will be significantly higher than that required to resolve your Claim through a redress scheme.

Phone number

0330 341 0481

Offices address

Alexander House, Beehive Trading Park
Haslingden Rd, Blackburn, BB1 2EE

Mail

info@courmacslegal.co.uk

Accordingly, it would not be economically feasible to pursue your Claim through the Courts, as opposed to via a redress scheme, via any other arrangement. The CFA would allow us to pursue your Claim via Court proceedings, alongside all the other claimants referred to above.

OUR FEES

As your claim has been assessed as having a reasonable prospect of success, we agree to act for you under a form of ‘no win no fee’ agreement, called a conditional fee agreement (**CFA**). The CFA is set out at appendix III to this letter and we both agree to be bound by its terms.

You should be aware that there are other ways in which you may be able to fund the pursuit of claims like your Claim, and further details can be found on our website at <https://courmacslegal.co.uk/policies/business-terms/> under the heading ‘*Information about Costs, Funding & Expenses*’. If you would like a hard copy, you can download it from the webpage.

Under the terms of the CFA, you will not be required to pay us any fees unless and until your Claim succeeds. If your Claim succeeds, we will be entitled to recover our basic charges from your Opponent, and we shall charge you a “Success Fee”. The amount of the deductions we may make from your damages will be capped at an amount which is between 15% and 30% (inclusive of VAT) of the amount recovered.

If your Claim does not succeed, you would ordinarily still be liable to pay our expenses. We have obtained third party funding which will enable us to fund expenses on your behalf, and we will incept insurance on your behalf in order to meet any costs which may become payable if your Claim is not successful.

Please review the terms of the CFA carefully for further details of, amongst other things, the fees payable.

ADDITIONAL CLAIMS

In the course of carrying out our investigations, we may discover that you have one or more additional claims (an **Additional Claim**), in addition to your Claim, relating to the sale to you of motor vehicle finance. These Additional Claims may be against the same Opponent or against a different provider of motor vehicle finance. Where we discover an Additional Claim, we shall write to you explaining that we have found an Additional Claim and that we intend to pursue the Additional Claim on your behalf.

If you do not wish to pursue any Additional Claim that we notify you of, you must inform us within 14 days of us telling you about the Additional Claim. We will write to you at the time providing you with an option of whether to pursue the Additional Claim or not. If you do not respond to inform us that you do not wish to pursue the Additional Claim, we will continue to pursue both your Claim and Additional Claim. There will be nothing further for you to do. We will pursue each and any Additional Claim upon the same terms as set out in this letter and we will act pursuant to an additional conditional fee agreement for each Additional Claim upon the same terms as the CFA (“**Additional Claim CFA**”). Your agreement to this letter will be treated as your agreement to the terms of any Additional Claim CFA we execute in respect of any Additional Claim we agree to pursue.

SHARING INFORMATION ABOUT YOUR CLAIM

Your Claim has come to us via a third-party introducer. You agree that we may share any information about your Claim with this introducer.

MARKETING ACTIVITIES

The SRA imposes a duty upon us not to acquire clients because of marketing or publicity or other activities which would be in breach of Chapter 8 of the SRA Code of Conduct. This means that you must not, for example, have been 'cold called' or been the subject of other unsolicited approaches in person. Please let us know if you have any concerns about the way you have been put in touch with us or if you believe any of the publicity or marketing materials used by us or the third-party introducer are misleading or inaccurate.

AUTHORITY TO DISCLOSE DOCUMENTS

To enable us to progress your Claim, we may need to obtain correspondence and documents from the Opponent, or any agent or broker who acted on behalf of the Opponent. We attach at appendix IV to this letter a 'Letter of Authority' in which you provide us with the authority to request the documents we may need.

TERMS OF BUSINESS AND CANCELLATION

Our standard terms of business can be found at <https://courmacslegal.co.uk/policies/business-terms/> under the heading 'Terms of Business'. You should read these terms of business which are incorporated into the contract between us and covers other key aspects of our relationship with you, including, but not limited to, our complaints policy and your cancellation rights.

