LAW ROOM SOLICITORS LIMITED

Terms of Business

PCP Claims – Damages Based Agreement (DBA)

The following terms constitute the Terms of Business (the “Terms of Business”) of Law Room Solicitors to provide legal services as described below. They will apply to all transactions between both parties, unless varied in writing.

1. Interpretation

For the purposes of these Terms of Business:

- references to “we”, “us” and “our” refer to Law Room Solicitors.
- references to “you” and “your” refers to the person or persons to whom our Terms of Business is addressed;
- “payment” refers to the amount of refunded commission/interest charges agreed to be paid by the lender inclusive of monies paid to reduce the debt on the account, and includes any refund of charges plus interest;
- “legal services” refers to the services provided by Law Room Solicitors in accordance with these terms of business;
- “Letter of Authority” refers to the letter to be signed and returned by yourself to Law Room Solicitors in order to authorise Law Room Solicitors Ltd to act as your legal representative in all dealings in respect of your claim against a product provider and confirming acceptance of this DBA.

2. Conduct

2.1. We shall carry out your instructions in accordance with our obligations under the Solicitors Regulation Authority requisite regulations. We shall act in your best interests in pursuing any claim for recovery of PCP charges and obtaining the best result reasonably obtainable.

2.2. Where we have given specific advice to you, unless you specifically request us to do so in writing, we shall not have any responsibility i) for the continuing validity of that advice; ii) to advise you about your financial position when changes are made, or otherwise to consider your financial position at any time in the future.

3. Scope and basis of our work

3.1. The legal services that Law Room Solicitors will offer include:

3.1.1. Legal advice on your complaint against your Car Finance Lender or Broker/Car Sales Company in respect of:

3.1.1.1. Commissions applied to PCP charges;

3.1.1.2. Interest payments;

3.1.1.3. Any other inappropriate charges

3.1.2. Assistance in your claim for recovery of undisclosed commissions against a Car Finance Lender or Broker/Car Sales Company following advice provide in accordance with 3.1.1. above recommending such a course of action.

3.2. Before we are able to evaluate your claim against your bank or credit provider, we are required to hold and process information about your personal accounts which are affected. In consequence, it will be necessary for you to provide us with details of your personal and financial circumstances and such other information and documents that we may specifically request.

3.3. We will rely on the information and documents that you provide us with as being true, correct and complete. We will not audit, test or check such information or documents except where it is inconsistent with our obligations under the law. You should inform us immediately of any changes that may affect the service and advice we provide you.

3.4. We will agree with you in writing, periodically and when necessary, the scope of our legal services. We will be willing to add to or change the scope of our legal services at any time, but such additions or changes must be first agreed in writing with us.

3.5. During the course of the provision of our legal services, we shall from time to time require your instructions. You must give us clear instructions which allow us to provide the legal services properly. You must not ask us to work in any improper or unreasonable way; you must not deliberately mislead us and you must co-operate with us when asked.

3.6. Please note that you are able to cancel your claim at any point up until the date that an offer of settlement is received. After this point our fees remain payable. Any cancellations before an offer is received will not incur any costs to you.

4. Communication

4.1. Unless otherwise instructed we shall communicate with you at your home address, normally by letter sent by normal postal services. Where appropriate you may be contacted by telephone or fax.

5. Fees payable if we are successful with your claim

5.1. The following fees are payable upon successful conclusion of your claim and please note VAT is payable in addition;

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

Please note that you are free to complete a claim yourself and it is not a requirement to instruct a third party law firm to assist you in order to recover compensation.

This is explained fully in the client care letter.

- You agree that we may receive the refund of Commission payments from the Car Finance Lender or Broker/Car Sales Company on your behalf.
- You agree to pay the fee within 14 days of receiving our invoice.

6. What happens if your claim is rejected

6.1. If we are not successful in achieving an offer to refund your Undisclosed Commissions following your claim you are not required to pay a fee to us. Please review your client care letter for further details.

7. Client Service

7.1. Our objective is to provide you with a high-quality service to meet your needs. However, if at any time you wish to make a complaint about any aspect of the legal advice or service you have received please contact the supervising solicitor Michael Regan at our address.

7.2. We undertake to look into any matter carefully and promptly and to do all we can to resolve the position to your satisfaction.

7.3. Law Room are regulated by the SRA and will conduct all business in compliance with SRA Rules and Regulations.

8. Data Protection Act 1998 and GDPR

8.1. During the period of our engagement we shall request information about your personal and financial situation from you.

8.2. The information that we obtain about your personal and financial situation may constitute “personal data” or “sensitive personal data” under the GDPR Provisions and Data Protection Act 1998 (“the 1998 Act”). By signing these Terms of Business, you expressly consent that we may:

8.2.1. carry out such processing (whether obtaining, recording or holding) or such data as is necessary to enable us to carry out your instructions;

8.2.2. disclose such data to any advisers or other third parties as is necessary to enable us to provide our advice to you;

8.2.3. hold such data in our files for as long as necessary for the purposes of providing legal services; and in accordance with our internal retention policies (which currently require the files are retained for a minimum of 6 years)

8.3. If requested by you in writing, we shall provide you with details of the data that we hold about you. You undertake to advise us if any such details are incomplete, inaccurate or out of date.

