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**Justizia**  
**Law**

# Your PPI Plevin Refund

# Claims arising from Payment Protection Insurance ('PPI')

Even though the deadline for making a claim for 'mis-sold' PPI has passed, it is still possible to bring a claim because the relationship between the consumer and lender is or was 'unfair'. Often consumers were not told that a large proportion of the premiums for the PPI policies were paid to the lenders by the insurance companies providing the cover as commission. The failure to disclose the commission meant that the relationship is or was unfair.

Unfortunately for the lenders, millions of PPI premiums, although not mis-sold, included high levels of commission that were not disclosed. Accordingly, any PPI compensation claims that were previously rejected on the basis they were not mis-sold (or PPI claims that were not submitted before the 29 August 2019 deadline) can now be presented to the court.

## What can we do?

If we think the relationship with your lender is or was unfair, we can bring a claim on your behalf to try to put you back in the position you would have been in if you had never taken out the PPI policy.

In view of the numbers involved, we are considering joining all claims together in a 'group action'.

However, you can still bring your individual claim now, and this may then become part of any group action.

In order to instruct us to act for you, you must agree to the enclosed engagement letter, which also includes our terms and conditions of business, a privacy notice, a management provisions document relating to a collective (group) action, and a damages based (no win, no fee) agreement. There is also a letter of authority enclosed so that we can obtain information about your account from your lender.

In summary, the documents say that you will only pay us if you win your claim.

Date	
Full Name	
Address	
Case Reference	
By Email Only To	

Dear

## Claims arising out of payment protection insurance: engagement letter

Thank you for instructing Justizia Law, solicitors, ('we', 'our', 'us', 'the Firm') to act as your solicitors in relation to claims which you may have which arise out of one or more policies of payment protection insurance.

We are writing to confirm our instructions and the basis on which we will act for you.

### 1. OUR TEAM

- 1.1 Your claim will be dealt with by a team of solicitors, legal executives and litigation executives, so that work is done at the right level of seniority and experience (and, therefore, cost).
- 1.2 Mohammed Esa, Director and Solicitor, will lead the Justizia Law team.

### 2. OUR FEES

- 2.1 We have agreed to act for you under a Damages Based Agreement (or 'DBA'). This is a form of no win, no fee agreement. We will only charge you if we succeed in achieving compensation for you. In addition, we will pay all out of pocket expenses and disbursements ('Disbursements') associated with your claim. These may include court fees, the fees of experts, the cost of online disclosure platforms and the cost of any upfront after the event insurance premiums.

- 2.2 We enclose a copy of our DBA with this letter. The DBA provides that we will be entitled to charge you:

- 2.2.1 If the case settles before the issue of proceedings, our fees will be calculated in accordance with the SRA Regulatory Arrangements (Claims Management Fees) Rules 2024. The table below shows the maximum fee that can be charged depending on the amount of settlement:

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

- 2.2.2 If the case settles after the issue of proceedings or if you win at trial, 41.5% of your compensation plus VAT, plus the amount we have spent on your behalf on Disbursements, other than the fees of Counsel,. In addition, the cost of any deferred after the event insurance premiums, plus IPT, will be paid of out your compensation.  
(The phrase 'the issue of proceedings' at 2.2.2 above refers to the formal commencement of litigation against the Defendant and involves the payment of a court fee and the issue of a claim form. Once this is done, your claim will be subject to a court process.)

- 2.3 If we lose the case, then there will be no charge to you.

- 2.4 It is important that you read the DBA carefully. In particular:

- 2.4.1 You should pay attention to how a 'win' and a 'loss' is defined.

- 2.4.2 The DBA covers work done on appeals but does not cover any work done in the unlikely event that the defendant brings a counterclaim against you.

- 2.4.3 You will confirm your agreement to the terms of the DBA and this Engagement Letter by giving your electronic consent.

- 2.5 Solicitors normally charge on the basis of the time which we spend working on your case. We therefore provide these hourly rates below. Secretaries and support staff are included within the Firm's overheads.

- 2.5.1 Solicitors with over 8 years' post qualification experience – £278-300

- 2.5.2 Solicitors and legal executives with over 4 years' post qualification experience – £233-250

- 2.5.3 Solicitors of less than 4 years' post qualification experience, legal executives and fee earners of equivalent experience – £190-200
- 2.5.4 Trainees, paralegals and fee earners of equivalent experience – £134-150

- 2.6 Our hourly rates are relevant to the level of costs we may recover on your behalf if we win your claim for compensation. We review our hourly rates once a year. Any changes to our rates will take effect on 1 January. We will notify you of those changes in advance.
- 2.7 Please note that we may have agreed to pay any claims management company you have previously instructed, and who initially introduced you to us, a commission which is a percentage of our fee in the event that your claim is successful. If this commission is paid, it will be taken out of our fee – it is not in addition to the amounts set out above.

### **3. DISBURSEMENTS**

- 3.1 We may incur Disbursements on your behalf. These will be paid on your behalf by us in the first instance but other than the fees of Counsel, if you settle or win at trial they will be charged in addition to our fees.

### **4. INSURANCE**

- 4.1 If a claimant takes a case to trial and loses, they are at risk of being ordered to pay the defendant's costs. If it is necessary to take your case to trial, we will seek to protect you from this risk by obtaining appropriate after the event insurance on your behalf. Where possible, we will seek terms in respect of after the event insurance such that no upfront premium is payable, but that a premium is payable out of your compensation if you win or settle your claim.

### **5. AGGREGATION WITH OTHER CLAIMS**

- 5.1 Your claim is one of many similar claims in which we are acting. We may advise that it is in your and other clients' interests for your claim to be run in concert with other similar claims in which similar issues arise (we refer in this letter to a 'PPI Claim' or 'PPI Claims', and to the claimants or a claimant in individual PPI Claims represented by us as 'PPI Claimants' or a 'PPI Claimant'). You authorise us to combine your claim with other PPI Claims, whether by including you as a claimant in the same claim as other PPI Claimants, by consolidating your claim with other PPI Claims, by seeking a Group Litigation Order or series of Group Litigation Orders, by applying to Court for other kinds of collective management orders, or in any other way, recognising that there may be strategic and practical advantages in such a course. We refer collectively to the combination of your claim with other PPI Claims in whatever way it may be achieved as 'Collective Action'.
- 5.2 You agree that the duty of confidentiality owed to you individually by us in respect of the facts of your individual claim and any documents produced by you or to which you are free to disclose more widely shall be waived as against your fellow PPI Claimants and any committee of claimants which is established in so far (but no further) as we consider it necessary or helpful to compare the facts of individual PPI Claims against the same or other defendants for the purposes of advising on and conducting the common aspects of the PPI Claims. Any information so shared will be shared on terms of confidentiality and without any waiver of privilege, with the intention that information or documents derived from one PPI Claimant's individual PPI Claim may be deployed in any other PPI Claimant's claim and we be authorised to report to the PPI Claimants about the progress of PPI Claims in general. Solicitor-client privilege shall not be waived or abrogated from in any way by the passing of information amongst the PPI Claimants.
- 5.3 In the event that Collective Action is taken in respect of PPI Claims, you agree upon our notifying you of our intention to run your claim as part of a Collective Action, to the appointment at our discretion of a committee on the terms set out in this letter and to the assignment of the conduct of your claim and to decision-making in respect of your claim to the committee.
- 5.4 The committee's conduct of your claim will include certain decisions as to settlement of your claim:
  - 5.4.1 it may instruct us to settle your claim for an amount equal to 80% or more of the headline amount of the claim (that is, the total amount asserted in the claim to be the amount of compensation payable); but
  - 5.4.2 no vote in favour of the acceptance or making of an offer for less than 80% of the headline amount

of the claim shall be passed unless Counsel advises it to be in the best interests of the individual PPI Claimant or Claimants concerned.

- 5.5 You agree further to execute or to the deemed execution of any document necessary to effect the terms set out in the document 'Management provisions relating to collective action'.
- 5.6 In the event that Collective Action is taken in respect of PPI Claims, you also agree to the cost sharing provisions set out in the same document.
- 5.7 In accordance with this agreement, you consent to having your name included in a claim form within a Collective Action, on which your details are confirmed by a Statement of Truth, and further agree to adopt the Generic Particulars of Claim as per the Counsel's advice.