Once you accept the terms set out in this letter, and the appendices to this letter, you have a right to cancel the agreement between us within 14 days. To exercise this right, please print, sign and send the cancellation notice set out at appendix V to us at Alexander House, Haslingden Road, Blackburn, England, BB1 2EE and/or by email to cancellations@courmacslegal.com, marked for the attention of Darren Smith.

WHAT YOU NEED TO DO NOW

We hope that this letter, and the attached appendices (including the CFA attached at appendix III) explains how we will proceed with your Claim and any Additional Claim. If you are happy to accept the terms upon which we will pursue your Claim and any Additional Claim, and to enable us to start work straight away, by clicking 'Submit Claim & Reveal' you have agreed that we may to apply your electronic signature to this letter and the appendices.

By clicking 'Submit Claim & Reveal', you:

- (1) acknowledge receipt of this letter and the appendices (including the CFA) and confirm that you understand and accept the terms set out in this letter and the appendices, and wish for CLL to start work on your Claim straight away;
- (2) give us authority to pursue any Additional Claim(s) where you do not notify us that you do not wish us to pursue such Additional Claims, and to execute Additional Claim CFAs to cover such claims where required;

- (3) give us authority to refer your Claim, and any Additional Claim, to any other third party including, but not limited to, the Financial Ombudsman Scheme or any redress scheme established by the Financial Conduct Authority, and you confirm that you are aware that you could progress your Claim, and any Additional Claim, personally but have chosen not to;
- (4) confirm that you have not entered into an agreement with another law firm or claims management company to pursue your Claim or Additional Claim, and if you have, then you will take steps to end such agreement, and accept that such agreement, and any authorities provided to that law firm or claims management company, can be disregarded;
- (5) authorise any cheques in settlement of your Claim or Additional Claim to be issued in the name of CLL and understand that any monies paid in respect of your Claim or Additional Claim will be paid into your client account even if the cheque is made payable to you;
- (6) understand that we may instruct different experts and agencies to assist with progressing your claim and consent to your personal data being provided to them and to any other person deemed necessary by us to assist with the progress of your Claim or Additional Claim;
- (7) agree to us submitting a Data Subject Access Request (under s.45 of the Data Protection Act 2018 and under Article 15 of the General Data Protection Regulations) to your Opponent or to any other party we consider necessary to assist with the progress of your Claim or Additional Claim;
- (8) consent to the disclosure of your personal data to third-party managed databases used to help prevent fraud and to regulatory bodies for the purpose of monitoring and/or enforcing your compliance with any regulatory rules/codes;
- (9) understand and agree that your personal data will be used to undertake credit and claims history searches on you; and
- (10) understand and agree that independent organisations that gather reviews on the services provided may be provided with anonymised information to enable them to collect reviews.

We will be in contact with you in due course to explain the next steps we will take on your behalf.

If you have any questions about this letter or your Claim, please do not hesitate to contact us.

Yours faithfully

Courmacs Legal

Courmacs Legal Limited

APPENDIX I - YOUR DETAILS

Client Full Name:	{fullName}
Previous Name (if applicable):	
Date of Birth:	{dateOfBirth}
Current Address:	{fullAddress}
Previous Address 1:	
Previous Address 2:	
Previous Address 3:	

APPENDIX II - DETAILS OF YOUR CLAIM

Opponent:	{defendant}
Date of Finance Agreement:	{aggDate}
Agreement Number:	{aggNum}

APPENDIX III – CONDITIONAL FEE AGREEMENT

This Conditional Fee Agreement (“**CFA**”) is a binding legal contract between you and us, acting as your solicitors. Before you sign this CFA, 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 you enter into this CFA as explained in Clause 5.1 (*What is covered by this CFA*).

You should also read the Courmacs Legal Standard Terms which covers other key aspects of our relationship with you. Whilst those Standard Terms 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 Courmacs Legal Standard Terms, the terms of the CFA take precedence.

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

You, the ‘**Client**’: whose details are set out in Appendix I to the Engagement Letter.
and

Us, the ‘**Solicitors**’: Courmacs Legal Limited (company number 13185687) of Alexander House, Haslingden Road, Blackburn, England, BB1 2EE.

