

LETTER OF AUTHORITY

To Barings Limited

I authorise Barings Limited to act on my behalf in respect of my claim for redress. If deemed to be in my best interest I give Barings Limited full authority to refer my claim to any other third party, including but not limited to the Financial Ombudsman Service, and/or the Financial Services Redress Scheme, and / or issue court proceedings. I am aware I could progress this matter personally, but I wish to instruct Barings Limited to pursue this claim on my behalf. I agree and accept that upon signing this Letter of Authority, Barings Limited will submit a Data Subject Access Request (under s.45 of The Data Protection Act 2018 and under Article 15 of the General Data Protection Regulation) to the below named provider of my motor vehicle finance to provide a copy of all personal data relating to me. If my lender fails to accept my electronically signed and submitted Data Subject Access Request, I further authorise Barings Limited to submit a complaint to and correspond with the Information Commissioner's Office on my behalf.

Current Address:

Lender:

Account Number:

ALL ACCOUNTS

Previous Address 1:

Claimant's Personal Details

First Name:

Last Name:

Date of Birth:

Signed:

Date:

IP Address:



Conditional Fee Agreement (PPI MISCALCULATION)

This Agreement is a binding legal contract between you and your Solicitors.

Before you sign, please read everything carefully. This Agreement must be read in conjunction with the Law Society document 'What you need to know about CFAs'.

Agreement Date:

We the Solicitors: Barings Law of Cardinal House 20 St Marys Parsonage Manchester M3 2LY

You the client:

What is covered by this Agreement?

- Your claim for compensation against for PPI Redress Miscalculation.
- Any appeal against your opponent;
- Any appeal you make against an interim order;
- Any proceedings you take to enforce a judgment order or agreement; and
- Negotiations about and/or a Court assessment of the costs of this claim.

What is not covered by this Agreement:

- Any counterclaim against you; and
- Any appeal you make against the final judgment or order.

Paying us:

If you win your claim, you pay our basic charges, expenses, disbursements and a success fee. You are entitled to seek recovery from your opponent of part or all of our basic charges and our expenses and disbursement but not the success fee. The overall amount we will charge you for our basic charges, success fees, expenses and disbursements are limited as set out in Schedule 2.

It may be that your opponent makes a Part 36 offer or payment which you reject on our advice and, your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. In these circumstances, you may be ordered to pay your opponent's costs, but only up to the amount of damages and interest awarded to you.

Expenses & Disbursements

If you receive interim damages, we may require you to pay our expenses and disbursements at that point and a reasonable amount for future expenses and disbursements.

If you receive provisional damages we are entitled to payment of our basic charges, our expenses and disbursements and success fee at that point.

If you win overall but, on the way, lose an interim hearing, you may be required to pay your opponent's charges and disbursements.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

What do I pay if I lose?

If you lose you do not pay our charges, but you may be required to pay your opponent's charges and disbursements.

The Success Fee:

The Success Fee is set out in Schedule 1

Basic Charges

Details of our basic charges are set out in Schedule 2

Ending this Agreement

If you have right to cancel this agreement under Schedule 3 and do so within the 14 days' time limit, you will pay nothing. Otherwise if you end this agreement before you win or lose, you pay our basic charges and expenses and disbursements. If you go onto to win, you also pay a success fee.



We may end this agreement before you win or lose, with the consequences set out in the Law Society Conditions.

Other Points:

Definition of words used in this CFA are explained in the Law Society Conditions.

You have a right to cancel this agreement in the circumstances set out in Schedule 3.

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee.

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

Signed by the Solicitor: *Craig Cooper*

Date:

Signed by the Client:

Date:

SCHEDULE 1

Success Fee

The success fee is set at 100% + VAT of basic charges where the claim concludes before or at trial.

The success fee percentage reflects the following: -

- The fact that if you lose, we will not earn anything;
- Our assessment of the risk of your case;
- The fact that if you win we will not be paid our basic charges until the end of the claim;
- Our arrangement with you about paying expenses and disbursements; and
- Other appropriate matters.

The success fee cannot be more than 100% of the basic charges in total.

The maximum limit is exclusive of any VAT which is chargeable.

The maximum limit includes any success fee payable to a Barrister who has a CFA with us.

However, this maximum limit applies only to a success fee for proceedings at first instance and not to a success fee on other proceedings such as an appeal against a final judgment or order.