## **6. TIMING**

- 6.1 We can make no promises as to the length of time it may take to resolve your claim, as it will depend very much on the attitude taken by the defendant, whether it is necessary to issue proceedings, and whether it is expedient to start Collective Action. We will however keep you informed as to the progress of your claim.

## **7. THE SCOPE OF OUR WORK, POTENTIAL LIMITATION RISK AND OUR ESTIMATE OF COSTS**

- 7.1 You have instructed us to consider any potential claims you may have which arise out of your payment protection insurance policy. This letter is written before we have had the opportunity to analyse the detailed facts of your potential claims. In theory, your claims may include, but are not limited to:
  - 7.1.1 a claim that you were mis-sold payment protection insurance, irrespective of whether or not you have previously had a complaint rejected;
  - 7.1.2 a claim that redress you have previously received was miscalculated and that you are entitled to the shortfall between what you have received and what you are owed, plus interest;
  - 7.1.3 a claim that an 'unfair relationship', as defined in section 140A of the Consumer Credit Act 1974, existed between you and your lender in part because you were not told that a substantial proportion of the payments you made toward your policy were 'commission' or 'profit share' rather than insurance premiums (these claims are often called 'Plevin' claims); and/or
  - 7.1.4 a claim that you have not been compensated in full for the commission and/or profit share that you have paid, following an upheld complaint to your lender.
- 7.2 Our own costs to you are capped at the relevant DBA percentage stipulated at 2.2.1 and 2.2.2 above, but the amount you may have to repay to us in respect of Disbursements and deferred insurance premiums will depend on the stage at which your claim is resolved. If you succeed at trial and we are able to recover costs and Disbursements from the defendant, you will receive the benefit of the recovery of costs and Disbursements.
- 7.3 The initial phase of our undertaking, absent your provision of evidence substantiating your entitlement to initiate legal action, shall entail the utilization of the Letter of Authority and Data Subject Access Request(s) executed by you, to request information from the lender(s) you have identified to us. This letter is written prior to our comprehensive analysis of the specific circumstances underlying your potential claims. Your claims may face vulnerability to an argument from the Defendants asserting that they are time-barred, either as of the date of this agreement or shortly thereafter. We will endeavor to protect your claims from this risk, however, it is conceivable that we may be unable to do so due to factors, including and not limited to, such as lacking the requisite information to pursue your claim(s). Should we ascertain that one or more of your potential claims lacks viability, we will inform you and may need to terminate this Agreement. By entering into this Agreement, you acknowledge that Justizia Law accepts no, and has no, liability and disclaims any responsibility, for any failure to mitigate a limitation risk occurring within four months of the date of this instruction.

## **8. DISCLOSURE**

- 8.1 It is important that you act now to preserve copies of all of your paper and electronic documents that you have related to your Payment Protection Insurance policy. That is because the Judge will, in due course, order you to provide the other side with all of the documents in your possession or control which are relevant to the case, regardless of whether or not they help your case or damage it. At this early stage, it will not always be obvious what documents are and are not relevant, and so the prudent thing to do is to make sure that you keep everything.

## 9. COMPLAINTS

- 9.1 We want to give you the best possible service. If at any point you become unhappy or concerned about the services we have provided to you or any bill that we have issued to you then you should inform us so that we can do our best to resolve the problem for you.
- 9.2 In the first instance, it may be helpful to contact the person dealing with your claim. If you remain dissatisfied, please email [contact@justizialaw.co.uk](mailto:contact@justizialaw.co.uk).
- 9.3 We have a complaints policy, a copy of which we can provide to you at any time.
- 9.4 If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman, which is an independent body which investigates complaints about service issues with lawyers. If you wish to refer your complaint to the Legal Ombudsman, this must be done within six months of receiving a final written response from us about the complaint. The Legal Ombudsman's website is at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). You can contact the Legal Ombudsman by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by telephone on 0300 555 0333 between 9am and 5pm.
- 9.5 You have the right to challenge or complain about our bills. You may also be entitled to have our charges reviewed by the Court. This procedure is known as assessment. Except in exceptional circumstances, the Court will not allow a bill to be assessed more than 12 months after delivery.

## 10. RIGHT TO CANCEL WITHIN 14 DAYS

- 10.1 You have the right to cancel this contract within 14 days of receipt without giving any reason. The cancellation period will expire after 14 days from the date of this letter. If you wish to exercise your right to cancel, you must inform us clearly, by post or e-mail. You will meet the cancellation deadline if you send your communication before the period expires, even if we do not receive it until after the cancellation period has expired.
- 10.2 We are not permitted to carry out work for you before the end of the cancellation period unless you have made an express request that we should do so. By signing and returning this engagement letter, you confirm that you make an express request of us to begin work immediately and that we shall be entitled to charge you on the basis of this retainer for the time which we have spent and for any expenses which we have incurred on your behalf.
- 10.3 Subject to that, we will reimburse to you all payments received from you without undue delay and not later than 14 days after the date upon which we are informed about your decision to cancel this contract. Unless we agree otherwise, we will make the reimbursement using the same means of payment as you used to pay us. You will not incur any charges for the processing of the reimbursement.

## 11. PROFESSIONAL INDEMNITY INSURANCE AND LIMITATION OF LIABILITY

- 11.1 We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. We will provide details of the cover on request.
- 11.2 Justizia Law's compulsory layer of professional indemnity insurance is with Travelers Insurance Company Limited.
- 11.3 Their maximum liability for loss or damage for a breach of your instructions, breach of contract, breach of trust, negligence or otherwise (other than for fraud) is £3 million for any one transaction/matter or series of connected transactions, unless we notify you expressly of a different level of liability in our Engagement Letter.

## 12. CLIENT DUE DILIGENCE

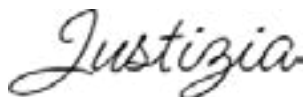
- 12.1 We are required to obtain evidence to verify your identity. Our normal practice is to run an online check against your name, address, and date of birth. This is a 'soft' credit check and will have no impact on your credit score. If that is not successful, we may ask for further information to enable us to conduct another online check or we may ask you to produce paper documentation of your identity, such as a certified copy of your driving licence and a utility bill (or some other similar document which shows proof of address).

## 13. ENCLOSURES

13.1 Our general terms and conditions of business are enclosed with this letter. Together, those terms and this letter set out the basis upon which we will act for you. If there is a conflict between the enclosed terms and this letter, then this letter will prevail. We also enclose:

13.1.1 Our Privacy Notice. This document explains how we will collect and process your personal data, how we will use that data, and why. There is a tick-box on the signature page of this letter in which we ask you to confirm that you have read the Privacy Notices and you give your consent to the processing

Yours sincerely,



Justizia Law

Agreed and accepted

Dated

I have read the Privacy Notice referred to within this letter and I consent to the use of my personal data for the purposes specified in the Privacy Notice.

# Damages Based Agreement

## 1. Date

- 1.1 The date of this agreement is the date upon which you click to accept its terms.

## 2. Parties

- 2.1 This is an agreement made between:
- (a) You; and
  - (b) Justizia Law of Upper Floor, 20A Queen Street, Lancaster, LA1 1RX (the 'Firm')

## 3. Background

- 3.1 You are entering into this agreement in order to bring a claim or claims in respect of financial mis-selling (references in this agreement to the 'Defendant' or the 'Defendants' are references to lenders, finance providers or to anybody else against whom we advise you to bring a claim) (the Claims).
- 3.2 The Firm has described the legal work which they will undertake for you in an engagement letter (the 'Engagement Letter') which you have read and understood. You have also received and agreed to the Firm's 'Terms of Business'.
- 3.3 You are one of a number of individuals (together, the 'Claimants', and each individually a 'Claimant') who have instructed the Firm to bring Claims in respect of financial mis-selling against a range of Defendants.

