

## Terms of Business – A Summary

The following terms constitute the Terms of Business of EH Reclaim for the provision of legal services as described below. They will apply to all transactions between both parties, unless varied in writing.

### 1. Introduction

EH Reclaim is a trading style of Edwards Hoyle Ltd, a company registered in England and Wales (No. 08147348), authorised and regulated by the Solicitors Regulation Authority (No. 570113).

### 2. Scope of Service

We specialise in financial mis-selling claims and will handle your claim under a no win, no fee agreement. We offer legal services to assist clients with various financial claims, including but not limited to:

- PCP (Personal Contract Purchase) Claims – We provide guidance and representation for individuals who believe they have been mis-sold a PCP finance agreement, ensuring they receive fair compensation where applicable.
- Unaffordable Lending Claims – Our team helps clients who have been subject to irresponsible or unaffordable lending practices to seek redress and claim compensation for any financial harm suffered.

By engaging our legal services, clients acknowledge that:

- We will assess eligibility and potential claims based on provided documentation and financial circumstances.
- Any advice or assistance provided does not guarantee a successful claim.

### 3. No Win, No Fee Agreement

- If your claim is successful, we will deduct a percentage fee from any compensation awarded.
- If your claim is unsuccessful, you will not be required to pay our fees.

### 4. Fee Structure

Our fees are calculated as a percentage of the compensation awarded, subject to the following maximum limits. These fees are exclusive of VAT, meaning VAT will be added at the applicable rate (currently 20%):

Band	Redress (£)	Percentage (%)	Maximum Fee (£)
1	0-1,499	30	£420
2	1,500-9,999	28	£2,500
3	10,000-24,999	25	£5,000
4	25,000-49,999	20	£7,500
5	50,000 or above	15	£10,000

For example, if you receive £10,000 in compensation, our fee would be 25% (£2,500) plus VAT (£500), making a total deduction of £3,000.

All examples provided are for illustrative purposes only, and exact deductions will be confirmed upon settlement. VAT is charged at the current applicable rate and may change in accordance with UK tax law.

### 5. Alternative Option

Please note that you are free to pursue a claim yourself, and it is not a requirement to instruct a third-party law firm to assist you in recovering compensation.

### 6. Refunds & Debt Reduction

In some cases, lenders may use part or all of your compensation to reduce outstanding debt rather than issuing a direct refund. If this occurs, our fee will still be due based on the total compensation awarded, not just the amount you receive in cash.

### 7. Potential Impact on Open Credit Accounts

If you have signed up for an unaffordable lending claim, please be aware that if your account is still open and active with the lender, they may reduce your credit limit or close the account, preventing further use.

### 8. Costs Payment

- Compensation payments may be received by us first, from which our fee will be deducted before the balance is transferred to you.
- We will request your account number and sort code to enable us to transfer the balance of your compensation after our deductions.

- If any payments are due to us, we will provide our bank details for settlement.

## **9. Your Obligations**

- Provide complete and accurate information.
- Respond to our communications in a timely manner.
- Inform us of any relevant changes or additional information.

## **10. Communication & Service Standards**

We will update you regularly on the progress of your claim.

We aim to respond to emails and letters within seven working days.

## **11. Complaints Handling**

- If dissatisfied, please first contact the complaints department via email at [admin@ehreclaim.co.uk](mailto:admin@ehreclaim.co.uk), specifying the nature of your complaint.
- If unresolved, you may escalate your complaint to Victoria Hoyle. Please see our complaints Procedure.
- If still dissatisfied, you may contact the Legal Ombudsman (0300 555 0333, [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)) within six months of our final response.

## **12. Termination**

- You may terminate our services in writing at any time, but you may be liable for costs incurred unless you cancel within the 14-day cooling-off period.
- We may terminate the agreement if we believe the claim is unlikely to succeed.

## **13. Know Your Customer (KYC) & Anti-Money Laundering (AML) Compliance**

- Proof of identification (ID) may be required to comply with KYC and AML regulations.
- We may complete a soft credit search to verify the accuracy of the details provided.
- If you are completing a PCP claim, we may review your credit report to ensure we identify all relevant lenders.