8.4. If requested by you in writing, we shall provide you with details of the third parties (referred to in paragraph 8.2.2 above) to which we have disclosed information about your personal and financial situation.

9. Confidentiality

9.1. Subject to paragraph 8.2.2 above, we shall not, without your prior written consent, disclose any confidential information concerning your personal or financial situation to third parties whom we may consult in relation to our work (save to the extent that the information is in the public domain), unless

otherwise required by law, a court of competent jurisdiction, HM Inland Revenue or any other government or regulatory authority.

10. Liability

10.1. Law Room Solicitors will perform the legal services with reasonable skill and care and acknowledges that it will be liable to you (up to the level of any fees received by Law Room Solicitors in respect of providing the consultancy service to you) for direct losses, damages, costs or expenses ("losses") caused by its negligence or wilful default, subject to the following limitations:

10.1.1. Law Room Solicitors will not in any circumstances be liable to you for loss of profits, revenue or other types of economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses arising from loss of data; any losses which arise other than directly and naturally from a breach of contract, or other losses, which a court holds to be consequential, special or indirect; any losses suffered by you arising from any claim against you by a third party for any of the aforementioned types of loss;

10.1.2. Law Room Solicitors will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than Law Room Solicitors; and

10.1.3. Law Room Solicitors shall have no other liability of any nature, whether in contract, tort or otherwise for any losses whatsoever and howsoever caused arising from or in any way connected with the provision of the legal service.

10.2. Nothing in these Terms of Business shall exclude or restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.

11. Consumer Protection (Distance Selling) Regulations 2000

11.1. If you are a consumer (i.e. a person not instructing us for the purpose of your business) and if your instructions have not been given to us at a face to face meeting, the above Regulations apply and we ask that you sign the Letter of Authority confirming that you accept and understand these Terms of Business/DBA and return it to us as quickly as possible. On receipt of this we will regard ourselves as acting on your behalf.

11.2. You have the right to cancel your instructions to us, without any cost to you, within fourteen working days of our receiving these written instructions. You would cancel the agreement by either delivering written notice that you are cancelling your instructions to our office, or alternatively by sending it to Law Room by post, fax or e-mail.

11.3. You may not, however, cancel the agreement without incurring any cost once we have, with your permission, started the work on your behalf within these first fourteen days. By signing and returning the Letter of Authority, you are agreeing that, to avoid delay in the transaction, we may start work on your behalf straightaway and we do not have to wait for the cancellation period to expire.

11.4. We shall carry out your instructions as efficiently as possible, but the nature of the instructions means that we are unlikely to be able to perform the contract within the maximum period of 30 days as laid down by the Regulations. By signing and returning the Letter of Authority you are therefore agreeing that we need not perform the contract within a maximum of 30 days.

12. Third Party Rights

12.1. A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

13. Commencement, variation and termination

13.1. Your continued instructions in connection with your claim will amount to an acceptance of these Terms of Business. However, it may not be possible for us to start or continue work on your behalf until your signed copy or copies of the Letter of Authority are returned to our office.

13.2. These Terms of Business may be varied or superseded at any time, in writing, by us.

13.3. These Terms of Business may be terminated by either party, with immediate effect, by giving notice in writing.

13.4. If you seek to terminate this agreement after Law Room Solicitors has received an offer of a payment from a product provider, you agree to pay to Law Room Solicitors within 28 days of request the fees set out in the table in clause 5.1. above calculated by reference to the amount of the payment offered by the product provider at the date of termination.

14. Invalidity

14.1. If any provision (whether in whole or in part) of these Terms of Business is held to be illegal, invalid or unenforceable under any enactment or rule of law, such provision or part shall be deemed not to form part of these Terms of Business, and the legality and enforcement of the remainder of these Terms of Business shall not be affected.

15. Whole agreement

15.1. These Terms of Business set out the entire agreement between you and Law Room Solicitors. Neither party may rely on any agreement understanding or arrangement, which is not expressly set out in the Terms of Business. The Terms of Business shall not be amended.

16. Applicable Law

- These terms of Business shall be governed by, and construed in accordance with, English and Welsh Law.
- The Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms of Business and any matter arising from them. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

Acceptance

By confirming that you have read these terms and conditions/Damages Based Agreement and by signing/E-Signing online the Letter of Authority, you agree to be bound to these terms and conditions.

Law Room Solicitors
489-493 Bolton Road
Pendlebury

Swinton
Manchester
M27 8QT

Law Room Solicitors Limited, 489-493 Bolton Road, Pendlebury, Swinton, Manchester M27 8QT. This Firm is Regulated by the Solicitors Regulation Authority no. 644527.