## 4. This Agreement

- 4.1 This is a Damages Based Agreement made pursuant to the Damages-Based Agreements Regulations 2013 (SI 2013/609). This Agreement is intended to create a contract enforceable at law.
- 4.2 The General Terms & Conditions for the Supply of Legal Services by Justizia Law are set out in Annex A of this Agreement ("the Standard Contractual Terms") and are incorporated into, and apply to, this Agreement, save as amended by the terms of this Agreement, and save where inconsistent with the terms of this Agreement, in which event the terms of this Agreement shall prevail.
- 4.3 The definitions used in the Standard Contractual Terms apply to this Agreement, save as otherwise indicated.
- 4.4 "The Defendant" is reference to a company, firm or individual whom has acted as a lender, finance provider, broker or to anybody else against whom we advise you to bring a claim against.
- 4.5 "The Case" for the purpose of specifying the claim or proceedings or parts of them to which this Agreement relates as required by regulation 3(a) of the Damages Based Agreements Regulations 2013 is as follows:
- (a) Your claim against the Defendant for the recovery of compensation that has arisen from a financial mis-selling matter.
  - (b) This Agreement relates to all stages of the proceedings excluding any appeal.
- 4.6 The phrase 'the issue of proceedings' refers to the formal commencement of litigation against the Defendant and involves the payment of a court fee and the issue of a claim form. Once this is done, your claim will be subject to a court process.
- 4.7 The claims to which this agreement relates are the Claims.
- 4.8 This agreement covers all the work done and to be done by the Firm from the start of the Claims.
- 4.9 This agreement does not cover any counter claim which might be made against you by the Defendant.

## 5. What happens if you win?

- 5.1 'Claim Proceeds' means all money or non-monetary value that falls due to you in connection with or arising out of the Claims as a result of any judgment, award, order, settlement arrangement or compromise (including payment of any damages, compensation, interest restitution, recovery, judgment sum, arbitral award, settlement sum, compensation payment), (excluding the award of legal costs and Disbursements).
- 5.2 You will 'Win' if you receive any Claim Proceeds.
- 5.3 This agreement provides details of the fees that we will be entitled to charge you:
- 5.3.1. If the case settles before the issue of proceedings, our fees will be calculated in accordance with the SRA Regulatory Arrangements (Claims Management Fees) Rules 2024. The table below shows the maximum fee that can be charged depending on the amount of settlement:

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

5.3.2 If the case settles after the issue of proceedings or if you win at trial, 41.5% of your compensation plus VAT, plus the amount we have spent on your behalf on Disbursements, other than the fees of Counsel,. In addition, the cost of any deferred after the event insurance premiums, plus IPT, will be paid of out your compensation. The Solicitors' Fee has been set at 41.5% of the Claim Proceeds plus VAT for the following reasons:

- (a) the risk to the Firm that the Claims will not succeed, in which case they will not be paid;
- (b) the fact that the Firm may be undertaking work over a long period without pay;
- (c) the high administrative cost of progressing the Claims;
- (d) the fact that the Firm have borne a burden of costs and expenses prior to the Claimants entering into this agreement; and
- (e) the risk that interim or final decisions of the Court may be appealed.

5.4 The Solicitors' Fee is calculated before the payment by you of tax (if any) on the amount awarded.

5.5 The Solicitors' Fee includes barristers' fees but excludes Disbursements (which are charged separately);

5.6 The Solicitors' Fee payable by you shall in all circumstances be net of:

- (a) any costs (including fixed costs under Part 45 of the Civil Procedure Rules 1998); and
- (b) any sum in respect of barristers' fees incurred by the Firm, that have been paid or are payable by another party to the proceedings by agreement or order;

5.7 The Solicitors' Fee cannot in any circumstances amount to a payment above an amount which, including VAT, is equal to 50% of the sums in respect of the Claims Proceeds ultimately recovered by you;

5.8 You will be liable for Disbursements incurred by the Firm but this liability shall in all circumstances be net of any amount which has been paid or is payable by another party to the proceedings by agreement or order;

5.9 If you Win, then in ordinary circumstances the Defendant will be liable to pay some or all of your costs and Disbursements (as defined in clause 8 below) but, in such circumstances, the costs incurred by the Firm to be payable by the Defendant will be subject to assessment by the court in accordance with CPR rule 44.3 on the basis primarily or exclusively of a reasonable number of hours multiplied by reasonable hourly rates, rather than as a percentage of the Claims Proceeds as provided for in this agreement, and you may not recover from the Defendant by way of costs more than the total amount payable by you to the Firm under this agreement, pursuant to CPR rule 44.18.

5.10 If, before your Claim is finally dealt with, there is a court decision or agreement that requires a Defendant to pay all or part of your costs and/ or Disbursements, then you shall be liable in those circumstances for your Proportionate Share (as defined in the Management provisions relating to collective action) of:

- (a) those costs, on the basis of the hours spent multiplied by the relevant hourly rates notified to you, together with
- (b) those Disbursements; but you shall be liable for i) and ii) immediately above if and only to the extent that such costs and/or Disbursements are recovered from another party to your Claim in that respect.

## 6. What happens if you lose?

6.1 If your Claims end without a Win, then (subject to clause 6.10 above) you will not be required to pay the Firm anything apart from the Disbursements, and the Firm will in that event indemnify you for the costs of Disbursements on your behalf.

## 7. Disbursements

7.1 'Disbursements' means the expenses which the Firm will need to pay in order bring your case (but does not include barristers' fees which are included in the Solicitors' Fee). These include:

- (a) the fees of experts;
- (b) court fees (where applicable);
- (c) the payment of insurance premiums (if relevant, and whether or not such premiums are payable up front or only in the event of success);
- (d) the costs, as applicable, of data rooms, disclosure platforms, and electronic bundling systems; and
- (e) photocopying charges.

7.2 You authorise the Firm to incur Disbursements and, if your Claims are run as part of a Collective Action you authorise the Committee (as defined in Schedule 3 of the Engagement Letter) to authorise the Firm to incur Disbursements. You agree that the Firm shall

arrange for the Disbursements to be paid on the Claimants' behalf but you shall remain liable to pay the Disbursements subject to the terms of this DBA.

## 8. Invoicing at the conclusion of the case

- 8.1 In the event that the Solicitors' Fee becomes payable, the Firm shall raise an invoice to you. The invoice shall set out a computation of the payment due and shall identify the relevant VAT sum which shall be paid to the Firm in any event. The invoice shall separately set out the Disbursements payable.
- 8.2 Such fees as are payable by you will be paid to the Firm within 30 days of the date of invoicing.
- 8.3 You agree that, in the event that the Solicitors' Fee becomes payable, then you shall use your best endeavours to procure that the Claim Proceeds (or, if more practicable, the Solicitors' Fee only together with the Disbursements) shall be paid directly into the Firm's nominated client account and distributed in accordance with this agreement, the Engagement letter, and Terms of Business.

## 9. Termination

- 9.1 In entering this agreement it is the Firm's intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either you or the Firm may wish to end this agreement before then.
- 9.2 You may terminate this agreement at any time.
- 9.3 The Firm can end this agreement if:
  - (a) you act unreasonably by, for example:
    - (i) failing to give the Firm clear or timely instructions, so that they consider that they cannot do their work properly; or
    - (ii) deliberately misleading the Firm; or
  - (b) the Firm come to the view that you are unlikely to win and/or should withdraw the Claim or the value of the Claim does not make it worthwhile for the Firm to pursue the claim.
- 9.4 In the event of the Firm terminating this agreement pursuant to clause 11.3, the Firm shall explain in full their reasons for ending the agreement. In circumstances of termination other than where you achieve a Win, you will be liable just for Disbursements in accordance with clause 7 above and nothing else.

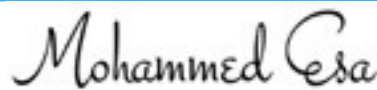
## 10. No liability of the Firm for Adverse Costs

- 10.1 Subject to the court's jurisdiction to award costs against the Firm under the wasted costs jurisdiction or otherwise under Section 51 of the Senior Courts Costs Act 1981, you agree to use your best endeavours not to do any act so as to cause Justizia Law to become liable for the costs of any opponent in the Claim.