## **14. Confidentiality & Data Protection**

- During the period of our engagement, we shall request information about your personal and financial situation from you.
- Your personal data will be processed in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- We may share relevant case details with third parties necessary to progress your claim.
- We may securely store a copy of your signature on file for verification and compliance purposes.

## **15. Governing Law**

These terms are governed by the laws of England and Wales.

## **16. Contact Details**

We can be contacted by telephone on 01625 801235, by email at [admin@ehreclaim.co.uk](mailto:admin@ehreclaim.co.uk), and in writing to:

Edwards Hoyle Limited, Suite T3, 3rd Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.

## **17. Agreement to Terms**

By signing the separate Letter of Authority provided alongside these Terms of Business, you confirm that you have read, understood, and agree to these Terms of Business.

## Client Care Letter

Dear Client,

### Re: Your Financial Mis-selling Claim

Thank you for instructing EH Reclaim, a trading style of Edwards Hoyle. We are specialists in handling financial mis-selling claims and with our expertise and assistance we are confident that you will receive the correct level of compensation for your claim.

Having discussed the alternative ways of funding your claim we agree to act for you by way of a Damages Based Agreement (DBA). This is most common type of funding agreement for claims of this nature. This means if your claim is successful you will pay us a maximum of 30% plus vat of any sums or benefits received plus expenses not recovered from your opponent (where applicable). If you are not successful you will not have to pay our charges but may still be liable for any expenses incurred.

#### Documents Enclosed:

- Client Care Letter
- Damages Based Agreement
- Authority to act
- Data Subject Access Request Form

Please read through these documents. If any of the information is incorrect or if there is anything that you do not understand, please contact the handler on the number below and we will be happy to help.

Following our discussion we can also, where you do not have an existing policy of Legal Expense Insurance, arrange cover at **NO UP FRONT COST** to you. This will protect you against the other side's legal fees if we need to take your claim to Court and will also insure any expenses that we incur in your behalf should the claim be unsuccessful. The premium will only be paid by you in addition to the deduction mentioned above.

As discussed where you do not have all of the relevant documentation we may need to apply to the lender for this on your behalf using a Data Subject Access Request.

We must remind you that it is possible to pursue your claim without the assistance of solicitors or a claims management company. You also have the right to seek further advice and to shop around for other providers of legal or claims management services.

We look forward to receiving the signed documentation to enable to commence your claim.

In addition please could you provide me with two forms of identification, one to be a photographic ID and the other a proof of address (a utility bill or bank statement dated within the last three months). Copies of these documents will be sufficient and can be emailed to [admin@ehreclaim.co.uk](mailto:admin@ehreclaim.co.uk).

## **Terms of Business**

### **Introduction**

Thank you for instructing EH Reclaim, a trading style of Edwards Hoyle Limited. Your instructions are in connection with your claim for financial mis-selling.

Set out below are the details of our client care information and terms of business. Please read these in conjunction with the Damages based Agreement which apply to your matter.

### **Who Will Deal With Your Case?**

The Financial Mis-selling Team will be the dedicated team of people who will have day to day responsibility of your case. They can be contacted by telephone on 01625 801235 by email at [admin@ehreclaim.co.uk](mailto:admin@ehreclaim.co.uk) and in writing to Edwards Hoyle Limited, office Suite T3(C), 3<sup>rd</sup> Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB

The person with overall responsibility for supervision of your matter is Victoria Hoyle who is a Partner. She can be contacted by telephone on 01625 577660 by email at [info@edwardshoyle.co.uk](mailto:info@edwardshoyle.co.uk) and in writing to the above address.

Other colleagues may assist with your case from time to time and will be happy to help in the event that you cannot make contact with the Financial Mis-selling Team or Victoria Hoyle at any time.