We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing how much of your damages should be attributed.

If you do not agree to our calculation and this makes a difference to the amount of the Success Fee payable by you, then we will put the matter for determination by an independent Barrister of at least 10 years call, to be appointed by agreement between us or, in default of agreement, by the President of the Law Society of England & Wales, such Barrister to act as expert and not as arbitrator and his decision shall be binding. The Barrister's costs for assessing this issue are to be paid by you if the Barrister agrees with us, but otherwise are to be paid by us.



SCHEDULE 2

Basic Charges

These are for work done from now until this agreement ends. These are subject to review.

How we calculate our basic charges

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

Charging Rates Fixed - £273 + VAT per hour.

We review the hourly rate on 1 April and we will notify you of any change in the rate in writing.

Overall cap on your liability for costs

In addition to the limit set out above, there is a maximum limit on the amount of the success fee which we can recover from you as set out below.

In proceedings at first instance, that maximum limit is 35% of the total amount of any general damages (exemplary or otherwise) which are awarded to you.

These maximum limits are exclusive of any VAT which is chargeable. The maximum limits include any success fee payable to a barrister who has a CFA with us.

We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing the success fee based upon the damages recovered for you.

You also have the right to apply to the court for assessment of our costs, including our success fee.



SCHEDULE 3

Notice of the Right to Cancel

This only applies if you sign the Conditional Fee Agreement:

- At your home, workplace or at someone else's home;
• At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or
• At our offices but following a meeting between us away from our offices.

You have the right to cancel this contract if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is Mr Craig Cooper of Barings Solicitors At Cardinal House , 20 St Marys Parsonage Manchester M32LY.

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

You can use the cancellation form provided below if you wish.

Signed on behalf of Barings Solicitors: Craig Cooper

Dated: []

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

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Mr Craig Cooper
Barings Solicitors
Cardinal House
20 St Marys Parsonage
Manchester
M32LY

Case Reference No: []

I hereby give notice that I wish to cancel my Conditional Fee Agreement with your firm.

Signed:
Signed: _____

Name (please print): _____

Address: _____

Date: _____

Client Consent to share information with Affiniti Finance Limited

(Matter Reference):

(You):

(Defendant)

The Law Firm: *Barings Law*

Affiniti: Affiniti Finance Limited ('AFL')

ATE Provider: GEO - After The Event Insurance Provider

You have consented to the Law Firm assigning to Affiniti Finance Limited (AFL) its right to receive payment of costs and disbursements incurred in handling the above-referenced matter ("Your Matter").

The term "Defendant" refers to the defendant in Your Matter or the other person the Law Firm has brought a claim against on your behalf or who is otherwise liable to meet that claim.

By signing this form, you now give explicit consent to:

(i) the Law Firm sharing your personal information (including your contact details, financial information, your personal medical and/or health information and any other details relevant to Your Matter) with AFL; and

(ii) AFL using your personal information for the purpose of recovering the costs and disbursements Affiniti Finance Limited has purchased from the Law Firm relating to Your Matter and receiving payment of those sums. This will include AFL using your personal information:

- to enable the Law Firm to make a request for advance funding from AFL in connection with Your Matter;
- to carry out audits of the Law Firm's files and to share personal information with AFL for the purpose of auditing and as otherwise required in relation to such funding;
- to enable AFL to enforce their right to receive the assigned costs and proceeds of such costs entitled from the Defendant or other person liable to pay such amounts;
- to contact your ATE Provider to discuss (and recover under) any ATE policy in respect of Your Matter; and
- to contact your costs draftsman as appointed by Your Law Firm to discuss the costs and disbursements incurred in Your Matter.

You may withdraw your consent (for the purposes of relevant data protection legislation) at any time by providing a written request to Your Law Firm. This does not affect your separate irrevocable consent to the assignment of the costs, disbursements and VAT relating to the matter by Your Law Firm to Affiniti Finance Limited.

For further information concerning the use of your personal information by AFL please see www.affinitifinance.co.uk

Signed:

Date:

Print name:



Signed by:

Sign here:

Dated:

Print name:

Signed by:

Duly authorised for and on behalf of
Barings Ltd

Sign here: *Craig Cooper*

Managing Director

Dated:

Print name: Craig Cooper

Claimant Assignment

This Assignment is made by Deed on {today}

Between

- (1) **[CLAIMANT DETAILS – Name(s) and full current address] (“Assignor”);** and
- (2) **Affiniti Finance Limited** incorporated and registered in England and Wales with company number 09205014 whose registered office is at C/O TC Group, Level 1, Devonshire House, One Mayfair Place, London W1J 8AJ (**“Assignee”** which definition shall include its assignees and successors).

Whereas

- (A) The Assignor is the claimant(s), or intended claimant(s), in relation to a mis-sold motor finance claim (**“the Claim”**);
- (B) The Assignor has agreed to provide assignments and consents to the Assignee in respect of the Claim.

1 Assignment

- 1.1 In consideration of the Assignee providing funding to Barings Limited in respect of the Claim, the Assignor with full title guarantee hereby assigns absolutely to the Assignee the Policy and all of its past, present and future rights, title, benefits and interests in the Claim Proceeds.
- 1.2 The Assignee undertakes to hold the Claim Proceeds on the following basis:
 - As security for the repayment of the funding provided by the Assignee in relation to the Claim (**“the Costs”**) (such funds being deductible from the Claim Proceeds without reference to the Assignor); and
 - For any balance on trust on behalf of the Assignor until such time as the Costs have been paid to the Assignee at which time the balance of the Claim Proceeds shall be released from the terms of this Assignment and shall be subject to the terms of the retainer in place between the Assignor and Barings Limited.
- 1.3 The Assignee shall reassign the Policy and any rights, title, benefits and interest in the Claim Proceeds on the repayment of all the Costs at such time that no further Costs may arise.

2 Consent to Transfer

The Assignor consents to the transfer of the Claim file to another firm of solicitors should Barings Limited confirm that they are no longer able to handle the Claim.

3 Counterparts

This consent may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.



4 Governing Law

This Assignment and Consent shall be construed and governed according to English law.

Signed by:

Date:

Print Name:



Dear

RE: YOUR CLAIM

We write further.

In our terms of business, which you have signed with us, we received instructions from you that you do not wish to pay for your own disbursements out of your own finances; but that you wish to consider applying to a Disbursement Funder and that you are happy for us to pass your details to such a funder. Your contact details shall only be used for the purpose of discussing with you the disbursement funding that you require.

We are delighted to be able to introduce you to Affiniti Finance Limited (Affiniti). Affiniti is a specialist litigation funder and is regulated by the Financial Conduct Authority – registration number 664254.

Someone from Affiniti will be in touch with you the next 7 days. You are under no obligation to sign anything and Affiniti will take you through how they may be able to finance the costs of your disbursements enabling your case to progress as efficiently as possible.

Of course, if you wish to pay for your own disbursements (eg expert report fees, court fees and barrister fees) you are perfectly entitled to pay them yourselves and we must stress that you are under no obligation to use Affiniti.

Yours sincerely,

Mis-Sold Team
Barings Law

Name:

Address:

Our Ref:

Fee Earner: Craig Cooper

Direct Dial: 0161 9743 533

Date:

We refer to the above and would like to thank you for choosing Barings Law to pursue your claim for compensation. We confirm that we are delighted to act on your behalf and pleased to give you the following guarantees:

1. The firm is prepared to act on your behalf on a “No Win No Fee” basis.
2. In the event that your claim is not successful we will not charge you for any of the work we carry out on your behalf subject to our terms of business being complied with.
3. In the event that your claim is successful our success fee will be no greater than the value of 35% of your compensation plus VAT.
4. The after the event insurance ensures that you are indemnified against any third party cost orders or disbursements if you lose your claim subject to you complying with the terms of the policy.

In the event that you advise us of a legal expense insurance policy or some other insurance we will write to the provider/insurer and attempt to gain the benefit of the cover for you in respect of this claim and if agreed by the provider/insurer we would cancel your after the event insurance policy. Your statement of demands and needs is included along with our terms and conditions.

If you wish to pay for your own disbursements you are perfectly entitled to do so, however if you do not wish to pay for your own disbursements out of your own finances: but you wish to consider making an application for the services of a Disbursement Funder and you are happy for us to pass on your details to such a funder we will do so on your behalf. Please be assured that your contact details shall only be used for discussing with you the disbursement funding that you require. We are delighted to be able to introduce you to our funding partners:-

Affiniti Finance Limited (Affiniti). Affiniti is a specialist litigation funder to law firms and is regulated by the Financial Conduct Authority.