1. Definitions

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

“the Act”	means the Courts and Legal Services Act 1990.
“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 (<i>Our Charges</i>), but not including the Success Fee.
“Cancellation Period”	means the period between the date of this CFA and the date falling 14 days after the date of this CFA.
“Claim”	means your claim against the Opponent for damages arising out of a motor finance agreement taken out by you with the Opponent, as more particularly identified in Appendix II to the Engagement Letter.
“Counsel’s Fees”	means any fees charged by counsel who we instruct on your behalf in relation to the Claim.
“Courmacs Legal Standard Terms”	means our standard terms of business which can be found at www.courmacslegal.co.uk/policies/terms-and-conditions under the heading ‘Terms of Business’.
“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 at Appendix III.

“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, premia in respect of any insurance taken out in connection with the Claim 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 whom you pursue the Claim.
“Part 36”	means an offer to settle the Claim made in accordance with Part 36 of the Civil Procedure Rules.
“Previous Engagement Letter”	means any previous letter of engagement or retainer letter sent by us to you confirming that you agree to instruct us to act on your behalf in relation to the Claim.
“Proceedings”	means any formal complaint or claim before the Financial Ombudsman Service, the Legal Ombudsman or under any Redress Scheme, 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 redress scheme established by the FCA.
“Regulations”	means the Conditional Fee Agreements Order 2013.
“Settlement”	means an agreement between you and the Opponent in settlement of the Claim.

“Shieldpay”	means Shieldpay Ltd, a company incorporated in England and Wales with company number 10061792 whose registered office is at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT.
“SRA”	means the Solicitors Regulation Authority.
“SRA CMFR”	means the SRA Claims Management Fees Rules.
“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 (<i>Success Fee</i>). 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.
“TPMA”	has the meaning set out at Clause 13.1 (<i>Third Party Managed Account</i>).
“Win” or “Win the Claim”	means a situation where the Claim is decided in your favour by way of a Court order, a determination of 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 a cost order is made in favour of you.
“we”, “us”, “our” or “ours”	means Courmacs Legal Limited.
“you”, “your” or “yours”	means the Client.

2. Interpretation

2.1 In this CFA:

- a) all references to a statutory provision shall be construed as including references to:
 - (i) any statutory modification consolidation or re-enactment (whether before or after today’s date) for the time being in force;
 - (ii) all statutory instruments or orders made pursuant to it;
 - (iii) any statutory provisions of which it is a consolidation re-enactment or modification;
- b) 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;
- c) a reference to a Clause is a reference to a clause of this CFA;
- d) clause headings are for ease of reference only and shall not affect the construction of this CFA; and
- e) 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:

- a) always act in your best interests, subject to our duty to the court and our professional duties as set by the SRA;
- b) explain to you the risks and benefits of taking legal action;
- c) give you our best advice about whether to accept or reject any offer of Settlement; and
- d) 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 you will:

- a) provide us with instructions that will allow us to do our work properly;
- b) not ask us to act in an improper or unreasonable way;
- c) not deliberately mislead us;
- d) review and consider our advice and act reasonably and responsibly during the Proceedings;
- e) 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;
- f) 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;
- g) not abandon, withdraw or discontinue the Claim without our knowledge or against our advice;
- h) not agree a Settlement in relation to the Claim (or any part of it) independently of us and/or without our knowledge or consent;
- i) co-operate generally with us in the conduct of the Claim;
- j) attend any pre-arranged appointment;
- k) 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;

- l) 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
- m) 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.

4.5 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 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 from the date of any Previous Engagement Letter 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 of this CFA

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(s) 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:

- a) any claims or counterclaims that the Opponent may bring against you;
- b) 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;
- c) any appeal that you wish to make against a judgment in relation to the Claim including any appeal relating to an interim application;
- d) any appeal the Opponent makes against a judgment in relation to the Claim including any appeal relating to an interim application; and
- e) any proceedings in respect of cost claims by the Opponent against you.