## 11. Your right to cancel

- 11.1 You are entitled to cancel this agreement without charge until after the expiry of 14 days after you enter into this agreement. If you wish to cancel, you must notify the Firm by email to [contact@justizialaw.co.uk](mailto:contact@justizialaw.co.uk).
- 11.2 When you receive an email confirmation of your acceptance as a Claimant, you will be provided with an explanation of your right to cancel in the form annexed to the Engagement Letter.
- 11.3 You agree not to cancel this agreement after the expiry of 14 days after you enter this agreement and recognise that the Firm will rely on your agreement not to cancel.

Signed on behalf of Justizia Law



Mohammed Esa, Director

Signed by the client

Date

# Privacy Policy

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

This Privacy Policy applies to you if you provide your personal data to us, even if you decide not to go ahead with any product or service that we offer and does not apply to any third party websites that may have links to our own website.

We collect, use and are responsible for certain personal data about you. When we do so we are subject to the UK General Data Protection Regulation (UK GDPR).

## 1. Who we are:

Data is collected, processed, and stored by Justizia Law. Justizia Law is a limited company, incorporated in England and Wales, authorised, and regulated by the Solicitors Regulation Authority under number 656089.

We are what is known as the “Data Controller” of the personal information you provide to us. We handle and store your personal information in accordance with the law, including the UK GDPR and the Data Protection Act 2018.

Justizia Law is registered with the UK Information Commissioner’s Office (ICO) under registration number ZA527169.

## 2. Key terms:

It would be helpful to start by explaining some key terms used in this policy:

We, us, our	Justizia Law, Justizia and our group companies
Personal data	Any information relating to an identified or identifiable individual
Special category personal data	Personal data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership  Genetic data  Biometric data (where used for identification purposes)  Data concerning health, sex life or sexual orientation
Data subject	The individual who the personal data relates to

## 3. What information will we collect from you?

We will only collect information from you that is relevant to the matter we are dealing with, which shall depend on what you have asked us to do or what we are contracted to do for you.

There are two types of personal data (personal information) that you may provide to us, which include:

- Personal Data: This is general information that you supply about yourself, i.e., your name, address, gender, date of birth, contact and/or electronic contact details, financial information, information about your use of our IT, communication and other systems, and other monitoring information etc.  
and
- Sensitive personal data: Certain personal data we collect is treated as a special category to which additional protections apply under data protection law. This is, by its nature, more sensitive information, which may reveal your racial or ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation, trade union membership, health, biometric and genetic data.

Personal data is generally restricted to basic personal data and any information needed to complete identity checks. Where we process special category personal data, we will ensure we are permitted to do so under data protection laws, e.g.:

- We have your explicit consent;
- The processing is necessary to protect your (or someone else's) vital interests where you are physically or legally incapable of giving consent; or  
The processing is necessary to establish, exercise or defend legal claims.

## 4. Who do we receive information from?

While acting for you we may receive information about you from various sources including the following:

- You might volunteer the information about yourself;
- From publicly accessible services such as Companies House or HM Land Registry;
- Information might be passed to us by third parties in order that we can undertake legal work on your behalf. Typically, these organisations include:
  - Claims Management Companies
  - Organisations that have referred work to us
  - Financial Institutions, who provide your personal records / information
  - Panel providers who allocate legal work to law firms
  - Accountants and other professionals
  - Central and local government
  - Courts and tribunals
  - Sanctions screening providers
  - Credit reference agencies;
- Via our website – we use cookies and similar technologies on our website (for more information on cookies, please see our cookie policy);  
Via our information technology (IT) systems.

Please be assured that this information will be treated confidentially at all times and will only be used where necessary.

## 5. How and why we use your personal data:

Under data protection law, we can only use your personal data if we have a proper reason, e.g.:

- Where you have given consent;
- To comply with our legal and regulatory obligations;
- For the performance of a contract with you or to take steps at your request before; entering into a contract; or
- For our legitimate interests or those of a third party.

A legitimate interest is when we have a business or commercial reason to use your personal data, so long as this is not overridden by your own rights and interests. We will carry out an assessment when relying on legitimate interests, to balance our interests against your own. You have the right to object to processing based on legitimate interests. We must then stop the processing unless we can demonstrate compelling legitimate grounds which override your interests, rights and freedoms or the processing is required to establish, exercise or defend legal claims.

The primary reason for asking you or others to provide us with your personal information is to provide legal services to you so we may perform our contract.

The following are some other examples of what we may use your information for:

- Verifying your identity;
- Verifying source of funds;
- Liaising with you;
- Obtaining insurance policies on your behalf, including After the Event Legal Expenses Insurance;
- Progressing your file, including providing you with legal advice, carrying out litigation and attending hearings on your behalf, preparing documents or completing transactions;
- Seeking advice from third parties, including legal and non-legal experts;
- Responding to a complaint or allegation of negligence to us;
- Retaining financial records of your transactions and those transaction we make on your behalf;
- Where it is necessary for reasons of substantial public interest.

## 6. How will we use your information?

We may use your information for the following purposes:

- Provision of legal services, including advising and acting on behalf of clients;
- Statistical analysis to help us manage our business e.g., in relation to our financial performance, client base, services range or other efficiency measures;
- Direct marketing;
- Determining the effectiveness of promotional campaigns and advertising;
- Ensuring the confidentiality of commercially sensitive information;
- Network and information systems security;
- Administering any accounts;
- Processing your bank / credit card detail in order to obtain / make payments;
- Prevention and detection of fraud;
- Credit reference checks (where appropriate);
- Identity checks;
- To enforce legal rights or defend or take legal proceedings;
- Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies;
- Operational reasons, such as improving efficiency, training and quality control;
- Provision of education and training to customers and clients;
- To share your personal data with members of our group and third parties that will or may take control or ownership of some or all of our business (and professional advisors acting on our or their behalf) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale or in the event of our insolvency. In such cases information will be anonymised where possible and only shared where necessary.

We may use your personal information for legitimate interests such as direct marketing or under reasonable expectation to provide you with information you would expect to receive or that would benefit and enhance our relationship. This information will help us review and improve our products, services and offers. You have the right to object to this processing and should you wish to exercise that right (see 'How to contact us' below).

## 7. Who will we share your information with?

Justizia Law have robust data protection procedures in place to oversee the effective and secure processing of your personal data. We will not sell or rent your information to third parties, nor will we share your information with third parties for marketing purposes outside of Justizia Law.

Usually, we will only use your information within Justizia Law. However, there may be circumstances, in carrying out your legal work, where we need to disclose some information to third parties, for example:

- Companies connected to and/or part of Justizia Law and any company part of the same Group including but not limited to Justizia Law;
- Solicitors acting on the other side;
- Providers of identity verification;
- Asking an independent barrister or Counsel for advice or to represent you;
- Non legal experts to obtain advice or assistance;
- Translation Agencies;
- Contracted Suppliers;
- Outsourcing Companies;
- External auditors (e.g., those who audit our accounts) or our regulators, i.e., The Solicitors Regulation Authority, Information Commissioners Office etc.;
- Payment Service companies that process transactions for us (e.g., Direct Debits and card transactions, automated payment service);
- Bank or Building Society; or other financial institutions;
- The Financial Ombudsman Service, Financial Services Compensation Scheme, Pension Ombudsman Service or any other Ombudsman;
- Communication providers (e.g., text/live chat service providers);
- Third-party funders;
- Insurance Companies, i.e., for the purposes of acquiring After the Event Insurance
- Client feedback review platforms, including Trustpilot;
- PR & Marketing agencies who help to promote our products and services and manage our brands;
- Any third parties who may have introduced you to our services that may require updates as to the progression of your matter;
- Other Third Parties: Where we have your consent to do so, or where we are required to do so under a legal or regulatory obligation, such as the prevention of financial crime or terrorism;
- We might share some of your information with the emergency services if we think you or others are at risk.

We only allow those organisations to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality.

## 8. How long will we keep your information for?

Your personal information will be retained only for as long as necessary to fulfil the purposes for which the information was collected, or as required by law, or as long as is set out in any relevant contract you may hold with us. For example:

- As long as necessary to carry out your legal work;
- For a minimum of 7 years from the conclusion or closure of your legal work should you or we, need to re- open your case for the purpose of defending complaints or claims brought against us;  
For the length of a trust.

