

## MY LAW MATTERS – DAMAGES BASED AGREEMENT AND TERMS OF ENGAGEMENT/AGREEMENT TO PROCEED AND LETTER OF AUTHORITY

My Law Matters (“MLM”) is a trading style of Fentiman Legal Limited; a company registered in England (Company No. 12661534) and is authorised and regulated by the Solicitors Regulation Authority (SRA number: 800557). This document sets out the Terms of Engagement for the appointment of My Law Matters to act for You.

Please ensure that you read this document carefully as it contains important matters which govern our relationship with you.

### DEFINITIONS AND INTERPRETATIONS

- “Lender” means the business to whom the Letter of Authority (LOA) is addressed, who you are pursuing a Claim(s) against.
- “Agreement” means the Damages Based Agreement and Terms of Engagement/Agreement to Proceed set out herein.
- “Agreement to Proceed” means the formal engagement by You for MLM to pursue the Claims Services.
- “Cancellation Period” means 14 days after the date that You sign the Agreement to Proceed.
- “Claim(s)” means Your Claim(s) against the Lender in relation to your Vehicle Finance Claim(s).
- “Claims Services” means preparing, submitting and negotiating Your Claim(s) to/with the Lender. Where appropriate, this may include commencing legal proceedings.
- “Client” means You, our customer
- “Compensation” means any sums offered, paid or given in respect of a settlement, goodwill gesture, rebate or any other payment associated with the Claim(s).
- “Court” means a court in HM Courts Service.
- “Disbursements” means payments MLM make on Your behalf to others involved in the case. These may include Court fees, barrister fees and/or courier charges. This is not an exhaustive list.
- “Equitable Lien” means the equitable charge or security interest that arises in favour of the Firm over any recoveries, awards, settlements, refunds, rebates, compensation, or other sums obtained or received by the Client in connection with the Vehicle Finance Claim, securing the Firm’s entitlement to its fees, expenses, and any other sums properly due under this Agreement. The equitable lien attaches automatically to such recoveries by operation of law and ensures that the Firm is entitled to have those sums applied in satisfaction of its entitlement before being distributed to the Client or any third party.
- “Fee(s)” means the amount You will have to pay to MLM for the Claims Services, namely Between 15% plus VAT (18% in total) and 30% plus VAT (36% in total) of the total value of each successful claim, and Disbursement, as set out under “MLM Fee(s)” below.
- “Instructions” means Your formal Instructions to Us to commence the Claims Services by signing and returning an Agreement to Proceed.
- “Letter of Authority” means the document that will be sent to the Lender that evidences Your authority for MLM to act on Your behalf.
- “MLM” means My Law Matters. Any reference to ‘We’, ‘Us’ or ‘Our’ in this Agreement shall be taken to be a reference to MLM.
- “Terms” means these Terms of Engagement.
- “You/Your” means the individual whose details are detailed in the Letter of Authority. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

### WHO WILL DEAL WITH THE CLAIM?

The Legal Director will have the day-to-day overall responsibility for the Claim. Whilst the Legal Director will oversee the Claim, some work will need to be completed by other solicitors. Additionally, there are many services, such as gathering information and preparing routine documents that our trainee solicitors, paralegals or administrative staff are well qualified to perform. Our contact details are 84 Salop **Street**, Wolverhampton WV3 0SR, 01902 955042.

### CLAIMS SERVICES

#### Your Responsibilities:

- MLM will not process Your Claim(s) until We receive Your Instructions.
- You acknowledge that You could complain directly to the Lender(s) Yourself or with the assistance of any legal expenses insurance that You may have, with the ability to take matters further to the Financial Ombudsman Service (FOS) or Court.
- By giving Your Instructions to MLM You acknowledge that You are granting MLM the exclusive right to deal with the Claim(s), unless otherwise agreed in writing by You and MLM.
- To comply with Money Laundering Regulations, We may be required to verify Your identities and address(es). By giving Your Instructions, You acknowledge that You are giving consent to Us to undertake an electronic check to verify Your identity(ies) and address(es), if required. This process may involve searches with credit reference, fraud prevention agencies and the electoral register. The agencies will record the details of the search but the electronic check will have no adverse effect on Your credit rating. Subject to these checks, We may require You to supply certain documents and/or We may refuse, at Our discretion, to act for You without giving reason.
- MLM will conduct a soft credit check and identity verification with Valid8 IP Ltd, this will not affect your credit score.

