MY LAW MATTERS – DAMAGES BASED AGREEMENT ("DBA") 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 MLM to act for You in Your Claim against Your lender. Please ensure that you read this document very carefully as it contains important matters which govern our relationship with you. If you have any questions or wish to discuss any of the matters set out in this agreement, please contact us before you sign and we will be pleased to assist. You are not obliged to fund your claim with a Damages Based Agreement and alternative funding options may be available elsewhere. However, MLM will only act under a Damages Based Agreement. Alternatively, You can make a claim to the Financial Ombudsman Service free of charge.

DEFINITIONS AND INTERPRETATIONS

- "Lender" means the business to whom the Letter of Authority (LOA) is addressed and against whom you are pursuing a Claim(s).
- "Agreement" or "DBA" means the Terms of Engagement set out herein.
- "Agreement to Proceed" means the formal engagement alongside this Agreement 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) for compensation to be submitted under the FCA Redress Scheme.
- "Claims Services" means preparing, submitting and negotiating Your Claim(s) to/with the lender of motor finance.
- "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).
- "Disbursements" means payments MLM make on your behalf to others involved in the case.
- "Eligible Claim" means a potential claim which after an initial analysis is accepted by us for further review.
- "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 motor finance Claim, securing the Firm's entitlement to its fees, 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.
- "FCA" means Financial Conduct Authority.
- "FCA Redress Scheme" means the industry-wide redress scheme implemented by the FCA to compensate customers for mis-sold motor finance (PCP or Hire Purchase) between April 2007 and November 2024, particularly involving undisclosed or high discretionary commission arrangements.
- "Fee(s)" means the amount You will have to pay to MLM for the Claims Services which include VAT. These are set out below under "**OUR FEES FOR THIS WORK/DBA"**
- "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.
- "Reasonable Offer of Compensation" means an offer made by a Lender which MLM believes you should accept.
- Relevant Lender means a Lender that has provided any financial facility to the Client to enable the Client to acquire a motor vehicle subject to the terms of that facility.
- "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?

Ricky Mehra is the Legal Director with day-to-day overall responsibility for the Claim. Whilst Ricky 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. You confirm you have not instructed another law firm or claims management company in relation to your motor finance Claim(s). You should not have more than one representative acting on the same Claim, as this may cause delays and result in additional costs or cancellation or termination fees. If you have previously instructed another representative, you must inform MLM so that we can clarify your instructions and assist in resolving any overlapping representation.
- 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 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/DBA (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 on your behalf.
- You will inform MLM promptly of any relevant matters affecting the Claim(s), such as direct contact from the Lender.

Services:

- MLM will use reasonable endeavours to obtain Compensation for the Claim(s) pursued through the FCA Redress Scheme.
- MLM will promptly notify You if MLM decides not to pursue Your Claim(s) and cancel this DBA. Please note that the decision made to cancel will only be made with good reason, for example if the FCA Redress Scheme is cancelled or MLM considers that it is commercially unviable.
- MLM will promptly notify You of the outcome of the Claim(s).
- Any Compensation paid directly to MLM will be held 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 the 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, 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 motor finance Claim checking service, through a soft credit check with Valid8 IP Ltd to verify the details of your motor 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 we believe the Claim(s) has a reasonable prospect of success we will prepare and submit on your behalf a claim for compensation to the Lender under the FCA Redress Scheme.
- Communicate with the Lender(s) on your behalf in an attempt to obtain Compensation;
- Where interest is included by the Lender as part of the Compensation, they may deduct tax from this and pay it directly to HMRC. Depending on Your personal tax status this tax may be refundable. Where You have a successful Claim(s) We will contact You at the conclusion of the Claim(s) to assist You in claiming a tax refund, where this is due to You.

YOUR INSTRUCTIONS

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

- Conduct a free motor finance check 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 motor 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 a Claim(s) to Court 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 costs to be paid directly to us. Upon receipt we will deduct our Fee, net of any costs, before paying the remaining Compensation to you.

OUR FEE(S) FOR THIS WORK / DBA

This agreement is a type of contract called a "Damages Based Agreement". That means that the amount you will be required to pay in respect of MLM's fees and any is dependent on whether your claim succeeds and if so, how much compensation you receive.
• 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. These percentages do not include other disbursements which will be payable in addition. There is a cap on the amount that MLM can charge you in this type of claim which is 50% of the damages you receive. The percentages you are required to pay under this agreement are below this cap.
• The fee structure for our services, is explained in the table below and is only chargeable if we are successful in obtaining a reasonable offer or payment of Compensation. As can be seen, the amount you pay for our services including VAT but excluding disbursements, if your claim is successful, will be a percentage of the sums recovered by way of compensation. The percentage depends on the amount of the compensation received as set out below.

