

Private and Confidential
BY Email Only

{{agreement.dateAgreed}}

Your Claim(s) reference Number : {{claim(s)Id}}

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

Slater and Gordon Initial Client Pack part 1 (of 3)

Your Vehicle Finance Mis-Selling Claim(s)

Welcome to Slater and Gordon. We are one of the country's leading consumer law firms with a long established reputation of excellence and a team of committed, enthusiastic, highly skilled and knowledgeable lawyers who have been involved in some of the UK's most important and ground-breaking cases.

This Engagement Letter and attachments provide you with important information about how your potential vehicle finance mis-selling claim(s) will be handled by us, how costs will be managed and who at Slater and Gordon will be managing your claim(s).

We cannot guarantee the amount of any Claim(s) or whether it will be successful and part of our service will include advising you about the merits and value of your potential Claim(s).

You have the right to make this Claim(s) yourself without legal assistance and by Instructing Slater and Gordon to Act on your behalf, you acknowledge that Slater and Gordon will charge you for the services and advice that we provide as set out in this Agreement.

In relation to your potential claim(s), under this Agreement we will:

- 1) act for you in relation to all potential claims(s) we identify (i.e. claims relating to individual loans with one or more finance providers);
- 2) assess the eligibility of your potential claim(s)(s) in relation to the provision of financial or other services connected with the purchase of your vehicle(s); Then
- 3) raise a claim(s)(s) with the Finance Provider and/or Broker; Then
- 4) assess and manage any offer received from the Finance Provider and/or Broker;

Then (if required) we will:

- 5) Assess the merits of taking further steps, namely:
 - (a) making a complaint with the Financial Ombudsman Service ('FOS'); and/or
 - (b) making any application to any centralised "scheme" that may be established ; and/or
 - (c) making a formal Court Claim(s) (a "Civil Claim(s)").

Your potential claim(s) may have factors that are specific to you that your lawyer will discuss with you and so the attached documents should not necessarily be treated as a definitive guide for your specific case.

1. People Responsible for Your Claim(s)

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

Other members of the group may also work on your claim(s) if appropriate and if it is efficient or necessary to do so. If the work requires us to involve other specialists within the firm, we will introduce you to them.

Work may also be undertaken by a Costs specialist in respect of preparation of documents in relation to your costs.

2. What do I need to do now to become a Slater and Gordon Client?/What are the next steps?

The Slater and Gordon Client pack is in 3 parts as follows:-

Part 1. Engagement Letter and Initial Advice (this letter and attachment)

Part 2. Client Agreement (for signing)

Part 3. Client Agreement – Other Key Documents, which includes the Funding Agreement Terms documents and the Slater and Gordon Terms and Conditions.

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

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

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

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

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

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

Yours sincerely,

Slater and Gordon

Your Vehicle Finance Mis-selling Claim(s)



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

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

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

Your Claim(s)

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

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

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

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

How long will my Claim(s) take?

- It is not possible to know precisely

how long any Complaint/application will take as we do not know what approach the Finance Provider/Broker will take and whether or not they will contest the claim(s) or make a reasonable settlement offer.

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

Will I need to go to Court?

Complaints to the Finance Provider/Broker/Financial Ombudsman:

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

Civil Claim(s):

It is possible that you may need to attend Court if a Civil Claim(s) is made.

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

What are the time limits?

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

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

What are the time limits for Civil Claim(s)

The law here is new and may vary depending on the nature of the claim(s) and the applicable facts but, typically, similar claim(s) must be brought within six years of the accrual of the cause of action (usually the date you suffered loss or when you knew/should have known that you had a potential claim(s)).

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

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

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

Your Agreement sets out the specific funding for your Claim(s).

Most clients fund this type of claim(s) by way of an NCBA and if this applies to you, you will only be charged in relation to the amount of compensation Recovered.

However, in the event that a Civil Claim(s) is required you will be liable to pay our charges on an hourly rate basis.

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

Can I cancel my Agreement with you?

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

Agreement.

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

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

Methods of Communication

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

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

Preservation of Evidence

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

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

in any doubt as to whether a document may be relevant, your file handler will be pleased to advise you more fully.

Know your Client (KYC)

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

Claim(s)ant

Insolvency/Bankruptcy

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

Complaints

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

your concerns and discuss them with you. Alternatively, if you would prefer to discuss the matter with someone other than the supervisor you can contact Client Services:

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

A copy of our full complaints policy is available on our website www.slatergordon.co.uk and can be provided upon request.