In some cases, we may retain your information for a longer period. Where this applies, we will advise you of this at the time, for example:

- Matrimonial matters (financial orders or maintenance agreements etc.);
- Probate matters where there is a surviving spouse or civil partner may be retained until the survivor has died to enable us to deal with the transferable Inheritance Tax Allowance;
- Wills and related documents may be kept indefinitely;  
Personal injury matters involving lifetime awards or PI Trusts may also be kept indefinitely;

As a general rule, if we are no longer providing services to you, we will delete or anonymise your account data after seven years. However, as above, different retention periods apply for different types of personal data and for different services.

Following the end of the relevant retention period, we will delete or anonymise your personal data. More information is set out in our data retention policy, which is available on request.

## 9. How we will keep your personal data secure:

We have appropriate security measures to prevent personal data from being accidentally lost or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your personal data will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your personal data and other information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit [www.getsafeonline.org](http://www.getsafeonline.org). Get Safe Online is supported by HM Government and leading businesses.

## 10. Transferring your personal data out of the UK:

The countries outside of the UK have differing data protection laws, some of which may provide lower levels of protection of privacy.

It is sometimes necessary for us to transfer your personal data to countries outside of the UK. In those cases, we will comply with the applicable UK laws designed to ensure the privacy of your personal data.

We may use outsourcing companies located outside of the UK for administrative services and may have outsourcing agreements with companies based in South Africa and India.

Under data protection laws, we can only transfer your personal data to a country outside of the UK where:

- the UK government has decided the particular country ensures an adequate level of protection of personal data (known as an 'adequacy regulation') further to Article 45 of the UK GDPR. A list of countries the UK currently has adequacy regulations in relation to is available [here](#).
- there are appropriate safeguards in place, together with enforceable rights and effective legal remedies for you; or
- a specific exception applies under relevant data protection law.

Where we transfer your personal data outside the UK, we do so on the basis of an adequacy regulation or (where this is not available) by ensuring the use of legally-approved standard data protection clauses recognised or issued further to Article 46(2) of the UK GDPR. In the event we cannot or choose not to continue to rely on either of those mechanisms at any time, we will not transfer your personal data outside the UK unless we can do so on the basis of an alternative mechanism or exception provided by UK data protection law and reflected in an update to this policy.

If you would like further information about data transferred outside of the UK, or a copy of the standard data protection clauses we use please contact us (see 'How to contact us' below).

Any changes to the destinations to which we send personal data or in the transfer mechanisms we rely on to transfer personal data internationally will be notified to you in accordance with the section on 'Changes to this privacy policy' below.

## 11. What rights do you have?

You have the following rights under the UK GDPR:

- Right to be informed: This is fulfilled by way of issuing this Privacy Notice and our full explanation as to how we use your personal data.
- Right of access: The right to be provided with a copy of your personal data.
- Right to rectification: The right to require us to correct any mistakes in your personal data.
- Right to erasure / Right to be forgotten: The right to require us to delete your personal data—in certain situations.
- Right to restriction of processing: The right to require us to restrict processing of your personal data—in certain situations, e.g., if you contest the accuracy of the data.
- Right to data portability: The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations.
- Right to object: The right to object to your personal data being processed for direct marketing (including profiling). In certain other situations to our continued processing of your personal data, e.g., processing carried out for the purpose of our legitimate interests unless there are compelling legitimate grounds for the processing to continue or the processing is required for the establishment, exercise, or defence of legal claims.
- Rights concerning automated decision-making and profiling: The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you.

For more information on each of those rights, including the circumstances in which they apply, please contact us (see 'How to contact us' below) or see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please:

- Email, call or write to us—see below: 'How to contact us'.
- Provide enough information to identify yourself (eg your full name, address and client or matter reference number) and any additional identity information we may reasonably request from you.  
Let us know what right you want to exercise and the information to which your request relates.

## 12. Updating your details:

If any of the information that you have provided to us changes, for example if you change your name or e-mail address, please let us know (see below 'How to contact us').

## 13. Marketing Data:

We will use your personal data to send you updates (by email, text message, telephone, or post) about our services, including exclusive offers, promotions, or new services.

## 14. How we collect personal data:

The following are examples, although not exhaustive, of how we might collect your personal information:-

- Sign up to receive one of our newsletters;
- Submitting an online enquiry;
- Following / liking / subscribing to our social media channels;
- Completing a questionnaire on our website;
- Ask us a question or submitting any queries or concerns you have via email or on social media channels;
- Post information to our website or social media channels, for example when we offer the option for you to comment on, or join discussions;  
When you leave a review about us on Trustpilot.com.

## 15. The legal basis for using personal data for marketing purposes:

We handle enquiries at different stages and therefore group those enquiries in three distinct ways. We shall take the following steps in each instance:

## 16. Prospects:

Consent will need to be recorded before being added to marketing campaigns.

## 17. Retainer Clients:

We have a legitimate interest in using your personal data for marketing purposes (see above 'How and why we use your personal data'). This means we do not usually need your consent to send you marketing information. Upon collecting your personal data, you will be provided the opportunity to opt in to receiving marketing communications from us. We hope you will provide this information as you may find our communications useful, but if you choose not to, this will have no effect on accessing our legal services. Clients will have the option to exclude themselves from marketing by clicking the unsubscribe link on any marketing emails they may receive, on the telephone when speaking with an advisor, or by contacting us.

We appreciate that you may decide that you do not wish to receive marketing communications and we shall respect that choice. We have a legal obligation pursuant to the Data Protection Act 2018 and the UK GDPR to stop sending marketing communications if you object. If you do not want us to use your personal data in this way, please let us know (see below 'How to contact us').

## 18. Fixed fee clients:

Legitimate interest will be the legal basis for using your personal data for marketing purposes, as described within the 'Retainer Clients' section immediately above.

## 19. Social Media:

We use publicly available social media platforms to promote our services, to provide updates and to share any news and promotional updates. We may collect personal information from these social media platforms, for example, if you post a message on our Facebook page. By providing any of your information to us through these platforms you should be aware that:

- The social media web pages are publicly available, and you must not provide any personal or sensitive information on our pages that are accessible to the public, such as your account information.
  - We may ask you for your account information via a private message to identify you and to service any request you make;
  - and
- Each social media platform will process any personal information you provide through the platform and will be processed in accordance with its own privacy policy. The Privacy Policies are available to view on each social media platform.

## 20. Other types of advertising:

When you visit our website or similar websites Google may use our advertisements promoting our products and services which may appear on other third-party websites you visit across the internet for remarketing purposes, including cross-device remarketing. Google and other third parties will use cookies to tailor advertisements for website users based on their previous visit to our website. More information about cookies can be found below.

We do not have any control over the advertisements you see on other third-party websites, however you can request to opt out or customise these advertisements by using the Google Ads Preference Manager.

Recording calls:

We may from time to time, record calls that you make to us or we make to you or any other third party. This is for training, monitoring and quality purposes. Some calls may be observed by staff for training and development purposes.

## 21. Who can you complain to?

If you are unhappy about how we are using your information or how we have responded to your request, then you should contact us in the first instance (see below 'How to contact us'). We hope we will be able to resolve any issues you may have.

You also have the right to lodge a complaint with the Information Commissioner's office. The UK's Information Commissioner may be contacted using the details at <https://ico.org.uk/make-a-complaint> or by telephone: 0303 123 1113.