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 reasons for the amount of payment as set out above are as follows:
(a) We will be providing the Services referred to in this DBA.
(b) We are taking the risk that your Claim may be unsuccessful and as a result we will incur costs which will not be recovered.
(c) MLM incurs, or may incur, financial liabilities to third parties who provide services, resources or financial support in connection with the pursuit of Claims, which may include third-party litigation funders.
(d) MLM has liabilities such as staffing and IT costs.
(e) The potential complexities and delays in the FCA Redress Scheme.
• If we become aware that another law firm or claims management company has previously been instructed in relation to your Claim(s), we will contact you to clarify your instructions and discuss any potential consequences, including cancellation or termination fees.
• 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 digital 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). For the avoidance of doubt where You have more than one successful Claim against one or more Lenders in the FCA Redress Scheme, 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 once the claim has settled at the point that either MLM or You are informed of an offer of Compensation and payable from the date You receive Your Compensation. In accepting an offer, we will take into account, the complexity of the Claim, the potential delays in the FCA Redress Scheme, our experience of handling Claims and the level of compensation offered. 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 incurred in recovering unpaid Fees plus VAT where an offer or payment of Compensation is made from a Lender to You and in accordance with the terms in this Agreement we are prevented by any action taken by you or on your behalf from receiving the fees set out in the above table. 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.

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, net of any costs paid by the Lender, before paying the remaining Compensation to you.

ASSIGNMENT

You agree that we (and, where applicable, any third-party funder) may assign and transfer the benefit of this DBA , together with any other rights created between us, to any third-party law firm which practises in England and Wales and is regulated by the Solicitors Regulation authority 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 the new firm will undertake Your Claim on the same terms as this DBA. We may also subcontract all rights under this DBA to others. This DBA is personal to you and is not assignable by you except by your personal representatives.

THIRD PARTY FUNDING AND DISCLOSURE OF INFORMATION

We may enter into arrangements with a third-party funder who may receive fees or recoveries arising from your case in return for it providing funding to assist us in being able to provide the necessary resources to pursue your Claim(s). This will not affect our independence in the conduct of your Claim nor the amount you receive nor the Fee payable by you. You agree that we may share information about you and the Claim with these parties, subject always to compliance by us with any necessary data protection legislation.

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. 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 info@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 on reasonable notice and 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.
If we cancel this Agreement, You will owe MLM nothing.

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 a fee of £50.00 per Eligible Claim 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.

SEVERABILITY

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

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 https://www.mylawmatters.co.uk/privacy-cookie-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

• You can make a complaint about Our service via MLM's internal complaints procedure by email: info@mylawmatters.co.uk by telephone on 01902 955042 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.
• 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, by phone on 0300 555 0333 or post to Legal Ombudsman, PO Box 6167, Slough, SL1 0EH. 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

GOVERNING LAW AND JURISDICTION

• 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 DBA 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 motor finance check through a soft credit check 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 MLM is recognised as my sole authorised representative.
g) Issue a Claim to Court on my behalf if applicable.
3. I confirm that I have not previously instructed another law firm, claims management company or third-party representative in relation to the same motor finance Claim(s), or, if I have, that I have disclosed this to MLM.

LETTER OF AUTHORITY

Authorisation to My Law Matters (MLM)
I authorise Fentiman Legal Limited, trading as My Law Matters (MLM) 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). MLM is a trading style of Fentiman Legal Limited, a company registered in England and Wales under registration number 12661534, registered office 2nd Floor, 84 Salop Street, Wolverhampton, WV3 0SR. Authorised and regulated by the Solicitors Regulation Authority, number 800557 and subject to the Solicitors Code of Conduct at www.sra.org.uk/solicitors/code-of-conduct. Details of directors are available at MLM's registered office.

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):

Terms of Engagement
You should only sign this document if you have read and accept the My Law Matters' Damages Based Agreement ("DBA") and Terms of Engagement/Agreement to Proceed, available at: www.mylawmatters.co.uk/mlm-car-finance-terms-and-conditions and wish to give us full authority to request information on your behalf.

Instruction of Authority
This letter serves as my formal instruction to the Relevant Lender to deal directly and exclusively with Fentiman Legal Limited, trading as My Law Matters (MLM), in connection with my motor finance Claim(s). I appoint MLM 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.

I am aware I can make a complaint to my lender and / or FOS under the FCA's free redress scheme.

I understand that, to investigate and advance my motor finance Claim, MLM may need to request from the Relevant Lender certain information, documentation, and data relevant to the finance agreement(s) in question. 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 from the Relevant Lender, the primary purpose of this instruction is to ensure that My Law Matters (MLM) can obtain all necessary information directly from the Relevant Lender to assess, prepare, and run the claim on my behalf. I expressly authorise the Relevant Lender to disclose and release to MLM any and all information requested by them in connection with my motor finance Claim, whether confidential or otherwise.

A copy of this Authority shall be treated as valid as the original and shall apply to all past and present motor finance agreements held with the Relevant Lender.

I confirm that I have not previously instructed another law firm, claims management company or third-party representative in relation to the same motor finance Claim(s), unless I have disclosed those previous instructions to MLM. I authorise the Relevant Lender to correspond directly with MLM in relation to my Claim(s) and, where I have previously appointed another representative, to correspond exclusively with MLM once any overlapping instructions have been clarified and resolved.

In the event that any redress, compensation, or settlement payment becomes due in relation to my motor finance Claim, the Relevant Lender is hereby instructed to make payment directly to MLM's client account, 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 MLM. This authority extends to all ancillary products associated with my motor finance Agreement.

I instruct and authorise MLM to accept the proceeds of any offers of compensation on my behalf and request payment to be made directly to them

Your Signature

By signing above, I confirm that I have read and accept the above My Law Matters documents (Damages Based Agreement, Terms of Engagement/Agreement to Proceed & Letter of Authority) and consent for my signature to be applied to all My Law Matters documents.