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

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

Finally:

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

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

IMPORTANT WARNING - Exaggeration and inaccuracy

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

If this occurs then the following apply:

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

Additional Services

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

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

The content of this factsheet was correct at the time of print (December 2024).

Private and Confidential
By Email Only

{{agreement.dateAgreed}}

Your Claim(s) reference Number : {{claim(s)Id}}

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

Slater and Gordon Initial Client Pack part 2 (of 3)

Client Agreement (for signing)

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

You will be charged slightly differently depending on whether :

- a) You are only making a Complaint (to the Broker/Ombudsman etc) (Your Complaint Claim(s)) or
- b) It becomes necessary to issue court proceedings (Your Civil Claim(s))

1. Funding Your Claim(s) – how the work that we do is paid for

Funding the Complaint Claim(s) - (the NCBA)

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

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

A NCBA means that we will make no charge to you if your Claim(s) for compensation is refused. However, if your Claim(s) is successful a percentage proportion of your compensation will be used to pay our charges.

NCBA and Disbursement Costs

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

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

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

Any Fees payable to the Financial Ombudsman service in respect of making a Complaint or applying to any potential centralised scheme will be a disbursement payable separately by YOU on top of any legal fees.

In many cases, no disbursements are incurred at all or any that are incurred are paid by the compensating person/body on your behalf.

If your claim(s) is funded by way of a NCBA, any disbursements incurred will remain separately payable by you in the event that the compensating person/body does not reimburse you at the conclusion of your claim(s).

Funding any Civil Claim(s) (the CFA)

You agree that in the event that we advise you to issue court proceedings, your claim(s) will be funded by way of a Conditional Fee Agreement (CFA), sometimes referred to as a 'No Win, No Fee' agreement.

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

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

After the Event Insurance (ATE)

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

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

Other Funding Options

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

If not already done, you should fully investigate whether or not you have household or other insurance policies that include cover for legal expenses, or if you belong to a Membership Organisation or Trade Union that may cover members' expenses or provide legal assistance.

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

Legal Aid Funding

The sorts of cases that can access legal aid have been reduced significantly in recent years and legal aid is not available for the vast majority of cases. If we think your case may be eligible for legal aid, we will write to you separately about this so we can make the necessary investigations. If we do not write to you about legal aid, it is reasonable to assume that it is not available for your claim(s).

Please note that if you have been put in contact with us by a 3rd party Introducer (such as a Solicitor, Insurer or Claim(s) Management Company – via a website etc.) so that we may assist you with your claim(s), this Introducer will normally have recommended our services for which we pay them a fee. As a firm of solicitors, we have a professional duty to act in your best interests at all times and to give you independent advice. There is nothing in our relationship with your Introducer that would compromise or impair this duty or our independence. Information disclosed by you will not be disclosed to the Introducer unless you consent. Please refer to the confidentiality section of the Terms of Business and Privacy Notice. If you require any further information, please contact us.

3. Your Other Key Agreement Documents

Your Client Agreement is attached and this is the binding Non-Contentious Business Agreement you will have with us. This must be read in conjunction with the Funding Agreement Terms and Terms of Business (which is provided as part of the Initial Client Pack part 3 – 'Client Agreement - Other Key Documents').

Your Slater and Gordon Agreement pack Part 2: Other Key documents
<ul style="list-style-type: none">• NCBA Funding Agreement Terms• CFA Funding Agreement Terms• Notice of Right to Cancel• Terms of Business

Yours sincerely

Slater and Gordon

Client Agreement: Car Finance Claim(s)s

AGREEMENT SUMMARY

Winning Claim(s)s:

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

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

Losing Claim(s)s:

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

BECOMING A SLATER AND GORDON CLIENT

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

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

THE CLIENT AGREEMENT

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

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

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

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

Before you agree, please read everything carefully.

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

Where court proceedings are issued (**Your Civil Claim(s)**) this agreement is a Conditional Fee Agreement ('CFA') comprised of the below and the CFA Funding Agreement Terms and our Terms of Business.

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

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

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

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

Please note that pursuing your Claim(s) may prevent further claim(s) for losses not specifically included in your Claim(s).

OUR FEES FOR COMPLAINT CLAIM(S)

So long as you comply with your responsibilities:

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

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

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

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

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

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

OUR FEES FOR CIVIL CLAIM(S)S (ie. Where proceedings are issued)

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

1. Basic Charges

So long as you comply with your responsibilities:

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

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

2. Success Fee uplift on our Basic Charges

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

- The Success Fee will be 100% of our Basic Charges in all cases, regardless of the type of Claim(s), or the stage at which the Claim(s) concludes (ie the Success Fee will be the same amount again as our Basic Charges). This will normally be an amount larger than 30% of your compensation.
- By law, any Success Fee we charge you cannot be recovered from the Defendant(s)

- However for we agree to limit the amount we charge you out of your compensation in accordance with the Overall Cap on Our Fees (see below)

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

OVERALL CAP ON OUR FEES

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

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

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

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

Version 1.0



Slater and Gordon Lawyers
22 Chancery Lane,
City of London,
WC2A 1LS

Department: Collective Actions
Tel: 0330 107 5009
Email: carfinanceclaims@slatergordon.co.uk
www.slatergordon.co.uk

**Private and Confidential
By Email Only**

{{agreement.dateAgreed}}

Your Claim(s) reference Number : {{claim(s)Id}}

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

Slater and Gordon Initial Client Pack part 3 (of 3)

Other Key Agreement Documents

These Documents to be read in conjunction with the Slater and Gordon Client Agreement provided in the Personal Injury Claim(s) Client Agreement Pack part 1.		
<u>Document Title</u>	<u>Document Description</u>	<u>Document Heading Colour</u>
NCBA Funding Agreement Terms	This contains the NCBA terms incorporated into the Slater and Gordon Client Agreement.	
CFA Funding Agreement Terms	This contains the CFA terms incorporated into the Slater and Gordon Client Agreement.	
Right to Cancel	This document is the Standard Notice of the Right to Cancel your Contract/This Agreement.	
Terms of Business	The Terms of Business are incorporated into the Client Agreement.	

Yours sincerely

Slater and Gordon

NCBA Funding Agreement Terms (Where Proceedings are not Issued)

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

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

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

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

2. What is covered by this Agreement but not covered by the NCBA Funding Agreement Terms?

- Any work covered by the CFA Funding Agreement Terms.

3. What is not covered by this Agreement

See CFA Funding Agreement Terms "What is not Covered by this Agreement"

4. Payments before your Claim(s) ends

Please see "Interim Compensation and Multiple Claim(s)".

5. What you pay if you Win the Claim(s)

If you win your claim(s), you pay our Fees and Disbursements.

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

Payments (of Compensation) and received cheques

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

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

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

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

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

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

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

6. Interim Compensation and Multiple Claim(s)s

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

7. What you pay if you lose the Claim(s)

If you lose your claim(s):

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

Notwithstanding the above, if on our advice you then wish to take any action that is outside the Scope of this Agreement (such as bringing a legal claim(s) against a Defendant) our costs incurred under the NCBA part of this agreement, including Disbursements and our Standard Basic Charges, will be your liability and recoverable under the second legal funding agreement (the CFA part of this agreement) to the extent that they represent work which may be fairly classified as preparatory to legal work in that claim(s). These should be recoverable by you as payable to you by the Defendant if you win that legal claim(s).

8. Basic Charges

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

9. The Success Fee

The success fee is set out in Schedule 2.

10. Our responsibilities

We must:

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

11. Your responsibilities

You must:

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

ensure that all Compensation and costs are paid directly into our client account.

12. Costs Negotiations

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

13. Payment for advocacy

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

The cost of any barrister instructed will be a Disbursement. We shall discuss with you:

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

14. What happens when this agreement ends before your Claim(s) ends?

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

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

- Pay our Standard Basic Charges our Disbursements (including any barristers' fees payable) and Disbursement Interest when we ask for them; or
- Pay our Standard Basic Charges our Disbursements (including barristers' fees payable) and Disbursement Interest, if you go on to win your Claim(s); or
- Pay our Basic Charges our Disbursements (including barristers' fees payable) and Disbursement Interest if you go on to win your Claim(s).

Paying Us if We end this Agreement

(i) We can end this Agreement if:

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

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

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

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

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

If this happens, you will only have to pay Standard Basic Charges Disbursements and Disbursement Interest if you go on to win your Claim(s).

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

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

In this situation, we may in our absolute discretion

crystallise your payment in the sum of £150 (plus VAT) or require payment in accordance with the section "Paying Us if You end this Agreement".

15. Death

This Agreement automatically ends if you die before your Claim(s) is concluded. We will be entitled to recover our Standard Basic Charges, Disbursements and Disbursement Interest up to the date of your death from your estate.

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

16. What happens after this agreement ends

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

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

17. Publicity

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

18. VAT

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

19. Other Points

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

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

Schedule 1

Basic Charges and Standard Basic Charges

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

Please see "Basic Charges and the Contingency Fee Payment" in the Client Agreement Document.

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

Additional costs payable in successful cases.

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

- Any non-attendance fees or other associated costs for failing to attend a hearing or examination that are not Recovered.

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

Standard Basic Charges

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

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

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

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

Schedule 2 - Success fee

There is no Success Fee for the NCBA part of this Agreement.

Schedule 3 - Overall cap

No Overall Cap applies for the NCBA part of this Agreement

Glossary of Terms

Advocacy

Appearing for you at court (or other) hearings.

Agreement

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

Basic Charges

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

Claim(s)

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

Compensation

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

Contingency Fee Payment

Please see Schedule 1

Costs

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

Defendant

The other party in any civil Claim(s).

Disbursements

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

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

Disbursement Interest

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

Fees

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

Final Compensation

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

Interim Compensation

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

Lien

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

Lose

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

Ombudsman

The Financial Ombudsman Service

Provisional damages

Money that the Scheme must pay or agrees to pay, on the basis that you will be able to go back to court/other at a future date for further compensation if:

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

in a way that has been proved or admitted to be linked to your personal injury claim(s).

Portal

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

Recovered

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

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

Scheme

The relevant compensating authority, namely the:

- Criminal Injuries Compensation Scheme; or
 - Motor Insurers Bureau (Untraced Drivers) Scheme;
- or
- Armed Forces Compensation Scheme.

Standard Basic Charges

See Schedule 1.

Trial

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

Win

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

'Finally' means that the Scheme:

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

CFA Funding Agreement Terms (Where Proceedings are Issued)

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

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

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

Any litigation (ie Court) proceedings in respect of **Your Claim(s)**, namely:

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

2. What is covered by this Agreement but not covered by the NCBA Funding Agreement Terms?

- Any work covered by the NCBA Funding Agreement Terms.

3. What is not covered by this Agreement?

- Any referral /complaint made to the Financial Ombudsman Service (the "Ombudsman") unless otherwise agreed
- Any applications to any centralised schemes unless otherwise agreed
- Any counterclaim(s) against you.
- Any appeal you make against the final judgment or order.
- Any related services such as Financial or Tax advice or obtaining any required grants of probate or letters of Administration or setting up a Personal Injury Trusts.

- Any work covered by the NCBA Funding Agreement Terms
- Any action you wish us to take in relation to a re-opening or review of any decision or award unless specifically agreed otherwise.
- Any appeal against a decision or award made on review unless specifically agreed otherwise. If we advise an appeal this may incur additional costs and/or expenses and we will notify you of these so that you can decide whether to lodge an appeal.
- Any proceedings before any Upper Tier Tribunal (such as Judicial Review proceedings).
- Any related services such as Financial or Tax advice or obtaining any required grants of probate or letters of Administration or setting up a Personal Injury Trusts.

4. Payments before your Claim(s) ends

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

5. What you pay if you Win the Claim(s)

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

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

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

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

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

Notwithstanding the above, all of our costs Fees and Disbursements incurred "under the NCBA part of this agreement" including Disbursements and our Standard Basic Charges will be your liability and payable by you under the terms of the CFA to the extent that they represent work which may be fairly classified as preparatory to legal work in respect of Issuing Proceedings. These should be recoverable by you as payable to you by the Defendant if you win Your Claim(s).

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

Special provisions in respect of Offers

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

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

If either of these happen, then:

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

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

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

Payments and received cheques

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

Assessment(s) of your Fees

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

6. Interim Compensation

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

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

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

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

7. Provisional Damages

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

8. What you pay if you lose the Claim(s)

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

If you lose your Claim(s) your liability for our Fees and

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

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

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

9. Basic Charges

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

10. The Success Fee

The success fee is set out in Schedule 2.

11. 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(s).

12. Your responsibilities

You must:

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

compensation) without our agreement;

- Not enter into any new agreement concerning your Claim(s) that does not acknowledge the enforceability of this Agreement and our rights;
- Not create a charge over your Compensation in favour of any other person;
- Not create any future interest in your Compensation that would have priority over our interest and/or any Litigation Funder's interest; and
- Not to receive any payment directly from the Defendant or any other person in respect of Compensation or Costs and ensure that all Compensation and Costs are paid directly into our client account.

13. Costs Negotiations with the Defendant

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

14. Costs Recovery from the Defendant(s)

Claim(s) where Fixed Recoverable Costs do apply

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

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

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

Claim(s) where Fixed Recoverable Costs do not apply

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

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

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

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

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

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

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

15. If the Defendant fails to pay monies due to you

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

16. Payment for advocacy

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

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

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

Barristers who have a conditional fee agreement with us

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

Barristers who do not have a conditional fee agreement with us

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

17. What happens when this agreement ends before your Claim(s) ends?

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

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

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

Paying Us if We end this Agreement

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

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

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

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

- Pay our Basic Charges our Disbursements (including any barristers' fees payable), Disbursement Interest and any applicable Insurance costs and Litigation Funding Fee but not the Success Fee; or

- Pay our Fees, Disbursement Interest, any applicable Insurance costs and any barristers' success fees if you go on to win your Claim(s).
- (ii) We have the right to end this Agreement if:
- We believe you are unlikely to Win.
 - We are unable to obtain ATE Insurance to support your Claim(s).

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

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

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

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

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

(vi) If either of the following occurs:

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

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

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

18. Death

This Agreement automatically ends if you die before your Claim(s) is concluded. We will be entitled to recover our Fees (but not Success Fee) and Disbursement Interest up to the date of your death from your estate.

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

19. What happens after this agreement ends

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

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

20. Publicity

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

21. VAT

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

22. Fraudulent or (deliberately) Exaggerated Claim(s)

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

- Any insurance policy may be voided, in which case you would be personally responsible for paying any

and all Fees.

- You will likely be ordered to pay Adverse Costs and will lose the protection you have from Qualified One Way Costs Shifting.
- Regardless of whether you Win or Lose your Claim(s), you will pay our Fees and the Overall Cap will not apply.

23. Other Points

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

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

Schedule 1 - Basic charges

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

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

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

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

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

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

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

Schedule 2 - Success fee

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

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

Schedule 3 - Overall Cap

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

Exclusions/variations from the Overall Cap

Standard (non-Group Litigation) exclusions

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

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

Glossary of Terms

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

Acceptance Period

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

Advocacy

Appearing for you at court hearings.

Agreement

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

Appeal

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

Basic charges

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

Claim(s)

Your demand for Damages for personal injury whether or not court proceedings are issued.

Compensation

See Damages

Costs

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

Costs Budget

This is a formal Court document which **sets the reasonable limits of recoverable costs by any party early on in the**

litigation and provides clarity to parties as to their costs exposure in the event of a loss.

Counterclaim(s)

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

Damages

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

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

Disbursements

Payments we incur or make on your behalf such as:

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

Disbursement Interest

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

Fees

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

Formal Offer to Settle

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

Interim Compensation

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

Interim hearing

A court hearing that is not final.

Lien

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

Lose

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

Provisional damages

Money that a court says the Defendant must pay or the Defendant 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 your personal injury claim(s).

Qualified One-Way Cost Shifting

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

Recovered

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

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

Small Claim(s) Track Claim(s)

Claim(s) that conclude:

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

Success fee

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

Trial

The final contested hearing or the contested hearing of any

issue to be tried separately and a reference to a claim(s) concluding at trial includes a claim(s) settled after the trial has commenced or a judgment.

Win

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

'Finally' means that The Defendant:

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

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

CFA Funding Agreement Terms Appendix 1: Costs Estimates

Costs Estimates in respect of our Basic Charges for a Civil Claim(s)

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

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

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

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

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

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

Fixed Recoverable Costs

Most claim(s) where the compensation claim(s)ed is less than £100,000 are subject to the fixed costs provisions in part 45 of the Civil Procedure Rules.

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

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

Worked Example of a Deduction from Compensation calculation

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

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

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

Not all of your losses claim(s)ed were recovered from the defendant as follows.

Your Claim(s)

Amount Claim(s)ed	Amount Agreed in Settlement
£15,000	£14,000

All of your Expenses/Disbursements claim(s)ed were recovered from the Defendant.

Our Fees

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

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

What a Client Pays (out of Compensation)

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

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

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

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

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

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

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

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

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

By email to:- carfinanceclaims@slatergordon.co.uk

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

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

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

1. General

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

2. Provision of Advice

21. Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.

22 We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised. We will advise on the law in England and Wales only.

23 You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in

all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.

24. If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.

25. You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third

party or result in a breach of any law, rule or regulation.

26. To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

3. Duty of Confidentiality

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

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

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

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

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

Any such disclosure shall of course be conducted in confidence.

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

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

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

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

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

4. Conflicts of Interest

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

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

5. Anti-Money Laundering Rules

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

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

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

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

we may not be able to communicate the reason for ceasing to act.

6. Client Money

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

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

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

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

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

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

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

- On money held to pay a professional disbursement if there has been a request for delay in settlement;
- On money held for the Legal Aid Agency;
- On money that we have paid into a client account as an advance from the firm to fund a payment on behalf of a Recipient in excess of funds held for that Recipient;
- If we have agreed with a Recipient to contract out of our obligation to pay interest;

- On monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe; and

- Where the amount of interest, calculated in accordance with this policy, is less than £20.

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

The FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS.

7. Professional Charges, Expenses and Disbursements

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

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

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

7.4. By instructing us, you are authorising us to incur such charges and disbursements as we

consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In some circumstances we may ask you to pay our charges and expenses before we commence work.

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

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

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

78. We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.

79. Certain employees are authorised to sign bills of costs on behalf of the firm. Electronic signatures may be used.

8. Payment

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

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

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

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

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

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

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

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

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

87. We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.

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

9. Costs Recoverability in Criminal Litigation (where applicable)

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

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

changes in any material respect then we will need to recalculate the costs estimate.

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

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

10. Complaints

10.1 We aim to deliver a first class service every time and want your experience with Slater and Gordon to be a positive one. Sometimes things don't go as expected though and we welcome complaints as an opportunity to review and improve our service. If something is wrong, we're committed to fairly and transparently investigating it in order to resolve matters to your satisfaction. Please raise any customer issues or service complaints, and we'll aim to resolve them as swiftly as possible for you. We have a comprehensive complaints procedure which is available on request or on our website.

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

You can contact the Client Care team by:

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

10.3 How we aim to resolve your complaint:

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

from us again, please discuss any further issues with the Client Care team, who can provide guidance about whether you can refer your complaint to an Ombudsman.

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

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

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

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

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

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

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

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

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

- Within six months of receiving our final response or summary resolution communication to the person who

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

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

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

11. Termination and Notice of the Right to Cancel

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

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

11.3. If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge for work done and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

11.4. Should you decide to cancel your instructions with us, and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

11.5. Notice of the right to Cancel – If you have not attended our offices in person, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must

give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter or Funding Agreement Terms (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you will still be required to pay for services supplied before the cancellation date.

11.6. If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted or sent electronically.

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

12. Limitation of Liability

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

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

12.3 Subject to clause 12.7, our liability for losses arising out of, or in connection with, our retainer (including the legal costs you incur in pursuing recovery of the losses and any interest) shall be limited to the sum of £3 million in respect of any claim(s) against us. In defining what a claim(s) is for the purposes of this clause, all claim(s) against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claim(s) against us arising from one matter or transaction, shall be regarded as one claim(s).

12.4 Subject to clause 12.7, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the

proportion of your losses which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

12.5 We could be affected by any limitation or exclusion of liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. Subject to clause 12.7, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

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

12.7 Nothing in these Terms of Business excludes or restricts:

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

12.8 We believe the limitations on our liability we have set out are reasonable having regard to the likely level of the loss we would cause to you in the event that we incur a liability to you, and the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future. But should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you, including the option of providing further cover at additional cost.

13. Intellectual Property Rights

13.1. We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our

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

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

14. Storage of Papers and Documents

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

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

15. Data Protection and Electronic Communication

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

15.2 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

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

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

16. Professional Indemnity Insurance

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

17. Tax Advice

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

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

18. Regulation

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

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

19. Equal Treatment

19.1 We are committed to promoting equality and diversity in all of our dealings with clients, third

parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

20. Rights of Third Parties

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

21. Severability and Good Faith

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

22. Non-Waiver

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

23. Cyber Crime Alert

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

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

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

23.4 Finally, we advise you in the strongest terms to ensure that you have up to date and effective security

software operating on your computer, ensuring that your passwords are changed periodically, kept secure and not passed to other persons who are not authorised users of your computer system. This advice is highly pertinent in relation to your email server.

24. Electronic Communications

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

25. Governing Law and Jurisdiction

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