### **Levels of Service**

If we are unavailable to take a telephone call we will endeavour to return it the same day but if we cannot we will return your call during the next working day. Our normal opening hours are 9am to 5pm Monday to Friday. If you write to us (including by email) there should be a reply within seven working days. The name of the team handling the case are set out above. We work as a team so from time to time another representative may assist on or take over your file (in which case we will confirm your new day to day contact in writing).

We will update you regularly in relation to your Claim including how long we anticipate the Claim will take to come to a conclusion or to reach a particular stage. We will also update you on whether the likely outcome continues to justify the costs involved in pursuing this Claim.

### **Complaints**

We aim to offer all our clients an efficient and effective service. If you are not happy with the service provided you should contact the team who are handling your claim and explain your concerns. If you are still not satisfied then you should write to Victoria Hoyle, a Partner who will review your complaint and respond, in writing, within 10 working days. Please note the Legal Ombudsman scheme requires that you give us the opportunity to deal with any complaint.

Should you still feel your complaint has not been resolved satisfactorily then you may after a period of 8 weeks from the complaint was made or after our final response (if this is sooner) choose to contact the Legal Ombudsman - tel 0300 555 0333 or in writing at PO Box 6806, Wolverhampton WV1 9WJ, or by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). The Legal Ombudsman will give all parties an opportunity to make representations before making a decision. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

### **Other Methods of Funding**

There are alternative ways in which you could consider funding your Claim other than under a Damages Based Agreement:

- You could fund the claim privately. We would charge you our Basic Charges and Disbursements only. The same hourly rates would apply as set out in the DBA. We would bill you for all work done on a quarterly basis along with any Disbursements incurred. At the conclusion of the Claim we would seek to recover for you as much of our Basic Charges and Disbursements as possible.
- It may be that you have legal expenses insurance. You would then fund the Claim privately as set out above, but

you would be entitled to an indemnity from your legal expenses insurer for our fees up to the amount of cover that you have. We would have to carry out an investigation into the suitability of any such insurance and the level of cover. Should you wish to consider this there would be charge for doing so. It is most unlikely that your policy will cover all of our fees in any event, although we would not know for sure unless you ask us to investigate this. Any shortfall would remain your responsibility whether you Win or Lose your Claim. If your current insurance does not have appropriate cover then you may be able to take out an After the Event Insurance policy.

- If you are a member of a Trade Union and you have had an accident at work sometimes your Union would be able to appoint a solicitor for you, but you are likely to lose your right to choose your own solicitor. You would then have to discuss with those solicitors how they would seek to charge you for their fees and the extent to which you might be entitled to an indemnity.
- You may receive a low income or have few assets and think of legal aid. In civil claims this is now very limited. You can check if you are eligible on the government website [www.gov.uk/check-legal-aid](http://www.gov.uk/check-legal-aid). From what you have told us we do not think legal aid is an option for your type of claim.
- Finally there is the possibility of entering into a "Conditional Fee Agreement". This is a contingency fee agreement whereby we will not charge a fee if your claim fails (only our Expenses and Disbursements). If the claim is successful we will charge a Success Fee (a percentage uplift of our Basic Charges) in addition to our Basic Charges.

We have discussed these methods of funding with you and understand that you wish to proceed with this DBA. Alternatively if you wish to consider one of the above methods of funding please contact us for more information.

### **Your Prospects of Success**

At this early stage of your Claim we can only provide a preliminary view of your prospects of success which is that we consider your Claim to have reasonable prospects of success. This means that you are more likely to Win than Lose your Claim, therefore the cost of specialist legal advice is justified due to the fact you are more likely to have a positive rather than negative outcome. Our opinion may change as evidence is disclosed throughout your Claim. We will inform you if our view changes and provide you with an up to date opinion of your prospects of success.

### **Estimate of Time**

It is difficult to provide an accurate estimate of the length of time it will take to conclude your matter so early on in the Claim. Our current estimation is 6-12 months because we currently do not believe your case will require litigation.

### **Estimate of Costs**

It is difficult at this early stage, to give an accurate estimate of the likely level of Costs that will be incurred in relation to your matter if the Claim is successful as it depends on the time it takes to conclude it on your behalf.