## 22. How to contact us:

If you have any queries about this policy please contact us in writing, by post or email at the following addresses:

Justizia Law Upper Floor, 20A Queen Street, Lancaster, LA1 1RX. E: [Compliance@justizialaw.co.uk](mailto:Compliance@justizialaw.co.uk)  
T: 0330 818 2619

## Terms of Business

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## 1. About Justizia Law

- 1.1 Justizia Ltd is constituted as a Limited Company, registered in England and Wales with Company Number 11626146:
  - (a) Registered Office: Upper Floor, 20A Queen Street, Lancaster, LA1 1RX;
  - (b) Phone Number 0330 818 2619;
  - (c) Email: [contact@justizialaw.co.uk](mailto:contact@justizialaw.co.uk);
  - (d) Web Site: <https://justizialaw.co.uk>;
  - (e) Value Added Tax ("VAT") number: 381143121;
  - (f) Authorised and Regulated by the Solicitors Regulation Authority (SRA) under Identity Number: 656089.
- 1.2 In these Terms of Business all first-person terms such as 'we', 'us' and 'our' refer to the Firm and not to any Director, Consultant or Employee personally or to any combination of Directors, Consultants or Employees collectively. By accepting these Terms of Business, you are entering into an agreement with the Firm and not with any Director, Consultant or Employee personally or with any combination of Directors, Consultants or Employees collectively. The fact that an individual Director, Consultant or Employee signs in his or her own name any letter or other document in the course of carrying out his or her work does not mean he or she is assuming any personal legal liability for that letter or document. No reference to a 'Partner' is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.
- 1.3 We are bound by various professional rules of conduct (contained within the SRA Standards and Regulations 2019) which can be viewed at [www.sra.org.uk](http://www.sra.org.uk) or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN', or by calling the Solicitors Regulation Authority's contact centre on 0370 606 2555.
- 1.4 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain professional indemnity insurance. Information about the compulsory layer of professional indemnity insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our registered office.

## 2. Terms of Business

- 2.1 These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you.
- 2.2 These terms, including the limits on our liability in clause 13.6, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.
- 2.3 If any provision of the Agreement is inconsistent with our legal obligations under the applicable laws then the applicable laws shall apply instead of those terms.

## 3. Excluded Advice

- 3.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales.
- 3.2 Whilst we have a degree of understanding of the taxation that is relevant to an individual or corporate entity, of value added tax, and of other forms of tax, we are not qualified to give any tax advice. You should take the professional advice of a tax specialist if the work we are doing for you has tax implications. If you instruct us to proceed with a transaction, we will proceed on the basis you have sought appropriate professional tax advice. If you want us to help you appoint an appropriate professional, it is your responsibility to ask.
- 3.3 We do not provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise. Nothing we say to you or do in the course of our Agreement with you should be taken as advice on the commercial or financial viability of any investment you choose to make. The commercial or financial viability of any transaction is entirely a matter for you and is strictly excluded from the scope of our Agreement with you.

## 4. Your Duty to Retain and Preserve Documents

- 4.1 If now, or at anytime in the future, any matter on which we act for you is the subject of formally 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 (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

## 5. Copyright

- 5.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.
- 5.2 If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.
- 5.3 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

## 6. Client Satisfaction

- 6.1 We operate strict client care and quality policies and always aim to be available, approachable, understandable, prompt and courteous.
- 6.2 We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.
- 6.3 The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated complaints handler, Mohammed Esa, who is a Solicitor/Director at the Firm (telephone: 0330 818 2619). We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.
- 6.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome.
- 6.5 In addition, there are time limits for bringing a complaint to the Legal Ombudsman, linked to the date of the act or omission giving rise to a complaint or the date on which you should reasonably have known there were grounds for a complaint. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules in force from time to time and may only be extended by the Legal Ombudsman in exceptional circumstances. If you wish to bring a complaint to him, you should refer to the version which is in force at the time of your complaint. The Rules can be accessed at: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).
- 6.6 You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.
- 6.7 Legal Ombudsman Contact Details:
  - (a) Address: PO Box 6167, Slough, SL1 0EH
  - (b) Telephone: 0300 555 0333
  - (c) Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
  - (d) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- 6.8 The Firm is committed to ensuring that all Directors, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the Firm.

## 7. Fixed Fee Services

- 7.1 Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our Client Care Letter.

## 8. Hourly Rate Services

- 8.1 Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.
- 8.2 The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.
- 8.3 The time spent on your matter is recorded as units of one tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.
- 8.4 Once a year, we review our hourly rates. We will notify you in writing of any increase.
- 8.5 We will add VAT to our fees at the rate that applies when the work is done.

## 9. All Services

- 9.1 All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include but are not limited to fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; and use of on-line databases. VAT is payable on certain expenses, which you will need to pay in addition.
- 9.2 If we have provided to you a written estimate of the total charges, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will inform you if any unforeseen - but significant - additional work becomes necessary.
- 9.3 It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case, we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.
- 9.4 We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of our Agreement with you. Unless otherwise agreed, our bills are payable within 28 days of the delivery of the bill. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

- 9.5 We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as ‘payment on account’). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment, we may cease acting for you).
- 9.6 Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.
- 9.7 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.
- 9.8 If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under our Agreement with you.
- 9.9 If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of our Agreement with you if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.
- 9.10 If you are a company or other commercial entity it is your responsibility to tell us at the outset of our Agreement with you if you require more than one Director (or equivalent) to give us instructions.
- 9.11 Late Payment of Bills
- (a) Unless otherwise agreed, our bills are payable upon the delivery of our bill. If we do not receive payment after 28 days, we reserve the right to charge you interest as follows:
- (i) If you are a private client, we may charge you interest (on a daily basis) on the unpaid element of the bill (at a rate no higher than the rate payable on judgment debts at the date of our Agreement with you);
- (ii) If you are a commercial client, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998 plus a fixed sum under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002;
- (b) We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
- (c) We may retain any papers or documents belonging to you, together with our own records.
- 9.12 Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then we will inform you in writing and request funds be made available for the payment to be re-presented. The Firm reserves the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 9.11 may apply.
- 9.13 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.
- 9.14 Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.
- 9.15 If you wish to make a complaint about one of our bills, you may do so by using the Firm’s Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found at clause 6.7.
- 9.16 If we are acting for you in a litigation matter and you win your case, the court may order the other side to pay your costs. You are unlikely to receive the full amount of the fees and disbursements you have incurred with the Firm. Our fees will not be limited to the amount which is recovered from the other side, which means that you will have to pay the shortfall. You agree that you will pay the shortfall and that section 74(3) of the Solicitors Act 1974 shall not apply to this Agreement.

## 10. Body Corporates and Unincorporated Partnerships

- 10.1 Where we agree to act for a body corporate (a body corporate incorporated under the laws of the United Kingdom or any part of the United Kingdom or a body corporate constituted under the law of a country or territory outside the United Kingdom), the directors (or equivalent) and the owners and beneficial owners of the body corporate shall be personally liable for our fees and disbursements on a joint and several basis. By instructing us you warrant that you have brought this clause to the attention of each of the body corporate’s directors (or equivalent), owners and beneficial owners and that they have agreed to be bound by it and you agree that this provision is fair and reasonable in the circumstances despite the provisions of clause 21 below.
- 10.2 Where we carry out work ostensibly for an unincorporated partnership, our client will be the partners jointly and severally and each partner, regardless of his or her equity status or share, will be liable jointly and severally for all of our fees and disbursements.

## 11. Costs & Funding: Litigation/Contested Matters

- 11.1 The Firm recognises the need for flexibility in funding litigation, particularly where there is a possibility that you will have to contribute to the other side’s legal costs and expenses. At the outset we will investigate with you the best way of paying for your legal representation.

## 12. Storage of Documents and Deeds

- 12.1 We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.
- 12.2 If you ask us to retrieve documents from storage there is a charge, which is normally £25 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry out further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in clause 8.

