



THIS DAMAGES BASED AGREEMENT is dated

PARTIES

- (1) **Legal UK Services 8 Edward Court, Broadheath, Altrincham, WA14 5GL**
- (2)

BACKGROUND

- (A) This Agreement is a Damages Based Agreement within the meaning of section 58AA of The Courts and Legal Services Act 1990 and the Damages Based Agreements Regulations 2013 (SI 2013/609).
- (B) This Agreement contains the terms and conditions upon which we agree to act on your Claim (as set out in clause 3 of this agreement) on your behalf on a contingency basis, so that we will be paid the agreed percentage of your win, but will receive nothing if the Claim is lost.

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Defendant

Lose: no settlement is reached between you and your opponent and the Court decides against you in respect of all of your Claim.

We: Legal UK Services Ltd

Win: either the Court decides in your favour in respect of one or more of your Claims or you accept an offer of settlement made by the Defendant(s)

You/Your:

Claim: Irresponsible Lending Claim

2. INFORMATION PROVIDED TO YOU IN ADVANCE

- 2.1. In our client care letter dated
 - 2.1.1. Alternative means of financing the Claim you wish to pursue (including legal expenses insurance); and
 - 2.1.2. Your responsibility for payment of expenses if you decide to enter into this Agreement.

3. THE PURPOSE OF THIS AGREEMENT

- 3.1. You enter this Agreement with us for the pursuit of your Claim against the Defendant as follows:
 - 3.1.1. Your Claim against the Defendant for damages for relief pursuant to the Consumer rights act 2015 (or the unfair contract terms act 1977 pre 2015) and CONC 5



4. WHAT THIS AGREEMENT DOES NOT COVER

4.1 This Agreement is limited to pursuit of your Claim identified in [Clause 3](#) above and does **not** cover:

- 4.1.1. Any claim or counter claim that the Defendant may bring against you;
- 4.1.2. Any appeal that you may make against the final judgment or order; and
- 4.1.3. Any enforcement proceedings the Defendant may bring against you.

5. OUR DUTIES UNDER THIS AGREEMENT

5.1. Subject to our professional duty to the Court, we will act in your best interests in pursuit of your Claim. We will discuss the litigation process with you, advise you on how to proceed and whether to accept any offer of settlement that the Defendant may make. We may decide if your claim no longer fits our acceptance criteria.

6. YOUR DUTIES UNDER THIS AGREEMENT

- 6.1. So that we can do our job under this Agreement, you must co-operate with us always when required to do so and promptly provide information and documents that we may ask for. You must not mislead us (which include providing us or the Court with any inaccurate or untruthful information) or ask us to work for you in an unreasonable or improper way. You are not to correspond with the Defendant in relation to your claim and notify us immediately if you receive communication from the Defendant. Should you move home during this case you must notify us in writing within seven days of moving.
- 6.2. You must attend any hearings when required to do so.

7. IF YOU WIN

7.1. If you win, you agree to pay us 36% share of any money and any non-monetary award or settlement received net of any costs awarded. This figure includes VAT. This does not include the expenses that you are responsible for in accordance with the terms of this Agreement.

The reason for the setting our fees at this level is as follows:

- 7.1.1. The Claim has not been upheld or rejected within the internal complaint's procedure;
 - 7.1.2. We agree to fund the Court fees and our costs of dealing with the Claim itself and await costs recovery until conclusion of the Claim; and
 - 7.1.4. If this Claim is worth less than £10,000 you will not be entitled to costs from the unsuccessful party.
- 7.2. You agree that we may receive any financial award the Defendant is ordered to pay to you. If the Defendant refuses to make payment to us and insists on paying you direct, you agree that you will pay us by cheque or bank transfer within 7 days of receipt by you.

8. IF YOU LOSE

8.1. If you lose your Claim, you do not have to pay any costs unless you have misled us, the Court or any



ATE insurer.