- You understand that by issuing Your Instructions, that the Lender(s) may investigate all Claim(s) under the Instructions and that any successful Claim(s) will be subject to a Fee(s) plus VAT, as set out in "Our Fees For This Work/Damages Based Agreement" (below).
- You may be asked to provide all relevant information in relation to the Claim(s) that You have in Your possession. You will ensure that any information provided is accurate and true to the best of Your knowledge.
- You will deal promptly with requests by MLM for authority, information, documents or further requests.
- Where We believe that you have a Claim(s), We will submit a detailed Claim to the Lender (s) and/or the Court upon Your Instructions.
- You will inform MLM promptly of any relevant matters affecting the Claim(s), such as direct contact from the Lender.

#### **Our Service:**

- MLM will use reasonable endeavours to obtain Compensation for the Claim(s) pursued
- MLM will promptly notify You if MLM decides not to pursue Your Claim(s) and cancel any Agreement to Proceed. This decision shall remain in MLM's absolute discretion.
- MLM will promptly notify You of the outcome of the Claim(s).
- Any Compensation paid directly to MLM will be held on Your behalf in a client account
- MLM will normally account to You for any interest on balances held on Your behalf in MLM's client account at the conclusion of a matter. Interest will be paid only where the amount of interest calculated exceeds £20. Please contact MLM for a copy of the firm's policy on monies held in client account.
- You accept MLM hold an equitable lien in respect of the work undertaken and the costs incurred in pursuing your Claim(s) and agree for all Compensation and Recoverable Costs to be paid directly to us. Upon receipt we will deduct our Fee and Expenses, net of any Recoverable Costs, before paying the remaining Compensation to you.

#### **THE WORK WE WILL CARRY OUT**

This Agreement covers all Claims against the Lender in relation to your Claim(s). We have broadly outlined the Legal and other Services we will provide as part of the Agreement below:

- MLM offers a free Vehicle Finance claim checking service, through a soft credit check with Valid8 IP Ltd to verify the details of your vehicle finance agreement(s). This will not affect your credit score. You can view Valid8 IP's privacy policy at <https://valid8.co.uk/privacy.php>.
- Request information from your Lender(s) to substantiate the Claim(s) by making a Data Subject Access Request (DSAR) or other such request;
- Review all relevant information from you, your Lender and any other third-party to identify whether the Claim(s) has a reasonable prospect of success;
- If the Claim(s) has a reasonable prospect of success we will prepare and submit a Letter(s) of Claim to your Lender(s);
- Negotiate with your Lender(s) on your behalf in an attempt to obtain Compensation;
- After the Letter(s) of Claim being issued to your Lender(s), if we have been unable to obtain Compensation and believe that you have grounds to pursue the Claim(s) through the Courts, we will issue legal proceedings; and
- Where necessary, pursue the Claim(s) through the Courts on your behalf.

#### **YOUR INSTRUCTIONS**

By entering into this Agreement, you are instructing us to:

- Conduct a free vehicle Finance Check and identity verification through a soft credit check with Valid8 IP Ltd.
- Submit a Data Subject Access Request (DSAR) to your Lender(s) to gain information regarding your finance agreement(s) to substantiate your Claim(s).
- Submit a Letter of Claim(s) to the relevant Lender, for each claim where MLM identify mis-sold vehicle finance and/or unfair/unlawful charges and/or excessive secret commission added to any account(s);
- Negotiate with the Lender to obtain Compensation for Claim(s) identified and accept offers of Compensation made by the Lender(s), including, submitting a Complaint to the Financial Ombudsman Service (FOS) if required.
- Where necessary, issue legal proceedings on your behalf against the Lender(s).
- You accept MLM hold an equitable lien in respect of the work undertaken and the costs incurred in pursuing your Claim(s) and agree for all Compensation and Recoverable Costs to be paid directly to us. Upon receipt we will deduct our Fee and Expenses, net of any Recoverable Costs, before paying the remaining Compensation to you.

#### **OUR FEE(S) FOR THIS WORK / DAMAGES BASED AGREEMENT**

- If MLM undertakes the Claims Services and is not successful in obtaining Compensation then You owe MLM nothing.
- If MLM is successful in obtaining a reasonable offer or payment of Compensation then You owe MLM the Fee of between 15% plus VAT (18% in total) and 30% plus VAT (36% in total) of the total value of each successful claim.
- The fee structure for our services, as set out by the Solicitors Regulation Authority, is explained in the table below and is only chargeable if we are successful in obtaining a reasonable offer or payment of Compensation. For example, if you receive compensation of £700 from your Lender, our fee will be £252 including VAT.