One of the major factors in determining this, and the likely time scale, will be the manner in which the other party deals with the case which will ultimately have a bearing on how quickly we can resolve matters on your behalf.

On the basis that it is possible to resolve matters without protracted negotiations, Court Proceedings or unforeseen circumstances, then we would estimate that the total Basic Charges (including Disbursements) in dealing with your matter will be in the region of approximately £3,000.00 to £4,000.00. This estimate is not intended to be fixed. We will update this estimate every six months and/or at any point it appears that your claim will exceed the fee estimate provided.

### **Interest on costs**

Where you are successful and the other party is ordered to pay some or all of your legal charges and Expenses, we may be able to claim interest on those sums from the date of the Court Order. Where a Court Order is made which entitles us to claim interest on charges and expenses we will retain that interest.

### **Funds held on your behalf**

Any funds, which we receive on your behalf, will be held in our client account and, in accordance with professional regulations, will attract non-compound or simple interest. To help us cover the expense involved in calculating and paying interest and preparing Inland Revenue returns, we do not account to clients for the first £50 of accrued interest.

### **Assessment of Costs**

Where we intend to seek payment from you for some or all of our Costs you have the right to request an assessment of those Costs. If you wish to request an assessment of our Costs please notify us within one month of receipt of our bill. There are strict provisions within the Solicitors Act 1974 relating to the assessment of Costs which give you the right to have a bill checked by an Officer of the Court. We will provide you with these details upon request.

### **Anti Money Laundering**

We must guard against the risk of money laundering. We need to obtain formal evidence of your identity and if necessary we will ask for your passport together with two or more documents to establish your address, such as recent utility bills, council tax or bank statements. Where we are to pay money to you, we will do so by cheque in your favour or by BACS into an account in your name. The proceeds of Crime Act 2002 may oblige us to report information about criminal offences to the National Crime Agency (NCA). In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including, for example, tax evasion and benefit fraud. If we have made a report we will not be able to tell you that we have done so. A report may result in an investigation by the Police, the Inland Revenue, or other authorities.

### **Conflicts of Interest**

We always check any conflicts of interest between clients. A conflict may arise, for example, if your opponent is or has been our client. If so, we may not be able to act for you. If you are aware of any circumstances where you believe there may be such a conflict, please tell us without delay.

### **Storage of documents**

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing to us for our Basic Charges and Expenses. We operate a paperless office so at the end of the claim we will return any original papers to you and will scan and save any documents that we consider to be important. The remainder of your file will be destroyed.

### **Confidentiality**

Confidential information about you or your case will not be revealed by anyone at this firm to other people. We confirm that we will deal with any information you provide in accordance with our legal obligations under the Data Protection Act 1998. You agree that your file of papers may be audited as part of a general file audit by the Law Society, the Solicitors Regulation Authority, any professional advisors we appoint and your legal expense insurers if you have a policy of legal expense insurance or to test our compliance with the Lexcel Practice Management Standard. We will only allow audit of your file with those parties who owe a duty of confidentiality or to whom we are obliged to share data with such as our accountants or the NCA.

### **Data Protection**

This is covered in a separate document entitled 'Data Protection Consent Form'.

### **Termination**

You may terminate your instructions to us in writing at any time in accordance with the DBA, but we will be entitled to keep all of your papers and documents whilst there is money owing to us for our Basic Charges and Expenses. We must give you reasonable notice that we will stop acting for you.

### **Distance Selling Protections**

We have not met with you, so the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this work. This means you have the right to cancel your instructions to us within fourteen days of signing the DBA without giving any reason. You can cancel your instructions by contacting us by post, email or fax to this office and we attach to the DBA at Schedule 1 a form for your use. You do not have to use this form but if you do not then you must deliver a clear statement of cancellation by post, email or fax to

: Edwards Hoyle Ltd, office Suite T3(C), 3<sup>rd</sup> Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB. email: victoria@edwardshoyle.co.uk , fax 01625 577661.