## 13. Financial Services

- 13.1 The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 (as amended) which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.
- 13.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 1.3 and the contact details for the Legal Ombudsman can be found at clause 6.7.
- 13.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).
- 13.4 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk).
- 13.5 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.
- 13.6 You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

## 14. Limitation of Liability

- 14.1 You agree that the limitations on our liability, as set out in our Agreement with you, are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).
- 14.2 We will undertake the work relating to your matter with reasonable skill and care.
- 14.3 We accept liability without limit for the consequences of fraud by us or any of our Directors, Consultants or Employees which is affected in their capacity as Directors, Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of our Agreement with you seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
- 14.4 We will not be liable under our Agreement with you or the laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of our Agreement with you, remain liable for such failure.
- 14.5 Despite anything else contained in our Agreement with you, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.
- 14.6 Except as stated in clauses 14.3 and 14.12, the total aggregate liability of the Firm to you under or in connection with our Agreement with you (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3,000,000.00 (three million pounds).
- 14.7 Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

- 14.8 You agree that you will not bring any claims or proceedings in connection with our Agreement with you against our Directors, Consultants or Employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our Employees may enforce this clause even though they are not parties to our Agreement with you (but despite having such rights, our Agreement with you may be varied or ended without their consent).
- 14.9 Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
- 14.10 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
- 14.11 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:
- (a) You had also brought proceedings or made a claim against them; or
  - (b) We had brought proceedings or made a claim against them for a contribution towards our liability,
- 14.12 then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.
- 14.13 Nothing in our Agreement with you excludes or limits the liability of the Firm for:
- (a) Death or personal injury caused by negligence;
  - (b) Fraud or fraudulent misrepresentation; or
  - (c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

## 15. Client Money

- 15.1 Subject to Rule 7.1 of the SRA Accounts Rules 2019 a fair sum of interest must be accounted to clients or third parties.
- 15.2 Our policy on interest shall be kept under review. The policy may change if the Bank of England base rate increases or decreases. At the date of the preparation of this policy, the interest rates payable on client accounts were low – between 0.75% and 1.4% (the Bank of England base rate is 5.25%).
- 15.3 The rate of interest available on client accounts is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the accounts rules and to facilitate the smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself.
- 15.4 All interest arising from cleared funds held on behalf of a trust will be credited to the trust whether those funds are held in a general client account or a separate designated client account (formerly known as a Designated Deposit Account).
- 15.5 For cleared funds paid into general client accounts, the practice shall account for interest unless one of the following circumstances applies:
- (a) The amount of interest calculated on the balance held is £20.00 or less; or
  - (b) The client money was held in cleared funds in client account for a period of five working days or less.
- 15.6 All other clients shall be paid interest at the rate payable upon the practice's client account from time to time, unless there are specific circumstances which lead the client to contract out of the right to receive interest payments (for example where the client agrees the practice may keep interest payments to remunerate the practice for acting as stakeholder in the transaction or where the client's religious beliefs prohibit the receipt of interest).
- 15.7 In certain circumstances a separate designated client account will be opened on behalf of clients. All interest arising from funds held in separate designated client accounts will be credited to the client.
- 15.8 Where sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sums together.
- 15.9 Where a client fails to present a cheque to his or her bank for payment we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.
- 15.10 We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.
- 15.11 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.
- 15.12 We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 15.11.
- 15.13 In clause 15.12 an "Insolvency Event" means:

- (a) Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) The value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);
- (c) A moratorium is declared in respect of any indebtedness of any deposit provider;
- (d) Any corporate or government action, legal proceedings or other procedure or steps taken in relation to:
  - (i) The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;
  - (ii) A composition, compromise, assignment or arrangement with any creditor of any deposit provider;
  - (iii) The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any deposit provider or any of its assets;
  - (iv) Enforcement of any security interest (however so described) over any assets of any deposit provider; or
  - (v) The prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them;
- (e) Any event analogous to those set out in clause 15.13(d) occurs in any jurisdiction in respect of any deposit provider.

15.14 If an Insolvency Event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may, where applicable, disclose to the Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Compensation for deposits is limited to £85,000 for any individual's total deposit with that service provider, including any personal finances. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number 020 741 4100.

## 16. Confidentiality, Privacy & Data Protection

- 16.1 We will keep your information confidential and will not disclose it to third parties except with your consent or as permitted or required by law.
- 16.2 Further information about our duties and your rights under data protection law, including about your right to access the data we hold on you, can be found in our Privacy Notice, which is on our website and which accompanies these Terms of Business, but, for the avoidance of doubt, is for information purposes only and does not form part of the agreement between us.
- 16.3 If, with your knowledge, we are working with other professional advisers or lawyers, we will assume that we may disclose any relevant aspect of your affairs to them.
- 16.4 During the course of the firm's work it may be necessary to discuss your case with cost specialists, experts or counsel. Your acceptance of these Terms of Business amounts to your consent to us to disclose information which we reasonably consider necessary to progress your case.
- 16.5 The firm may, from time-to-time, become subject to periodic checks by Law Society approved Consultants and/or Assessors to audit and review files for compliance purposes. This means that your file could be selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the firm with a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.
- 16.6 Where you provide us with an Email address for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests. The Internet is not secure and there are risks if you send sensitive information to us by Email. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the Firm.
- 16.7 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
- 16.8 If, with your knowledge, we are working with professional advisers or others, such as specialists and experts, we will assume that we may disclose any relevant aspect of your affairs to them. Your acceptance of these terms of business amounts to your consent to us to disclose information which we consider necessary to progress your matter.

## 17. Referrals to Third Parties

- 17.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular firm, agency or business that we recommend you use.
- 17.2 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Standards and Regulations 2019 and SRA Indemnity Insurance Rules 2019, nor shall you be entitled to the benefit of the SRA Compensation Fund.

## 18. Financial arrangements with third parties and staff

- 18.1 If you have been introduced to us by a third party or a member of our staff, then we will tell you in our client care letter whether the introducer or staff member has any financial interest in referring you to us.
- 18.2 If we make a payment to a third party or a member of staff, to thank them for introducing you to us, you will not have to contribute in any way to that payment, and it will not affect the amount of compensation or damages you can claim or will receive. Introduction fees are paid from the firm's marketing budget. We will provide you with independent and impartial advice on your claim. We do not accept introductions from anyone that would seek to compromise our independence or the advice that we provide to our clients.

## 19. Outsourcing and Third Party Instruction

- 19.1 We may, at our discretion, engage third party service providers, affiliate companies, or other external agents to undertake certain work or services in relation to your case matter. This may include, but is not limited to, administrative support, legal processing, technical services, and specialist advice, where we consider such engagement relevant or necessary for the effective progression of your case matter.
- 19.2 By agreeing to these Terms of Business, you acknowledge and expressly consent to us instructing third party service providers or affiliates to carry out work on your behalf as part of our provision of legal services. We will remain responsible for any such outsourced work and will take reasonable steps to ensure that any third party engaged is competent, properly supervised, and maintains appropriate confidentiality and data protection standards.

## 20. Hours of Business

- 20.1 Our offices are open between 9.00am and 5.00pm, Monday to Friday, excepting bank holidays. We do not provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

## 21. Anti-Money Laundering

### 21.1 Identity Checks

- (a) We shall inform you in our Client Care Letter whether the Anti-Money Laundering Legislation applies to you.
- (b) All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.
- (c) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available.
- (d) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.
- (e) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
- (f) For other legal entities we will inform you of the evidence required to confirm identity.

### 21.2 Disclosure to the Authorities etc.

- (a) We are in certain circumstances obliged under Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.
- (b) If any term or provision of these terms of business or our Client Care Letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.
- (c) We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

### 21.3 Cash Payments

- (a) We will not accept payments from you in cash of over £250.00 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).
- (b) For the avoidance of doubt the £250.00 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.
- (c) We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £250.00.

## 22. Equality & Diversity

- 22.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact

us if you would like a copy of our Equality and Diversity Policy.

22.2 If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.

## 23. Rights of Third Parties

23.1 Except as stated otherwise in clause 13.6, a person who is not a party to our Agreement with you shall not be entitled to enforce any of its terms.

## 24. Applicable Law, etc.

24.1 These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning our Agreement with you and any matters arising from it shall be dealt with only by the courts of England and Wales.

24.2 If we or you do not enforce our respective rights under our Agreement with you at any time it will not prevent either us or you from doing so later.

24.3 If any provision in our Agreement with you is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of our Agreement with you which shall remain in full force and effect.

## 25. Termination

25.1 You may end our Agreement with you (and therefore, your instructions to us) at any time by writing to us by post, fax or email. However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

25.2 We may end our Agreement with you (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

25.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in our Agreement with you (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

25.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 8 and for any expenses which we incur on the same basis – also set out in clause 8.

## 26. Cancellation Rights

26.1 If you are an individual consumer (and not a business entity) and if our Agreement with you is a 'distance contract' or an 'off premises contract', you have the right to cancel our Agreement with you within 14 days of conclusion of our Agreement with you (the 'cancellation period'). 'Conclusion of our Agreement with you' means 14 days from the our Agreement Date, defined at the beginning of our Agreement with you. This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' at clause 25 below for further information about your right to cancel and the conditions attached to the same.