7. Our Charges

7.1 Under this CFA, our hourly rates are:

Grade of Fee Earner	Hourly rate
Partners and equivalent	£350 per hour

Other senior solicitors	£280 per hour
Experienced legal executives	£240 per hour
Other solicitors or legal executives and fee earners of equivalent experience	£177 per hour
Paralegals and trainees	£126 per hour

- 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, faxes, 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 you comply with the terms of this agreement 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 9.2 below, the sums we deduct from your damages are limited to sums equivalent to those set out in the table in Clause 10.2 (SRA Fee Limits). This is with a view to ensuring that the deductions we make from your damages (i.e. the Recovery Amount) will be no more than what would have been deducted from your damages under the damages-based agreement which you previously had executed with us, and which is being replaced by this Agreement
- 8.4 If your Claim is resolved through a Redress Scheme where it is not possible to seek recovery of our Basic Charges, Expenses and/or Success Fee, then we agree to limit our overall charges in respect of our Basic Charges, Expenses and Success Fee to no more than the equivalent of a sum calculated in accordance with Clause 10.1 (*SRA Fee Limits*) so that the total deductions from your damages are limited to the sums permitted by the SRA CMFR.

- 8.5 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 that application, but you will only become liable to pay the Success Fee on those Basic Charges if you Win the Claim.
- 8.6 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.
- 8.7 If the Opponent makes a Part 36 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 done after the date of service of the Part 36 Offer. You will still be liable for our Basic Charges and Expenses.
- 8.8 If the Opponent makes a Part 36 Offer which you reject against our 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.
- 8.9 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 business 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*)).
- 8.10 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. However, where a success fee is payable, we agree to limit the sum payable by way of Success Fee to the sums equivalent to those set out in the table in Clause 10.2 (*SRA Fee Limits*). This is with a view to ensuring that the deductions from any damages (i.e. the Recovery Amount) you recover will be no more than what would have been deducted from your damages under the damages-based agreement which you previously had executed with us, and which is being replaced by this Agreement.
- 9.2 VAT will be added to the Success Fee. VAT is also added to our Basic Charges and Expenses.
- 9.3 Pursuant to s.58(4)(b) of the Act this CFA must specify the reason for setting the amount of the Success Fee at the level agreed. 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:
 - a) the risk that you Lose the Claim, whereupon we will not recover any payment for the time spent by us;
 - b) the risk that the Opponent will raise unforeseen issues in responding to the Claim;

- c) that certain legal issues in the Claim are untested in the English Courts;
- d) the factual complexity of the Claim;
- e) the legal complexity of the claim. We anticipate 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;
- f) the likely delay in the receipt of our charges; and
- g) 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.

10. SRA Fee limits

10.1 Where the SRA CMFR apply, we are not permitted to charge more than the sums set out in the table in Clause 10.2 below.

10.2 We therefore agree that where the SRA CMFR apply our Total Charges shall not exceed a sum equivalent to the lower of either:

- a) the amount set out in column 3 below; or
- b) the amount set out in column 4.

Band	Recovery Amount (£)	Percentage rate of charge on the Recovery Amount	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

10.3 If you Win the Claim following the issuing of Court proceedings then the SRA CMFR are unlikely to apply, in which case our Total Charges will be calculated in accordance with Clause 8 (*What happens If you Win the Claim*) and Clause 9 (*Success Fee*). As we explained in our covering Letter of Engagement one of the reasons why we consider it necessary for you to execute this CFA is because of the likelihood of your Claim being made the subject of Court proceedings.

10.4 There are rules governing when the SRA CMFR apply but essentially if we manage to resolve your Claim through a Redress Scheme our Total Charges will be limited to the sums equivalent to no more than the fees fixed by the SRA CMFR. However, given the status of your claim and its complexity it is very likely that we will need to issue your claim at Court rather than through a Redress Scheme. A Redress Scheme is unlikely to be a suitable vehicle to resolve your Claim as matters currently stand.

10.5 We have agreed a fee sharing arrangement with other parties whereby we have agreed to pay to them part of any amounts received by us in return for providing funding to us to assist us in being able to provide the necessary resources to pursue claims like yours. These parties are called ECA Alternative Asset Investments a Luxembourg société coopérative organisée comme une SA, registered under number B287588, with registered office at 52 rue d'Anvers, 1130, Luxembourg, acting through its Compartment "PCP Claims 2024" and ECA Alternative Asset Investments a Luxembourg société coopérative organisée comme une SA, registered under number B287588, with registered office at 52 rue d'Anvers, 1130, Luxembourg, acting through its Compartment "PCP Claims 2024-CA", but these parties may change from time to time. 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. Notwithstanding this fee share arrangement, the amount of the Basic Charges and the Success Fee payable by you will not change.

11. What Happens If You Lose The Claim

11.1 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 14 (*Rights to Terminate*).

11.2 In the event that you Lose the Claim and are required to pay the Opponents costs, we will take out After the Event Insurance (ATE) to cover your potential liability for these costs.

12. Expenses

12.1 You are liable to pay us Expenses, but we will look to recover these from your Opponent, and we will incept appropriate after the event insurance where this is necessary to cover your Expenses if you Lose the Claim. We have also obtained third party funding 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.

13. Third Party Managed Account

13.1 Rather than operate our own client account with a bank, our regulator, the SRA, permits us to hold client monies in a third-party managed account ("TPMA") with a provider that is regulated by the FCA.

13.2 We may, at our election, hold the Recovery Amount in a TPMA. Where we elect to do so, we shall appoint Shieldpay as the provider of the TPMA. Shieldpay Ltd is authorised and regulated by the FCA as a payment institution under number 770210.

13.3 Where Shieldpay are appointed and hold the Recovery Amount in a TPMA:

13.3.1 they are required to hold client monies in a safeguarded account which is ringfenced in the event of its insolvency;

13.3.2 our contract with Shieldpay only permits them to hold client monies with a banking partner that is authorised and regulated by the Prudential Regulation Authority, a bank which holds its funds with the Bank of England or a custodian that is

authorised and regulated by the FCA to safeguard and administer investments in secure and liquid assets;

- 13.3.3 in the unlikely event that any of Shieldpay's banking partners become insolvent, you may be entitled to compensation up to the prescribed limit (currently £85,000) from the Financial Services Compensation Scheme;
- 13.3.4 you authorise us to instruct Shieldpay to make payment requests from the TPMA on your behalf;
- 13.3.5 we will bear the fees for use of the TPMA;
- 13.3.6 as Shieldpay is regulated by the FCA, it is required to take steps to prevent money laundering, terrorist financing and other financial crimes. In doing so, we may be asked to provide documentation relating to the claim and by entering into this CFA, you will be deemed to give your consent to us doing so for such purposes. Further information about how Shieldpay uses your personal data can be found at www.shieldpay.com/legal/privacy-notice/payers-payees;
- 13.3.7 you have the right to dispute any payment requests made by us on your behalf; and
- 13.3.8 you have the right to request that we do not hold the Recovery Amount in the TPMA, but rather in our own client account.

14. Rights To Terminate

- 14.1 You may terminate this CFA during the Cancellation Period by notice in writing without giving any reasons for doing so and without any liability to you.
- 14.2 After the Cancellation Period, if either party 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.
- 14.3 In the event that:
 - a) you have failed to act reasonably;
 - b) you have failed to comply with your responsibilities or obligations as referred to in this CFA or the Engagement Letter;
 - c) you have rejected our opinion or advice about making or accepting an offer of Settlement;
 - d) you become insolvent; or
 - e) 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 to 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 irrevocable 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.

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 conditional fee agreement which they can ratify, or alternatively pursuant to a new agreement.

14.4 You are free to terminate this CFA at any time. If you decide to terminate this CFA after the Cancellation Period then, subject to Clause 14.5 below, you will be liable to pay immediately:

- a) all Expenses incurred by us as at the date of termination;
- b) our Basic Charges for the work carried out to the date of termination, calculated in accordance with Clause 7 (*Our Charges*).

14.5 If, following termination by you of this CFA under Clause 14.4 above, you continue the Claim either in person or by instructing another law firm or claims management company,

- a) you agree to keep us regularly informed of the progress of the Claim and you irrevocably agree to instruct any new solicitor to provide us with regular updates
- b) 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
- c) 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.

15. What Happens After This CFA Ends

15.1 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.

15.2 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.

16. Assignment

16.1 You agree that we 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.

17. Counterparts

17.1 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.

18. Severability

18.1 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.

18.2 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.

18.3 The parties agree, in the circumstances referred to in Clause 18.1 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.

19. Right To Apply For An Assessment

19.1 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.

19.2 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.

20. Enforcement

20.1 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.

21. Governing Law And Jurisdiction

21.1 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.

21.2 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.

APPENDIX IV – AUTHORITY TO DISCLOSE DOCUMENTS

To _____

Client Full Name:	{fullName}
Previous Name (if applicable):	
Date of Birth:	{dateOfBirth}
Current Address:	{fullAddress}
Previous Address 1:	
Previous Address 2:	
Previous Address 3:	

This letter of authority relates to all motor vehicle finance agreements (**Finance Agreements**) arranged by or entered into with, you.

I authorise and request the release by you and your agents or affiliates to my solicitors, Courmacs Legal Ltd, copies of all documents held relating to myself. This includes but is not limited to:

- All correspondence and documentation between myself and you or your affiliates.
- All correspondence and documentation between myself and the finance broker who acted as your agent or broker in relation to the Finance Agreements;
- All records and/or transcripts of telephone conversations between myself and you, your affiliates and/or the finance broker who acted as your agent or broker in relation to the Finance Agreements;

- Copies of any or all documents created in relation to the Finance Agreements, whether or not previously provided or disclosed to me and whether or not such documents are internal documents created by you only or documents created by third parties.

Name:	{fullName}
Signed:	\$(signature)
Dated:	{today}

APPENDIX V – CANCELLATION NOTICE

You have the right to cancel the agreement entered into between us if you wish and can do so by delivering or sending (including by electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day upon which you accepted the letter to which this cancellation notice is attached.

If you wish to cancel the agreement, you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail to cancellations@courmacslegal.co.uk) the notice to the person named below. If you wish to cancel the agreement, you may use this cancellation notice. Whilst it is the easiest way to cancel, it is not obligatory. To meet the cancellation deadline, your chosen form of communication must be sent before the cancellation has expired.

If you exercise your right to cancel, we will not undertake any legal services on your behalf, and you will not incur any liability for our charges.

COMPLETE, DETACH AND RETURN THIS FORM **ONLY IF YOU WISH TO CANCEL OUR AGREEMENT**

----- CUT HERE -----

To: Mr Darren Smith

Courmacs Legal Ltd, Alexander House, Beehive Trading Park, Haslingden Road, Blackburn, BB1 2EE, cancellations@courmacslegal.co.uk

I hereby give notice that I wish to cancel my agreement with you

Signed:

Print Name:

Address:

.....

Agreement/Ref Number:

Dated:

YOUR SIGNATURE

The terms of the Conditional Fee Agreement (“CFA”) and accompanying documents have been explained to me as set out on the previous pages of this document and I have had an opportunity to ask questions about this.

I also confirm that I have read the cancellation rights.

I understand that:

If I mislead the solicitors, do not act on their advice, or keep in contact with them, I may have to pay my solicitors' costs and any expenses that have been spent on my behalf.

I, {fullName}

of, {fullAddress}

hereby declare that the statements made below are true and correct.

- I confirm that I was not aware that the Dealer would receive any form of commission for arranging my finance agreement.
- I confirm that had the Dealer told me they were being paid a commission I would not have entered into the finance agreement.
- I confirm that I was not told that a lower interest rate was available to me in respect of the finance agreement.
- I confirm that had the Dealer told me I was not being offered the lowest interest rate available to me, I would not have entered into the finance agreement.

By signing below, I acknowledge that I have read and understood the above statements, and I affirm that they are accurate and truthful.

Name:	{fullName}
Signed:	{fullAddress}
Dated:	{today}