If you cancel the contract having already requested that we begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract.

### **Professional Indemnity Insurance**

Our professional indemnity insurers are Endurance Worldwide Insurance Limited of 1<sup>st</sup> Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB. Our territorial coverage is the UK. The limit of our liability to you shall be capped at £3,000,000 in accordance with our professional indemnity limit.

### **Financial Conduct Authority**

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 and Edwards Hoyle is included on the Financial Conduct Authority register meaning we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/Pages/register](http://www.fca.gov.uk/Pages/register)

Please note however that responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

### **Conclusion**

If you have any queries, questions or concerns in relation to this letter, the DBA or in relation to your claim please do not hesitate to contact the team on the contact details provided above.

Yours sincerely

***V.Hoyle***

Victoria Hoyle  
Edwards Hoyle

**DAMAGES-BASED AGREEMENT**

between

**EHRECLAIM, A TRADING STYLE OF EDWARDS HOYLE LIMITED**

and

**CLIENT**



**THIS AGREEMENT** is dated

## **PARTIES**

- (1) EH Reclaim, a trading style of Edwards Hoyle Limited of Suite T3(C), 3<sup>rd</sup> Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB. ("**we/us/our**").
- (2) Client of Clients address ("**you/your**").

## **BACKGROUND**

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

## **DEFINITIONS**

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

**ATE insurance:** after the event insurance policy which may be acquired by you to insure against the risk of being responsible for the legal costs of the Opponent

**Charges:** our charges as set out in clause 11;

**Claim:** Financial mis-selling

**Dispute: any dispute** arising out of or in connection with this agreement or the performance, validity or enforceability of it;

**Dispute Notice:** written notice of a Dispute, setting out the nature and full particulars of the Dispute, together with relevant supporting documents;

**Expenses:** payments we make or are obliged to make to others in relation to the Claim (including, but not limited to, payments for court fees, caveat renewal fees, expert's fees, Counsel's fees and travelling expenses and the ATE insurance premium), net of any amount that has been paid or is payable by another party as a reimbursement of such items;

**Fee:** a sum up to 30% plus vat of the relevant sums recovered at first instance.

**Interim Applications:** interim applications to the court where it orders costs in your favour;

**Interim Application Costs:** the costs of work done by us on Interim Applications, but limited to the amount recovered from your Opponent in respect of such applications;

**Lose:** no Settlement is reached between you and the Opponent, the court dismisses your Claim without making any award in your favour and your Claim does not provide any benefit to you or if you decide to discontinue the claim;

**Opponent: the financial business to whom we are claiming against.**

**Settlement:** an agreed conclusion of any Claim or right to Claim by you.

**Sums Recovered:** means any amount or benefit ultimately recovered in relation to the Claim;

**Win:** if your Claim produces any benefit directly or indirectly to you either by Court Order or by settlement with your Opponent or any other source. "Benefit" may include non-cash benefits and not just payment of money.

## **AGREED TERMS**

### **1. THE PURPOSE OF THIS AGREEMENT**

- 1.1 You enter this agreement with us for us to represent you in the pursuit of your Claim.

### **2. WHAT IS COVERED BY THIS AGREEMENT**

- 2.1 The following is covered by this agreement:

- (a) All of the work we do on your Claims for damages against your Opponent and/ or any other party subsequently found liable for your losses which are subject to your Claim from the date you first instructed us.

### **3. WHAT THIS AGREEMENT DOES NOT COVER**

- 3.1 This Agreement is limited to the pursuit of your Claim through any Financial Provider and/ or any Claim to the Financial Ombudsman service or any County or High Court in England and Wales. Expressly it does not cover:
- (a) any additional claims you make against your Opponent or against any other party;
  - (b) any counterclaim against you;
  - (c) any appeal you make;
  - (d) any appeal made by your Opponent or any other party;
  - (e) any steps taken to enforce any judgment, award, order or agreement against your Opponent; and/or
  - (f) any other claim(s) or proceedings made by or against you.

#### **4. OUR OBLIGATIONS**

- 4.1 We will:
- (a) act for you in pursuing the Claim;
  - (b) always act in your best interests in dealing with your Claim and seeking to obtain for you a good result, subject to our legal duties, including but not limited to our overriding duty to the court and our rights under this agreement or otherwise;
  - (c) explain to you the risks and benefits of taking legal action;
  - (d) give you our best advice about whether to accept any offer of settlement; and
  - (e) inform you about our Charges when requested.

#### **5. YOUR OBLIGATIONS**

- 5.1 You will throughout the period we handle your Claim, in a timely manner:
- (a) give us a complete and accurate account of the facts of your Claim and all relevant documentary or other evidence in your possession;
  - (b) give instructions that allow us to do our work properly;
  - (c) not ask us to work in an improper or unreasonable way;
  - (d) not mislead us or allow us to be misled;
  - (e) co-operate with us and assist us when asked;
  - (f) attend all court hearings we ask you to;
  - (g) pay for Expenses as the case goes on (subject to the discretion contained in clause 8.2 below);
  - (h) comply at all times with the requirements of any insurance;
  - (i) not reject our advice as to settlement of the case unless that advice is clearly unreasonable;
  - (j) not, without our consent, pursue any other claim or course of action which, in our opinion, may prejudice or overlap with your Claim; and
  - (k) ensure you are open and honest with us at all times.

- 5.2 You will be responsible for any adverse costs payable to your Opponent in relation to the Claim. We will discuss with you options to insure against such potential liability.

#### **6. COOLING OFF PERIOD**

- 6.1 In addition to your rights under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, the following clauses shall have effect:

- (a) You may terminate this agreement within 14 days of the date of you entering into this agreement for any reason and you will not be charged.
- (b) If you wish to terminate the agreement you must do so in writing.

- 6.2 Schedule 1 contains the statutory notice we are obliged to give to you. It also includes a model cancellation form. You are not obliged to use this form it is provided only to assist you.

#### **7. TERMINATION OF THIS AGREEMENT**

- 7.1 In entering this agreement it is our intention to obtain a Win. However, there are circumstances in which either one of us may wish to end this agreement before that may occur.
- 7.2 We may terminate this agreement if we consider that you have not acted reasonably and/ or honestly or intend not to act reasonably and/ or honestly at any time in the future (including, but not limited to, failing to

meet your obligations as set out in clause 5). You will then be liable to pay the Expenses and our Charges incurred up to the date of termination, within 28 days of delivery of our bill to you.

- 7.3 We may also terminate if at any time we conclude that it is unlikely that a Win will be obtained or if we conclude that the likelihood or likely amount of a Win do not justify the legal time and resources required. In that case, you would not have to pay our charges unless there is a Win.
- 7.4 For the avoidance of doubt, failing to accept our advice on whether any offer of settlement should be accepted and/or whether any offer of settlement should be made (and, if so, on what terms) will amount to unreasonable behaviour on your part.
- 7.5 With the exception of the circumstances in clause 7.6 you may terminate this agreement at any time on condition that you are then liable to pay the Expenses and our Charges incurred up to the date of termination, within 28 days of delivery of our bill to you. The exception to this is if you terminate during the 'Cooling Off Period' outlined in clause 6.
- 7.6 You agree not to terminate this agreement:
- (a) during the period of any negotiation for Settlement;
  - (b) when any Settlement has been agreed; or
  - (c) seven clear days before any court hearing where the court is expected to make its final determination of your Claim.
- 7.7 Clauses 7.2 and 7.5 are without prejudice to any right of either party under the general law of contract to terminate this agreement.
- 7.8 If this agreement ends in any of the circumstances referred to in this clause 7, we will tell the court, your Opponent and/or anyone who may be representing your Opponent that we are no longer representing you. You will be free to deal with your Claim on your own behalf or to instruct someone else to do so. However, until we are paid the Expenses and our Charges that you owe us in accordance with clauses 8 and 11, we are entitled to a "lien" over any of your property that is in our possession. Therefore, until we are paid, we will be entitled to keep your case papers.
- 7.9 If following termination of this agreement (by either party) you go on to Win, we shall be entitled to charge you a further amount so that our total charges equal the amount we would have been entitled to pursuant to clause 9, had such termination not have occurred.
- 7.10 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement including clauses 7, 8, 9, 10, 11, 12, 14, and 16 shall remain in full force and effect.

## **8. EXPENSES**

- 8.1 You are responsible for paying the Expenses in part or full which are not recovered from your opponent (net of any amount which has been paid or is payable by your Opponent by Court Order or agreement) that are incurred on your behalf regardless of whether you Win or Lose.
- 8.2 We shall pay any Expenses in relation to your claim in advance subject always to our reasonable discretion in the event of expenses exceeding £3000 (inclusive of VAT if applicable).
- 8.3 These are on top of the amount you pay us for the work we do.
- 8.4 We will repay any Expenses that you have paid and that the Opponent is then ordered, or has agreed to pay.
- 8.5 We will charge you for Expenses as your matter progresses. You will not need to pay these until your matter concludes.

## **9. WIN**

- 9.1 If there is a Win, you agree to pay us the Fee.
- 9.2 The Fee covers:

- (a) any work done by us from and the date of our Engagement Letter in relation to your Claim (including on Interim Applications);
- (b) VAT on these charges.

9.3 The Fee does not cover any Expenses that you are responsible for in accordance with clause 8.

9.4 The reason for setting the Fee at a maximum of 30% plus vat takes into account:

- (a) how much work we expect to do
- (b) how long your Claim is expected to last during which we will not be paid;
- (c) our estimate of the prospects of reaching a Win;
- (d) our estimate of the prospects of the case ending with a Lose outcome;
- (e) the risk that we do not get paid;
- (f) the amount of your Claim; and
- (g) VAT.

9.5 If a Part 36 offer is rejected against our advice then you obtain a judgement for less than the offer then you will remain liable for the full payment.

9.6 You agree that any money your Opponent agrees or is ordered by the court to pay to you shall be paid to us and we can deduct the Fee and any expenses from it. If your Opponent makes payment to you directly, you agree that you will pay the Expenses and the Fee in accordance with clauses 8 and this clause 9 within 3 days of delivery of our bill to you.

9.7 You agree that if your Opponent fails to comply with any agreement and/or Court Order to pay you, you will use all reasonable endeavours in assisting us to recover this money and legal costs. You agree that this will include the right for us to take action in your name to enforce such agreement and/or court order. You agree that you will be liable for the Charges and Expenses of enforcement action but we shall retain a discretion to agree how this may be funded including by a separate agreement (DBA or Conditional Fee Agreement (CFA)).

9.8 If we instruct a barrister his fees will be payable by you in the same way as Expenses.

## 10. LOSE

10.1 If you Lose your Claim, you have to pay us the Expenses and if applicable any Interim Application Costs and/or the fees charged by a barrister who is engaged on the standard basis but not the Fee.

10.2 If an adverse costs order is made against you, you will be responsible for those costs. ATE insurance may cover these costs and we will separately advise you on the options and costs of the same in writing if this may be appropriate to your case.

## 11. CALCULATION OF OUR CHARGES IF THIS AGREEMENT IS TERMINATED UNDER CLAUSE 7

11.1 If this agreement is terminated for any reason you will pay our Charges for the time spent pursuing your Claim on an hourly rate basis for time spent by us in dealing with your Claim, and as set out below:

Grade of Fee Earner	Hourly Rate
Partners or Solicitors with over 4 years experience after qualification	£230.00
All other case handlers	£175.00

11.2 The rates set out in clause 11.1 shall be used in calculating Interim Application Costs (if any).

## 12. DISPUTE RESOLUTION PROCEDURE

12.1 If a Dispute arises then the parties shall follow the procedure set out below:

- (a) either party shall give to the other a Dispute Notice;
- (b) on service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute within 30 days;
- (c) if the parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to our Managing Director who shall attempt in good faith to resolve it;
- (d) if our Managing Director and you are for any reason unable to resolve the Dispute within 28 days of it being referred to them, the Dispute shall be finally resolved by the courts of England in accordance with clause 16 in this agreement.