VFS Legal Limited are Costs Advance and Disbursements Funders who have been providing funding solutions to UK law firms.

Duologi is a trading name of **Specialist Lending Limited**. They are authorised and regulated by the Financial Conduct Authority and again provide specialised legal funding.



For this claim we work with Affiniti Finance Limited. You are under no obligation to sign anything and an expert from this funder will take you through how they may be able to finance the costs of your disbursements (e.g. court fees, barrister's fees, expert reports etc.) enabling your case to progress efficiently as possible.

Please be reminded you are under no obligation whatsoever to the funder. If you wish to pay for your own disbursements you are perfectly entitled to do so.

In addition to the guarantees above, your claim will be handled by a competent solicitor or paralegal who has lots of experience in handling compensation claims. This will ensure that you receive the maximum amount of compensation as a result.

The documents attached allow us to:

1. Act on your behalf in respect of a claim for compensation;
2. Request additional documents from Lenders, Brokers, Insurers etc;
3. Ensure you agree to our terms of business.

Please note that as long as you co-operate with us and tell us the truth, in the event that we do not obtain compensation for you the claim will not cost you a penny.

If you require any explanation or are concerned about the "No Win No Fee" Agreement or need help on any other matter regarding your case, please do not hesitate to contact us and we will be more than happy to give you any assistance we can.

Once again, we would like to thank you for choosing Barings Law to pursue your claim and we will do our utmost to settle your claim as quickly as possible.

Yours sincerely

Barings Law



Client & Solicitor - Form of Authority

I agree to instruct Barings Law to act on my behalf in relation to my claim immediately and before the end of any cooling off period. All parties to this claim consent and confirm the terms cited below even if only one of us signs this document. Please treat the signature below as authority on behalf of all parties with a right in this matter.

I agree for them to act under the Terms of the Conditional Fee Agreement, and confirm that I agree to the terms of the Agreements. I have read and I accept Barings Law Terms of Business. I am aware that if my claim was to proceed against the FSCS or EOS I could progress this matter myself but I wish to instruct Barings Law to deal with this matter on my behalf. Please treat this document as my acceptance of those terms and documents as well as the terms below:

Barings Law to put in place an After the Event Insurance policy as discussed in our most recent discussion and confirmed within this agreement and I understand this would be deducted from my damages if we are successful.

I agree that Affiniti Finance Limited fund my disbursements and I/we sign the relevant funders forms to pay for my disbursements on my behalf as it has been explained to me, once I receive them direct from AFL

I accept that I am entitled to pay for these disbursements myself or seek alternative funding options such as legal expense insurance cover, trade union cover, etc but I do not have the benefit of such options and request that my chosen finance provider fund my disbursements such as court fees, expert reports etc.

Barings Law to submit a Claim on my behalf and for this purpose to sign on my behalf, any Statement of Truth contained within those Proceedings.

To instruct Counsel as and when they see fit unless an upfront fee is payable to Counsel in which case I will require a quote for the work.

In the event that my claim can be progressed via the issuing of proceedings I am happy for Barings Law to issue court proceedings in accordance with this Form of Authority.

I will return the form of authority within 14 days allowing any Data Subject Access Requests to be made using the SAE provided.

Client Signed:

Date:

Print Name:

TERMS OF BUSINESS

Dear Sir/Madam,

Re: Your Claim for mis sold PPI Redress.

Thank you for instructing us to act on your behalf in recovering compensation in respect of the above matter.

Barings Law Ltd is Authorised & Regulated by the Solicitors Regulation Authority. Our Regulation Number is 522572

The Firm is VAT registered

Our Registered Office is In accordance with the SRA Code of Conduct 2011 it is my duty to set out the basis of our appointment by you at the outset of your claim:

<http://www.sra.org.uk/solicitors/handbook/welcome.page>

Your Objectives

compensation for the balance owing from the mis sold ppi redress.

The Issues

In order to successfully obtain compensation on your behalf we must establish the following, either through negotiation, or via the FSCS (Financial Services Compensation Scheme) or the EOS (The Energy Ombudsman Service) or at Court :

- We must establish who is responsible.
- jurisdiction
- We must establish that you have suffered direct and/or indirect loss as a result of this breach.

The next steps to be taken on your behalf

Provided that you are happy for this firm to be appointed to recover compensation on your behalf, I confirm the next steps which will be taken on your behalf are as follows:

We have nominated one of our solicitors to collate all the documents and evidence that we need. We may need to write to various other parties to obtain all of the documents required to progress your claim.

Our preferred route is to pursue any potential Defendant via the relevant Pre Action Protocol to try and achieve a settlement without the need for court proceedings.

If the party that we believe is liable for your loss is still trading and/or their acting principal at the time the advice was given, it is possible, but unlikely, we could proceed with your claim via the EOS or to pursue the trading party we deem liable directly.

It may be that your claim is worth in excess of the EOS limits (see later notes on this point) or it may be that the way the EOS would deal with your complaint (in our experience) may be less favourable than if pursued directly. If we wish to pursue your claim via the EOS we will notify the trading party, we deem liable of your complaint and the firm will then have a period of 8 weeks to provide a response to your complaint. Upon receipt of the response the same will be forwarded to you and if you are not happy with the response provided we will raise a complaint to the EOS on your behalf.



If the company is no longer trading and if there is no relevant person able to satisfy the debt owed to you then we will raise your complaint directly to the FSCS.

It is possible that we shall pursue a professional negligence claim against a previous solicitor you may have instructed in this matter. This would require us obtaining the file of papers, reviewing the same and reporting back to you in respect of our views on their conduct.

In the event you have any questions, please do feel free to call me on the above telephone number.

Insurance Mediation

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the FCA so that we can carry out insurance mediation activities, 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 the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent body responsible for handling complaints about solicitors.

Level of Service

The Managing Director of the company is Craig Cooper. He has overall supervision of the fee earners within the practice, which consists of a number of solicitors, trainee solicitors, and para-legal non-qualified fee earners.

It is likely that an experienced Fee Earner or Grade A solicitor will be appointed to deal with your case; that will depend upon a number of factors, including:

- a. Whether facts are accepted or disputed.
- b. The complexity of the claim in which you have been involved.
- c. Whether we pursue your action via the Courts or via the EOS or FSCS.

Basic charges

These are for work done from now until this agreement ends. These are subject to review.

How we calculate our basic charges

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

<i>The hourly rates are: Grade of Fee Earner</i>	Per hour
Solicitors with over eight years post qualification experience including at least eight years litigation experience.	£273
Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.	£242
Other solicitors and legal executives and fee earners of equivalent experience	£203
Trainee solicitors, paralegals and other fee earners.	£149

Timescale

The process will usually take between 9 and 12 months depending on the nature of the claim. This timeframe is largely dependent on regulatory timescales and evidence gathering. It is important to note that the process can also conclude within 6 months (but not sooner) but could also take up to 18 months if we litigate through the courts.

We will strive to settle your claim as quickly as possible. However if your claim is likely to take longer than the above estimates, we will of course inform you as early as possible.

How we propose to fund your claim

This depends on what type of action we pursue and when your case ends (assuming it is successful of course).

We will utilise the conditional fee agreement, success fee and insurance policy model via the enclosed herewith.

From the 1st April the 2013, the government has introduced new rules as to how solicitors can fund claims. The agreement will still be called a Conditional Fee Agreement (CFA) or “no win no fee agreement” but there are some changes it is important that we explain to you.

Alternative Methods of Paying Legal Costs

1. Legal Expense Insurance – You may have a legal expenses insurance policy or a legal expenses insurance section within an existing policy of insurance. You may find that you are covered in a section in your home (buildings and content) insurance policy or within a travel insurance policy. If you find or think you have such cover please contact us immediately and we will contact the insurer to ask whether they will cover the legal costs of your case.
2. Trade Union or Other membership Organisation – If you are a member of such an organisation and think you may have the benefit of legal cover please contact us with further details and we will contact them and ask if they will cover the legal cost of your case.

Disbursements

Under our terms of business, you hereby agree to us incurring reasonable and necessary disbursements in order to progress your claim. These are payments we have to make to other people on your behalf, such as experts, court fees and barristers. Ultimately you are responsible for these fees. If we win your claim we should recover any reasonable disbursements from the party held liable for your losses. The after the event insurance policy and or any before the event insurance policy will cover you and indemnify you against any liability for disbursements if you lose your claim.

Responsibility for our costs

It is important you understand that you will be responsible for paying our bills. Even if the claim is successful, the other party may not be ordered to pay all our charges and expenses, or these may not be recovered from them in full after any detailed assessment by the court. If this happens, you will have to pay the balance of our charges and expenses, even if you win the case but this is capped at the rates set out within this agreement.

If your claim is successful, and the court orders the other side to pay some or all of your charges and expenses, interest can be charged on them to be paid by the other side from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other side to pay.

Any disbursements unrecovered from your opponent and if you lose all disbursements will be covered by your after the event insurance policy. This is subject to you complying with the terms of the policy.

Expert fees

In financial mis selling claims relating to this matter, we use a report. The expert report confirms their views on who is to blame and why, as well as additional comments in respect of quantum (the value of the claim).

These fees are payable within 30 days of their invoice being provided. These reports benefit not only us, but you and the after the event insurers and any litigation funder (such as Affiniti Finance Limited) greatly as they provide independent confirmation as to the prospects of success in the claim.

You are responsible for paying disbursements and fees such as this and it is vital that you consider the alternative funding options for your claim, via the litigation funders we have mentioned (e.g. Affiniti Finance Limited will fund the cost of this report as an example)

If you wish to pay for the disbursements, including expert reports and any court fees amongst other disbursements you may, and in the event of a successful claim we will hopefully recover such fees from the Defendant and in the event of an unsuccessful claim we would seek to recover your payments for disbursements from any legal expense insurer (if they have not paid for such items up front as is usually the case) or any after the event insurer which may be in place on your claim.

If you feel you would be in a position to fund the disbursements (e.g. court fees etc) yourself then please do advise us immediately

Many of our clients would rather not fund the court fees, expert reports, disbursements incurred during the claim and therefore would rather us use a litigation funder who funds disbursements on behalf of clients. In this respect Barings Law will fund the disbursements on behalf of the its clients.

Court Fee

We may need to issue court proceedings in your case at some stage. In most claims this is usually in approximately 40-50% of cases.

You are responsible for the fees that are required to initiate the proceedings and in recent years these have increased dramatically.

We may need to issue proceedings/ incur court fees on your behalf to:

- Protect the limitation of your claim;
- Because the Defendant disputes liability;

- Because we cannot agree the value of your claim.

If and when we come to issue proceedings a client with Barings Law has three choices:

1. to pay for the court issue fees themselves;
2. Apply to the court for financial aid
3. Barings Law fund the court fees.

In addition, listing and hearing fees would be payable if the claim were to proceed to trial. It is possible that you could obtain fee remission, although in most cases of this type it is highly unlikely, but is something we shall review if and when we need to consider issuing court proceedings.

If you feel you would be in a position to fund the court fees yourself then please do NOT sign and return the claimant consent form enclosed within our terms of business.

Many of our clients would rather not fund the court fees and therefore would rather us use a facility provided by one of our funding partners such as Affiniti Finance Limited.

You are not obliged to use any of the above should you choose not to.

Using one of our funding associates enable us to fund the Court fees on your behalf

The advantage of these facilities is that it enables us to fund the disbursements and court fees on your behalf with no liability for the same as long as you comply with our terms and those of the after the event insurer.

Conditional Fee Agreements (CFA) and success fees

If your claim is successful, the other side are still responsible for paying our base costs however they no longer have to pay your success fee. The success fee is the uplift or amount extra we are entitled to charge on top of our costs to reflect the risk that we may not win and therefore not get paid. Under the new regulations, you the client are responsible for paying our success fee.

We will use the Conditional Fee Agreement in the event that we issue proceedings against a Company that is still trading via a traditional Civil Litigation route.

The Success Fee

The amount of the success fee depends upon the type of case you have and the point at which it settles.

We have calculated these success fees on the basis of how we have historically calculated risks for these types of cases and what the court has previously agreed to. Notwithstanding the new changes in funding these claims, we believe the risks and therefore the success fee allowable remains the same.

Any success fee is confirmed in the CFA. (Conditional Fee Agreement attached)

The success fee percentage reflects the following:

- a. the fact that if you lose, we will not earn anything;
- b. our assessment of the risks of your case;
- c. any other appropriate matters;
- d. the fact that if you win we will not be paid our basic charges until the end of the claim;
- e. our arrangements with you about paying expenses and disbursements.
- f. the arrangements about payment of our costs if your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment.

Success Fee Cost Capping

The Success fee is confirmed in the Conditional Fee Agreement (CFA) and is applicable in the event that we pursue a civil claim against a trading entity. It is important to understand that the maximum we are entitled to take from your damages for a success fee is 35% plus VAT of your damages. Please ensure you read the document attached to this letter.

Counsel (A Barrister)

We work with a leading barristers chambers who are specialists in this line of work. It may be, from time to time, that we need to instruct Counsel to act on your behalf in respect of your claim. In the event that your case requires Counsel's advice we will write to you and confirm that we are sending the papers to Counsel. We will only do this if there is something different about your claim to that which we normally deal with or a different issue is raised to that which we normally encounter in these types of claim. In essence if we require Counsel's additional expertise to help us win your case we will instruct them to do so. By signing our terms and conditions you are acknowledging and authorising us to act on this basis.

It is possible that Counsel is willing to work on a Conditional Fee Agreement with a success fee and/or may want privately paying. We shall revert to you as and when necessary in respect of this.

Limitation

In order to pursue your claim via the Courts we need to prove that either:

1. Your claim is within 6 years of the transaction to which we are making a complaint about, e.g. the date a the loan contract was signed;
2. You knew, or ought to have known, that you had suffered a loss, of some form, within the last 3 years.

It will be vital that we assess the prospects of your claim in line with the Limitation Act 1980 and the time limits for the various schemes available for compensation.

If your Claim is referred to the EOS and is upheld, you cannot pursue a Claim to court for any amounts over this sum if you accept the award.

EOS Time Limit

Generally, these time limits are:

- six months from the business sending the consumer a final response (which has to mention the six-month time limit); and
- six years from the event the consumer is complaining about (or - if later - three years from when the consumer knew, or could reasonably have known, they had cause to complain)

Third Party Auditing

Please note from time to time it may be necessary for your file to be audited by a third party. In addition the original Provider/Introducer will require access to your papers on a read only basis so that they can assess the progress being made and the eventual conclusion. Other parties would also include, but not exclusively, ATE providers or funders who have provided Litigation Funding to assist the practice in running your claim.

By signing this letter, you are providing your ongoing consent to making your file available for these audits and for your file to be transparent on a read only basis to the Provider/Introducer.

Advertising and Recommendations:

If our details have been passed to you by a third party, we may have paid a marketing fee, suppliers fee, recommendation fee or signed up to a panel membership, organized road shows or responded to advertising.

All Introducers who pass our details to you have signed commercial agreements produced by us.

The arrangement between ourselves and the introducer is a strictly business relationship.

The arrangement does NOT constrain our ability to act impartially and to provide you with the best advice possible. The referral also has no financial impact on you personally or the cost of your action.

Once the introducer has passed our details to you and you have contacted us we will consider whether we can act upon your behalf.

If we have decided to act on your behalf the introducer will be advised and in accordance with the terms of business, if the claim is successful, be paid for this introduction at the conclusion of the claim. This is a business overhead which we are responsible for. No responsibility or liability is imposed upon you as a result of this agreement.

You are of course welcome to contact us if you wish to discuss this matter further.

Our Responsibilities to You

We are duty bound as solicitors to act in our client's best interests, and will of course endeavour at all times to do this, in addition we will:

- Use our best endeavours to obtain compensation for you.
- Progress your case as quickly as we are able.
- Keep you informed of all-important developments in your case.
- Provide you with regular updates as to the progress of your case.
- Consult with you in every important decision on your case.
- Use approved experts and sub-contractors throughout.
- Deal with your case in a manner which is satisfactory to you.
- Respond within 10 working days to correspondence.
- Reply to urgent telephone enquiries within 1 working day

Your Responsibility to Us

It is important that you understand your obligations to the firm, which we outline at this juncture, you will:

- Co-operate with reasonable requests for information.
- Advise us of changes of address, or contact details.
- Return authorities to us within 14 days.
- Respond to correspondence from us within 14 days.
- Assist us throughout to progress your case.
- Be honest with us throughout.
- Ensure your instructions are not misleading and are as accurate as possible.

Please note that if you breach any of your obligations to us, it may give rise to us terminating your CFA and you may be liable for all of your costs and disbursements due to us.

Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account, or if you fail to cooperate with us (i.e. fail to attend appointments, or to keep in touch with us). We must give you reasonable notice should we intend to stop acting for you.

We confirm that in the event of your file being transferred to another firm of solicitors, we may exercise a lien over your papers, this means that we are entitled to hold onto your file until assurances are given about paying any outstanding fees to this practice.