26.2 Where clauses 24.1 and 25 apply, we will not start work on your file for 14 days from the Agreement Date. If you would like our service to start within 14 days of the Agreement Date, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.

26.3 Where clauses 24.1, 25 and 24.2 apply, then once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of our Agreement with you. These charges will be applied on the same basis as set out in clause 8 of our Agreement with you and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

## 27. Cancellation Notice

27.1 This Notice is applicable to you if you are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession and our Agreement with you between the Firm (as the trader) and you (as the consumer) is a 'distance contract' or an 'off-premises' contract.

27.2 A 'distance contract' means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

27.3 An 'off premises contract' means a contract between a trader and a consumer which is any of these:

- (a) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (b) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- (c) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
- (d) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

27.4 If you are unsure whether cancellation rights apply to you, please contact us immediately upon receipt of these Terms of Business.

# Notice of the Right to Terminate

Only sign this form if you wish to cancel your contract

1. This contract is made between yourself and Justizia Law.
2. You have the right to terminate this contract, without giving proper reason, within 14 days of receiving this notice.
3. To terminate, you must inform Justizia Law of your decision to cancel this contract by making a clear statement to cancel either by letter, fax, or email before the cancellation period has expired.
4. You may use the cancellation form below, but it is not obligatory.

## Cancellation Notice

(ONLY APPLICABLE IF YOU WISH TO CANCEL YOUR CONTRACT)

If you wish to cancel your contract, you **MUST DO SO BY MAKING A CLEAR STATEMENT TO CANCEL** and deliver it personally or send it (which may be by electronic mail) to the address below. You may use this form if you want, but you do not have to:

I/We hereby give notice that I/We wish to  
cancel my/our contract ref

Name (1)

Signed (1)

Name (2)

Signed (2)

Date

# Data Subject Access Request Form ('DSAR')

Made pursuant to the UK GDPR and Data Protection Act  
2018, together the Data Protection Legislation

Our Reference	
Date of DSAR	
Lender Name (Hereafter 'you / your')	
Name of The Data Subject	
Date of Birth of The Data Subject	
Current Address of The Data Subject	
Previous Address(es) of The Data Subject	
Previous Name(s) of The Data Subject	

We have been instructed by our Client to make a DSAR under the Data Protection Legislation.

## 1. Authority to act

We are authorised by our Client to make a DSAR under the Data Protection Legislation on their behalf.

We understand that in order to comply with this DSAR you will need to satisfy yourselves of the identity of our Client, and that, in accordance with the ICO's guidance, to satisfy yourself that we have authority to act on their behalf.

Please find attached:

A letter of authority ('LOA') which has been digitally signed by our Client which sets out that we are authorised to make this DSAR on their behalf.

In the event that you refuse to comply with this DSAR on the basis that our Client has provided an e-signature or a photocopy of a signature, we require you to identify the legal basis for such a refusal. In the event that you refuse, we reserve the right to make a complaint to the ICO and/or to make an application to the court in respect of our Client's right of access pursuant to s.167(1) of the Data Protection Act 2018 without further recourse to you.

## 2. Why is this DSAR being made?

While the Data Protection Legislation does not require our Client to provide a reason for why a DSAR is being made, we anticipate that you may find this useful. Our Client previously entered into a credit agreement with you. At all material times, it is our Client's understanding, that you failed to conduct appropriate affordability assessment. In the course of your relationship you held and processed our Client's personal data, including by transferring our Client's personal data to third parties such as insurers, underwriters, credit reporting agencies and/ or brokers. Our Client would therefore like to know the extent of the personal data held and the ways and purposes for which it was processed, including the recipients of those to whom the personal data was disclosed. Our client also reserves the right, as they are entitled, to use any information which is provided in response to this DSAR in a future claim under ss.140A-C of the Consumer Credit Act 1974.

## 3. What personal data our Client requests from you

Our client requests that you supply the personal data which you hold about them, which they are entitled to receive under the Data Protection Legislation, and which is held in our Client's Account (whether digital or paper based) or in your records (whether digital or paper based).

We anticipate that you are holding and processing our Client's personal data contained in the following documents (please note that the list below is not intended to be exhaustive, and you may be holding our Client's data in other categories of documents, which our Client also requests).

1. Pre-agreement documentation, such as application forms, suitability and affordability checks and underwriting notes
2. Credit Agreement(s)
3. PPI policy/policies
4. Statements of account
5. Communications with, or transfers to, third parties, such as insurers, underwriters or brokers.
6. Information relating to any introductory fees/commissions paid to or by third parties, such as, insures, underwriters or brokers

In the event that you fail to supply personal data in any of the documents listed above, please confirm that a search has been conducted and that no results have been found. We may, in due course, request sight of both the search terms that were used and the results of the search(es) which you conducted.

## 4.Period for compliance

You must comply with this DSAR promptly and at the latest within one month of receipt.

## 5.How to respond

We are keen to work paperless and securely and where possible request that all DSAR responses are provided electronically. Please use our dedicated email inbox [contact@justizialaw.co.uk](mailto:contact@justizialaw.co.uk). Please note that you are not able to charge a fee for complying with this request unless it is manifestly unfounded or excessive, pursuant to the UK GDPR. We do not consider this DSAR to be so.

## 6.Mixed personal data

We appreciate that, in some circumstances, there will be a joint account holder and that complying with this DSAR may involve disclosing their personal data. If we are aware of this when the DSAR is made, we will endeavour to obtain the joint account holder's consent to the disclosure of their personal data to us in writing in advance and provide this along with the letter of authority. However, if there is a joint account holder and we have not provided such consent, we would request that you let us know within the timeframe provided for by the Data Protection Legislation in order that we can obtain such consent.

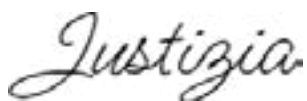
## 7.Failure to comply with the DSAR

We refer you to s.167(1) of the Data Protection Act 2018 which provides that, upon an application by the data subject that a data controller has failed to comply with a DSAR, the court may order the controller to comply with the request. In the event that you fail to comply with this DSAR, our Client reserves the right to make a complaint to the ICO or to issue an application to enforce their rights under the Data Protection Legislation without further recourse to you.

We further put you on notice that we deem that a response from you which states that you cannot comply for a list of potential reasons but fails to specify which of those reasons is relied upon, that you are failing to comply for the purposes of s.167(1). In order to be able to respond, our Client is entitled to know precisely why you cannot comply, not guess at why. In this scenario, our Client reserves the right to make a complaint to the ICO or to issue an application to enforce their rights under the Data Protection Legislation without further recourse to you.

If you require advice on dealing with this DSAR then we suggest that you contact the Information Commissioner's Office.

Yours faithfully,



Justizia Law

# Letter of Authority

## Subject Access Request

Our Reference	
Name	
Maiden name or any other previous names	
Date of Birth	
Current Address	
Previous Address(es)	
Finance Provider	

I agree and accept that upon signing this Letter of Authority, I hereby instruct and authorise Justizia Law to consider my claim in respect of the below account number(s) and all products provided by you at any time and seek compensation on my behalf.

I further authorise you to release any relevant information to Justizia Law that may be requested of you. Such requests may be made in writing, by phone, email, fax or as directed, in line with the 'Rights of Data Subjects and Others' under the General Data Protection Regulations 2016 and the Data Protection Act 2018.

Please be advised that we reserve the right to seek legal recourse for breach of contract upon any wilful failure to comply with the above or any other subsequent instruction made by Justizia Law, who I have contractually instructed to act on my behalf.

We request that any funds payable as a result of your decision are paid to:

JUSTIZIA LAW CLIENT ACCOUNT  
SORT CODE: 30-90-89  
ACCOUNT NUMBER: 76606260

# Electronic Signature

## Audit Report

Name of The Data Subject	
Document Reference	
Document Created	
Status	
Customer Email	
Customer IP Address	
Customer IP Location	
Customer Device Type	
Customer Platform	

## History

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