12.2 The parties reserve the right to issue court proceedings immediately if the right to issue proceedings is prejudiced by a delay in complying with the timeframes set out within this clause 12.

### **13. COMPLIANCE WITH DAMAGES BASED AGREEMENT REGULATIONS 2013**

13.1 You agree that:

- (a) You have been supplied with and read all necessary information in accordance with the Damages Based Agreement Regulations 2013; and
- (b) Any failure to comply with your obligations under clause 5 will be deemed unreasonable behaviour for the purposes of the Damages Based Agreement Regulations 2013.

### **14. SEVERABILITY**

14.1 If any provision of this agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this agreement.

### **15. VARIATION**

15.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each party.

### **16. GOVERNING LAW AND JURISDICTION**

16.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England.

16.2 The parties irrevocably agree that the courts of England shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

This agreement is entered on the date shown at the beginning of it

.....  
Victoria Hoyle  
for Edwards Hoyle Limited

.....  
Date

I, Client confirm that my rights and liabilities under this agreement and alternative methods of funding the Claim have been explained to me before entering into this agreement.

## Data Protection Consent Form

I, Client give my permission for EH Reclaim a trading style of Edwards Hoyle Ltd to share my personal information with other service providers in connection with my claim for compensation. This includes the notification of my claim to the Defendant and its insurers, , the disclosure of documents relevant to the claim to third parties who we work with including the FOS (Financial Ombudsman Service) and the FSCS (Financial Services Compensation Scheme). This may be to collate, value, advise upon and process the claim for example Barristers, the Court, Accountants and other relevant agencies who we instruct in pursuit of the claim for compensation.

### Statement of Consent:

- I understand that personal information is held about me.
- I can speak to Victoria Hoyle the data protection Officer at Edwards Hoyle Ltd ( contact details below ) if I want to discuss this or if I want to now or at any time in the future to restrict or vary this consent or to have my personal information deleted.
- **I agree that personal information about me may be shared and gathered from the following agencies (where relevant):**
  - The Defendant and its insurers and representatives
  - My accountants and other professional advisers
  - Barristers and The Court
  - My Bank
  - FOS (Financial Ombudsman Service)
  - FSCS (Financial Services Compensation Scheme)
  - Any other agency not listed above where the sole purpose of disclosure is in connection with my compensation claim.

**This consent to share personal information is entirely voluntary and I may withdraw or vary it at any time.**

Should you have any questions about this process, or wish to withdraw your consent please contact Victoria Hoyle (data Protection Officer) Edwards Hoyle Ltd [Victoria@edwardshoyle.co.uk](mailto:Victoria@edwardshoyle.co.uk) Tel – 01625577660 Address – Suite T3(C), 3<sup>rd</sup> Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB

### **Notice of the Right to Cancel**

This only applies if you sign the Damages Based Agreement:

- At your home, workplace or at someone else's home; or
- 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
- At our offices but following a meeting between us away from our offices.

You have the right to cancel this agreement, without reason, if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is Victoria Hoyle of Edwards Hoyle Limited, Suite T3(C), 3<sup>rd</sup> Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.; or by email to victoria@edwardshoyle.co.uk ; or by fax to 01630 577661.

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

If you wish to cancel the contract, you must do so in writing and deliver personally or send which may be by electronic mail) this to the person named above. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT) To: Victoria Hoyle  
Suite T3(C), 3<sup>rd</sup> Floor – Chimney Entrance, The Adelphi Mill, Grimshaw Lane, Bollington, SK10 5JB.  
Email: Victoria@edwardshoyle.co.uk Fax: 01630 577661

I/ We hereby give notice that I wish to cancel my Damages Based Agreement with your firm.