Complaints

Please note that this firm has a written complaints procedure that is available upon request. We strive to ensure that all complaints are handled promptly, fairly and effectively in accordance with it.

Should you have a problem or issue that cannot be resolved informally you are of course entitled to complain. Any complaints should be addressed to Craig Cooper, the complaints handling Director. Once your complaint has been made we will write to confirm how your complaint will be handled and the likely timescale you can expect us to revert with our findings. We will not charge you for investigating your complaint.

If your complaint has not been resolved to your satisfaction within 8 weeks of making the complaint, you may be able to complain to the Legal Ombudsman. However, the Ombudsman's powers are limited in certain respects as they can only accept complaints from individuals and certain small businesses and organisations. Full details of the kinds of complaints which the Ombudsman will accept can be found on their website at <http://www.legalombudsman.org.uk/> and their address and contact details are: PO Box 6806 Wolverhampton WV1 9WJ (email: enquiries@legalombudsman.org.uk; Tel: 0300 555 0333)

Please note that you can usually only contact the Ombudsman within 6 months of receiving a final written response from us about your complaint. Complaints must be made within 6 years from the date of the act/omission or 3 years from when you should have known about the complaint. The Ombudsman will not accept complaints where the act/omission/date of awareness was before 6th October 2010. You should also note that the Ombudsman may not consider a complaint about a bill if you have applied to the court for it to be assessed.

Money Laundering Regulations

Proof of identity

The law now requires solicitors, as well as banks, building societies and other, to obtain satisfactory evidence of the identity of their clients. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address, as set out on the attached sheet.

Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a satisfactory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency (SOCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that disclosure has been made or of the reasons for it because the law prohibits "tipping off". Where the law permits us to do, we will tell you about any potential money laundering problem and explain what action we may need to take.



We realise that this is a very formal and detailed letter, should you have any queries or require any further information upon it, please do not hesitate to contact the writer, who will be pleased to discuss the matter further.

Data Protection Act Notice & Affiniti Auditing consent

We place great emphasis on maintaining the highest standards of confidentiality. Our partners and staff are under an obligation not to disclose any confidential information to third parties, unless the Proceeds of Crime Act 2002 applies or a Court Order.

We are committed to protecting client privacy. In dealing with clients and prospective clients we require personal data to assist in the provision of legal services. The storage and disclosure of that information is in accordance with the Data Protection Act 2018.

From time to time we may ask other companies or people to do work on our files or prepare reports/ searches etc for us.

If your file is funded by a consumer credit loan that funds your disbursements Affiniti Finance will audit your file on a regular bases

Please provide your explicit consent that you allow Affiniti Finance to audit your file for the duration of your loan

We will seek a confidentiality agreement with these outsourced providers. If you do not want your file outsourced or audited, please tell us as soon as possible. The firm is working towards registered under the Lexcel quality standard of the Law Society. As a result of this we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence.

If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like me to mark your file as not to be inspected.

If you consent please put a tick in this box

Interest

If we hold money in our Client Account on your behalf, then we will account to you for a sum in lieu of interest calculated as below.

We will not account to you for any interest in the following situations:

- a. if the amount calculated is £20 or less;
- b. on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
- c. on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;
- d. if there is an agreement to contract out of the provisions of this policy.



If we hold sums of money intermittently on your behalf, in our Client Account, during the course of acting, and the sum in lieu of interest calculated for any single period is £20 or less, we will account to you if the total interest exceeds £20.00

If money is held for a continuous period, we will account to you for a sum in lieu of interest for the period when the money was held in our Client Account regardless of whether it is less than £20.00. We will calculate and pay interest once your matter has been concluded.

In calculating interest, we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK bank over the period when interest is due. We will review the interest rates quarterly and also whenever the Bank of England changes its Bank Rate.

In determining the period over which interest is to be calculated, we will look at the following: the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 came into force on 13 June 2014.

The regulations apply to contracts entered into on or after that date and impose a new statutory regulatory regime for certain consumer contracts.

The new regulations apply to solicitors' retainers but only where the client is a consumer and the contract is entered into:

On the solicitors premises;

Away from the solicitors premises including internet (online) and telephone sales .

The regulations also extend the previous cancellation period of seven days to 14 days.

Please note: The Consumer (Distance Selling) Regulations 2000 and the Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2008 will no longer apply to any consumer contract entered into on or after 13 June 2014.