Band	Compensation Received		What MLM will charge you (including VAT)	Max Total Fee Payable (including Vat)
	Lower (£)	Upper (£)		
1	£1	£1,499	36%	£504
2	£1,500	£9,999	33.6%	£3,000
3	£10,000	£24,999	30%	£6,000
4	£25,000	£49,999	24%	£9,000
5	£50,000	N/a	18%	£12,000

- The table above is provided for illustration purposes only. It is not an estimate of the amount which is likely to be recovered.
- In the event that the lender identifies an alternative third party has been previously authorised in relation to your Claim(s), this authority supersedes all previous authorities. You also authorise us to contact the Lender using your signature to cancel the previous claim and engage with MLM only.
- You agree to authorise the Lender to remit the Compensation to MLM and agree that MLM shall deduct the Fee(s) plus VAT before paying the balance of the Compensation to You.
- MLM will, as soon as is reasonably practicable following the settlement of a Claim(s) and the payment of Compensation by the Lender to MLM, pay You the balance of the Compensation, after deducting the Fee(s), any administration charge plus VAT. For the avoidance of doubt where You have more than one successful Claim against one or more Lenders, MLM may deduct from any Compensation paid the Fee(s) plus VAT payable in respect of each of the Claims from the Compensation received for any one of those Claims.
- Fee(s) plus VAT become due at the point that either MLM or You are informed of an offer of Compensation and payable from the date You receive Your Compensation. If the Lender(s) offers or pays Compensation to You directly, You agree to notify MLM immediately (and within seven days at the latest) and to provide the details MLM needs to calculate the Fee(s). For the avoidance of doubt, should You reject a reasonable offer of Compensation the Fee plus VAT remains due on the sum offered and payable by You within seven days of receiving the offer of compensation.
- MLM will invoice You for the Fee(s) plus VAT which will become immediately payable by You to MLM from the date You receive Your Compensation.
- If You fail to pay the Fee(s) plus VAT due and payable in accordance with these Terms, We reserve the right to cancel all other active Claims.
- We reserve the right to charge for costs and expenses incurred in recovering unpaid Fees plus VAT where an offer or payment of Compensation is made from a Company to You. These Terms shall continue to operate until all Claims where a Fee(s) plus VAT is payable have been settled.

#### **FINANCIAL OMBUDSMAN SERVICE REFERRAL FEE**

If your Lender(s) rejects your claim, we may refer your Claim(s) to the Financial Ombudsman Service (FOS). FOS will charge a case referral fee of £250. If your claim is unsuccessful, we will absorb this cost and you will not be charged. If your claim is successful, FOS will refund £175 of the referral fee. The balance of £75 is not refunded. This £75 will be treated as a disbursement of your claim and will be charged to you in addition to our agreed fees. We will provide you with a clear breakdown of this disbursement if it arises. Alternatively, you have the right to refer your rejected claim to the Financial Ombudsman Service (FOS) at no cost, without engaging a law firm.

#### **EXPENSES**

Expenses, sometimes referred to as disbursements, are treated differently. An Expense is a cost which we have incurred when preparing the Claim(s), that is not recoverable from your Lender. You will be liable for any Expenses we incur which will be charged to you at the cost to us. By instructing us, you are authorising us to incur such Expenses as we consider reasonable and necessary to pursue the Claim(s). We will not seek separate instruction before incurring each Expense.

#### **RECOVERABLE COSTS**

Our Fee may be reduced by any Recoverable Costs that are paid or payable by your Lender, such as payments made by your Lender in respect of our Fees, Expenses or Counsel Fees. We are entitled to retain the full amount of any Recoverable Costs which are paid to you or to us by your Lender.

#### **APPLICATION OF COMPENSATION AND RECOVERABLE COSTS**

In signing this Agreement, you accept MLM hold an equitable lien in respect of the work undertaken and the costs incurred in pursuing your Claim(s) and agree for all Compensation and Recoverable Costs to be paid directly to us. Upon receipt we will deduct our Fee and Expenses, net of any Recoverable Costs, before paying the remaining Compensation to you.

## ASSIGNMENT

You agree that we (including any third party funder) may assign and transfer the benefit of this Damages Based Agreement, together with any other rights created between us, to any third party law firm and you consent for us to do the same and enter into documentation to give effect to such transfer. This does not affect your rights as the client and this will not be on any more onerous terms to you. We may also subcontract all rights under this Damages Based Agreement to others. This Damages Based Agreement is personal to you and is not assignable by you except by your personal representatives.

## CANCELLATION

### By You

- You have the right to cancel this Agreement free of charge within the 14-day Cancellation Period which begins on the date we receive your signed Agreement to Proceed
- You may cancel Your Claim(s) at any time by using the Cancellation Form available at [www.mylawmatters.co.uk/cancellation](http://www.mylawmatters.co.uk/cancellation). Alternatively, You may request cancellation to MLM directly in writing to Compliance Team, My Law Matters, 84 Salop Street, Wolverhampton, WV3 0SR, by telephone 01902 955042 or via email [vehiclefinanceclaims@mylawmatters.co.uk](mailto:vehiclefinanceclaims@mylawmatters.co.uk).
- By giving Your Instructions to MLM, You expressly consent to MLM commencing the Claims Services immediately and prior to the expiration of the Cancellation Period.
- If You cancel your Claim(s) after receiving a reasonable offer of Compensation, then MLM will be entitled to charge You a cancellation charge equal to the Fee(s) plus VAT that would be payable as set out under "MLM Fee(s)" above.
- If you cancel Your Claim(s) after the 14-day Cancellation Period, but before an offer of Compensation is received, we will charge a reasonable amount for the work undertaken on our behalf. For example, we have conducted a soft credit check for you and will charge a fair hourly rate of £25 for the work undertaken to date, plus other disbursements including a FOS fee if appropriate. Our cancellation charge is capped at £120.

### By Us

We are able to cancel this Agreement at any time if we have good reason. For example, we may withdraw our services:

- If you do not keep to your responsibilities under this Agreement.
- Where you are in breach of your duty of confidentiality under this Agreement; or
- If we reasonably believe the Claim(s) is unlikely to be successful, or the likely recovery you would achieve is insufficient to justify the further Fee and Expenses.

If we cancel this Agreement, You will owe MLM nothing.

## TERMINATION

If the FCA Redress Scheme is not implemented at all or is implemented in a manner in which we do not consider that a minimum compensation level per of £120.00 will be awarded or that the continued pursuit of the Claims through such scheme will provide minimum compensation of £76.80 to you (after deducting our fees) then we reserve the right to immediately terminate this agreement. In this event:

- a. we shall provide you with written confirmation of such termination;
- b. you will have no liability to this firm;
- c. we will suggest that you seek independent legal advice on whether you are able to seek any recourse against the FCA.

## REFERRAL DETAILS

From time to time, we work with marketing agencies who support us with the creation and management of marketing content, and websites. We pay these marketing agencies for their work; these payments are based on the number of clients we connect with as a result of their services. For the avoidance of doubt, these payments are made directly from our business and are not charged to You..

## YOUR PERSONAL DATA

- We take the privacy of Your personal information seriously. We will only use the personal information You provide to Us as outlined both in this clause and in Our Privacy Policy which can be viewed at [www.mylawmatters.co.uk/privacy-policy](http://www.mylawmatters.co.uk/privacy-policy). We ask that You read Our Privacy Policy carefully and, if required, a hard copy is available upon request. During the Claims Services Your personal information will be used to:
  - Provide the Claims Services;
  - Tell You about similar products or services relating to investment and financial claims and other claims, by email, SMS (text message), post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by contacting Us.
  - Otherwise than in relation to the Claims Services and providing Our legal services to You in relation to the Claim(s), We will only provide Your personal Information to third party organisations with Your explicit consent.
  - We will update You throughout the Claims Services by SMS (text message), email, telephone and/or post.

- After completing the Claims Services We will be entitled to keep any of Your papers and documents that We hold while there is still money owed to Us for Fees plus VAT. We will keep Our file of Your papers for up to seven years in electronic form after which time We will destroy them.

## COMPLAINTS

Governing Law and Professional Indemnity Insurance

- You can make a complaint about Our service via MLM's internal complaints procedure by email: [vehiclefinanceclaims@mylawmatters.co.uk](mailto:vehiclefinanceclaims@mylawmatters.co.uk) by telephone on 01902 229346 or by post to My Law Matters, 2nd Floor, 84 Salop Street, Wolverhampton, West Midlands, WV3 0SR. You can also find a copy of Our Complaints Procedure at [www.mylawmatters.co.uk](http://www.mylawmatters.co.uk).

- Should You remain unhappy You may refer Your complaint, within six months of the date of Our final response, to the Legal Ombudsman Service, by email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), by phone on 0300 555 0333 or post to Legal Ombudsman, PO Box 6167, Slough, SL10EH. In addition, the Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. If you have any concerns about any misconduct or breach of the SRA Code of Conduct by our firm such as taking or losing your money, dishonesty or discrimination, you can also report the matter to our regulatory body, the Solicitors Regulation Authority. Their details are:

The Solicitors Regulation Authority,

The Cube, Wharfside Street

Birmingham, B1 1RN

0370 606 2555

[www.sra.org.uk/consumers/problems/report-solicitor](http://www.sra.org.uk/consumers/problems/report-solicitor)

- Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with the Agreement to Proceed or its subject matter or formation shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.

## DISCLAIMER

- You acknowledge that any estimate of Compensation given to You is an estimate only. The success of any Claim(s) depends on Your individual circumstances.

## PLEASE READ THE FOLLOWING STATEMENTS. BY PROVIDING YOUR SIGNATURE AND SUBMITTING YOUR CLAIM TO MLM, YOU CONFIRM:

1. I have read carefully this Damages Based Agreement and Terms of Engagement/Agreement to Proceed and Letter of Authority and agree to be bound by the content.
2. I further instruct MLM to:
  - a) Conduct a free vehicle Finance Check through a soft credit check and identity verification with Valid8 IP Ltd
  - b) Apply my signature to a Letter of Authority (see below) which will be sent to my Lender(s) with a Data Subject Access Request (DSAR). The DSAR will enable MLM to gain information regarding my finance agreement(s) to substantiate my Claim(s).
  - c) Submit a Letter of Claim to the lender for each Claim(s) identified;
  - d) Negotiate with the lender to obtain Compensation for each Claim identified and accept offers of Compensation made by the lender on my behalf.
  - e) Submit a Complaint to the Financial Ombudsman Service (FOS).
  - f) Cancel, revoke, or supersede any such existing authority or instruction for an alternative existing third-party representative, so that My Law Matters is recognised as my sole authorised representative.
  - g) Issue a Claim to Court on my behalf if applicable.

## LETTER OF AUTHORITY

### Authorisation to My Law Matters

I authorise Fentiman Legal Limited, trading as My Law Matters to act on my behalf in respect of my request for information regarding a mis-sold motor finance agreement and/or unfair/unlawful charges and/or excessive secret commission added to any motor finance account(s).

Your signature will be applied to the Letter of Authority which will be sent to your Lender(s) with a request for a Data Subject Access Request (DSAR):

### Instructions of Authority:

This letter serves as my formal instruction to you, the Company, to deal directly and exclusively with Fentiman Legal Ltd, trading as My Law Matters, in connection with my Vehicle Finance Claim(s). I appoint My Law Matters to act on my behalf in all matters relating

to the gathering of information from the lender and the conduct, management and progression of the claim(s) itself. This may include but is not limited to, details of commission arrangements, copies of credit agreements, account statements, and related correspondence. Whilst a full Data Subject Access Request (DSAR) under the UK GDPR may be requested, the primary purpose of this instruction is to ensure that My Law Matters can obtain all necessary information directly from you to assess, prepare, and run the claim on my behalf. I expressly authorise the Company to disclose and release to My Law Matters any and all information requested by them in connection with My Vehicle Finance Claim, whether confidential or otherwise. A copy of this letter shall be treated as valid as the original and shall apply to all past and present Motor Finance Agreements held with your Company. This letter of authority supersedes any previous authority, and all previous forms of authority against the Company. In addition, I give you, the Company, the authority to cease sending correspondence to any previously appointed Claims Management Company or Law Firm or any third party associated with my/our complaint, and instead to liaise exclusively with My Law Matters. In the event that any redress, compensation, or settlement payment becomes due in relation to My Vehicle Finance Claim, you are hereby instructed to make payment directly to My Law Matter's client account as they hold an equitable lien in respect of the work undertaken and costs incurred in pursuing my claim. Payment should therefore be made in accordance with the bank details provided by My Law Matters. I instruct and authorise My Law Matters to accept the proceeds of any offer of compensation on my behalf and request payment to be made directly to them.