9. EARLY TERMINATION OF THIS AGREEMENT

- 9.1. In entering this Agreement, it is our intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either one of us may wish to end this Agreement before then.
- 9.2. Apart from the circumstances in [Clause 9.3](#), you may terminate this Agreement at any time. However, you are then liable to pay our costs (as defined in clause 7 of the terms of business) and the expenses incurred up to the date of termination calculated as set out in Clause 11 within one week of delivery of our invoice to you.
- 9.3. You agree not to terminate this Agreement after any settlement has been agreed or in the seven days before a Court hearing.
- 9.4. We can end this Agreement if we consider that:
- 9.4.1 you have not behaved reasonably, for example because you fail to meet your obligations as set out in Clause 6;
 - 9.4.2 your claim no longer fits our acceptance criteria;
 - 9.4.3 you are unlikely to win and you disagree with us; or
 - 9.4.4 you have behaved unreasonably in refusing to accept any offer of settlement.

If we end this Agreement under this clause then you will be liable to pay our costs and the expenses incurred up to the date of termination calculated as set out in [Clause 11](#) within one week of delivery of our invoice to you.

- 9.5. This Clause is without prejudice to any right of either party under the general law of contract to terminate this Agreement.
- 9.6. If this Agreement ends in any of the circumstances referred to in this Clause 9 you will be free to deal with your Claim on your own behalf or to instruct someone else to do so. However, until we are paid any money that you owe us under this Agreement, we are entitled to a “lien” over any of your property that is in our possession. Therefore, until we are paid, we will be entitled to keep your case papers.

10. IF THE COURT MAKES A COSTS ORDER FOR OR AGAINST YOU

- 10.1. While your case is proceeding before the Court, a costs order may be made in your favour or one may be made against you. It is rare for a Court to make a costs order. We will advise you if we believe this is likely to happen.
- 10.2. If the Court awards costs against you, you agree to pay the amount ordered by the Court or the amount calculated in accordance with any Court direction. These costs may be covered by ATE insurance
- 10.3. Since your claim is likely to be a small claim, subject to Part 27 of the Civil Procedure rules, any cost order is unlikely, unless you have behaved unreasonably.

11. CALCULATION OF OUR COSTS

- 11.1. If you are ordered to pay costs or we are entitled to claim costs from you under the terms of this Agreement, those costs will be calculated in accordance with the information on our charges that was



provided to you in our client care letter

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 12.2. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Signatures

Signed by the Solicitor for Legal UK Services Ltd

Signed

Elaine Walker

A handwritten signature in black ink, appearing to read 'Elaine Walker', written over a light blue horizontal line.

Client Name:

Dated:

Reference:

YOU FURTHER CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE ABOVE TERMS OF THIS DAMAGES BASED AGREEMENT CONTRACT PRIOR TO SIGNING THIS DAMAGES BASED AGREEMENT CONTRACT AND YOU FURTHER CONFIRM YOU ARE AGREEABLE TO THE TERMS OF THIS DAMAGES BASED AGREEMENT CONTRACT AND TO THE AUTHORITIES THAT YOU HAVE PROVIDED TO LEGAL UK SERVICES LTD TO BE APPOINTED TO ACT ON YOUR BEHALF IN RESPECT OF YOUR CLAIM(S).

Client Name:

Signature:

Date:



NOTICE OF RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after **14 days** from the day on which this contract is entered into.

Effects of cancellation

If you cancel this contract, the cancellation ends all obligations on you and us to perform this contact.

In the unlikely event that you have made any advance payments to us, we will reimburse to you all payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

However, if you give us your express written consent to start work on your matter within the 14 day period, while you may still cancel the contract, you may have to pay for the work we have actually done. If within the 14 day period we have completed all the work you have asked us to do you will no longer have the right to cancel the contract and will have to pay for the work we have done.

CANCELLATION NOTICE

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

To:

Elaine Walker
Legal UK Services Ltd
8 Edward Court
Broadheath
Altrincham
Wa14 5GL
Email: ewalker@legalukservices.com

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for the supply of solicitors services in respect of my/financial mis selling claim, namely the Damage Based Agreement made between us.

Name of Consumer:

Address of Consumer:

Signed:_____ (Signature only necessary if cancellation is notified on paper)

Date:_____

reference



Schedule 1

This confirms the Lenders you have authorised to investigate for a financial mis selling claim: