

{Client Title} {Client First Name} {Client Surname}
{Client Address Line 1}
{Client Address Line 2}
{Client Address Line 3}
{Client Postcode}

Date: {today}

Dear {Client First Name} {Client Surname},

Re: Client Care Letter relating to Tenancy Deposit Claim

Welcome to Veritas Solicitors. Thank you for choosing us to represent you in your tenancy deposit claim.

We understand how distressing and challenging your situation might be, and therefore how important it is that your claim is handled properly and given the attention it deserves.

If you choose to appoint us, you can rest assured that your interests are being looked after by a legal expert who understands the complexities of your case. We aim to resolve your dispute as quickly as possible, though managing a claim can take several months. To ensure your expectations are being managed we will keep you up to date as your claim progresses, either by email, SMS, letter, or phone.

Your claim will be dealt with by our specialist team who will have the day-to-day control of the matter and to whom you should address all correspondence. Your case will be supervised by one of our qualified solicitors.

All of our work is carried out on a no-win no-fee basis. Due to the nature of this particular claim, we require you to agree to the terms of the enclosed Conditional Fee Agreement (CFA). The circumstances which govern the CFA will apply to our charging structure are set out in the relevant associated terms enclosed.

Documents Enclosed

- **Information about Funding your Claim and Legal Expenses:** this explains more about the no-win no-fee agreements and the different options available for funding expenses which may be employed in pursuing your claim; and
- **Conditional Fee Agreement (CFA) including Cancellation Notice** – this is your no-win no-fee agreement with us and an explanation as to how you may cancel if you change your mind; and
- **Terms and Conditions of Business** – this sets out the terms of the relationship between you and us and contains information that we are required to provide to you at the start of your claim; and
- **Form of Authority** – this allows us to process your information and enables us to represent you in your claim; and
- **Claimant Assignment** – this ensures that our fees can be deducted from your compensation before any sums are paid to you.

What You Need To Do Next

Please read the Conditional Fee Agreement in addition to the supporting documentation which sets out our terms and conditions.

If you agree to the terms of this agreement, please sign and return to us the following documentation:

1. Conditional Fee Agreement
2. Form of Authority
3. Claimant Assignment

You are entitled to cancel the agreement within 14 days of the date of this letter. If you wish to exercise your right to cancel, please provide a clear statement of cancellation in writing, either by email, post or using the enclosed cancellation notice.

If you have any questions or concerns in relation to the above, please do not hesitate to contact us.

We look forward to hearing from you.

Yours sincerely,

Veritas Solicitors LLP

Information about Funding Your Claim and Legal Expenses

No-Win No-Fee Agreement Information

We propose to act for you under a no-win, no-fee agreement. Due to the nature of this particular claim, we require you to agree to the terms of the enclosed Conditional Fee Agreement (CFA) which outlines our charging structure and terms.

Please note that if you breach the terms of the CFA, then the sums due under the agreement at the time may become immediately payable by you, and they will not be covered by any insurance.

Alternative Methods of Funding

Here, we explain the other methods of funding which might be available to allow you to bring your Claim. They can be summarised as follows:

- Paying for our services as you use them on an hourly basis whether you win or lose;
- Pre-existing legal expenses insurance that would cover the cost of our services - if you have a policy that will cover you for this case please confirm without delay (we should advise you that legal expenses cover can be included as part of your household or motor insurance policies, so you should check these to see if you may have cover, and ask us if you are unsure);
- A trade union or other organisation of which you are a member that would cover the cost of our services - if you are a trade union member and your union will pay your legal fees and expenses please confirm without delay;
- By legal aid, but this is not applicable to the type of claim you are pursuing.

Unless you have pre-existing legal expenses insurance or trade union cover, we would recommend that you proceed on the no-win no-fee basis described above for this type of case, because this means that you only have to pay anything if you succeed.

Based upon the information we have received; we are satisfied that the enclosed agreement is suitable for your needs and takes account of your best interests. If your circumstances change, we may need to review the funding arrangement; please therefore inform us about any relevant changes.

As part of the process, we will conduct a search on you at a Credit Reference Agency, which will not be visible to other lenders and will not impact your ability to obtain credit elsewhere.

Please be advised that if you have instructed another firm to represent you in the same Claim, you may be liable for two sets of fees.

After The Event (ATE) Insurance

In some circumstances, we are unable to take your case forward without an ATE Insurance policy in place because the policy is needed to cover third party expenses, such as legal expenses and funding costs if your claim is unsuccessful.

If required, we will take out an insurance policy on your behalf to cover these third party expenses so if your claim is unsuccessful, you will not be out of pocket. We shall inform you when we take out the insurance policy and will send you a copy of the policy for your records.

By instructing us, you give us authority to enter into an insurance policy on your behalf and to make payments to meet legal and other expenses on your behalf as your case proceeds.

If court proceedings are required then it will also be necessary to insure against risk of paying your opponent's costs, and so further insurance will be required if court proceedings are started. We will advise you further about this if it appears that we will need to start court proceedings in your case.

CONDITIONAL FEE AGREEMENT (CFA)

This agreement is dated:

In this Agreement We and Us, means Veritas Solicitors LLP (CRN:OC332899) whose registered office is at Cardinal House, 20 St. Mary's Parsonage, Manchester, M3 2LY

Client:

Client Address:

1. This Agreement covers Your Case for Damages and Recovered Costs. It will cover all work preparing and presenting the Case to Your Opponent and any Court proceedings issued.
2. This Conditional Fee Agreement is a no-win no-fee agreement, which may also be referred to as a CFA. This means that, subject to the terms of the CFA, We will only be paid for our legal services if Your Claim is successful.
3. The CFA terms will only apply if We progress Your Claim with the Opponent under Litigation Circumstances, therefore the charging structure as set out in the CFA terms will apply.
4. This Agreement is a legally binding contract between You and Us. Before You sign it or give any instructions to Us, please read everything carefully, including the enclosed Terms and Conditions. Please do not hesitate to contact Us if You would like any further explanation about this Agreement or any of the enclosed information and documentation.
5. Defined Terms used in this Agreement shall have the same meaning as in the enclosed Terms and Conditions.
6. This Agreement provides that should Your Case be successful, You will be awarded compensation called Damages to be paid by the Opponent or the Opponent may otherwise agree to pay You Damages. You may also be paid an amount by the Opponent to cover Your legal costs known as Recovered Costs.
7. From the Damages and any Recovered Costs that You receive, if Your claim is successful you will pay Us:
 - 8.1 our professional fees for acting on Your Claim (Firm Fees); and
 - 8.2 an additional Success Fee which is capped at 100% of the Firm Fees; and
 - 8.3 any Disbursements we have paid on your behalf in connection with Your Claim.
8. The Success Fee is an amount which reflects the fact that the Firm has achieved a successful result for You and has taken on risk (in the form of the no-win no-fee agreement) in order to advance Your Claim. Although in setting the Success Fee, We have taken into account the risk of acting on conditional payment terms, the Success Fee overall is the payment that We require for agreeing to conduct the Claim on Your behalf, and it is not intended to be a charge which is proportionate to risk. By entering into this Agreement, You acknowledge and accept that and agree to pay the Success Fee stated above.
9. The total amount payable by You on success in Your Claim will be capped at any Recovered Costs received and 35% of any Damages awarded to You less the ATE Insurance Premium.
10. To ensure that You receive a substantial portion of any Damages You win from Your Opponent if Your Claim is successful, We will apply a cap to the total amount We may receive under the CFA so that We will never receive more than 35% of any Damages You win, less the ATE Insurance Premium together with all of any Recovered Costs You are able to recover from Your Opponent.
11. If Your Claim is successful, You may be able to seek recovery of the Firm Fees and certain Disbursements from the Opponent, but you will not be able to request that your Opponent pays for the Success Fee or the premium payable for the insurance which we will take out on your behalf, as mentioned below.
12. We will deduct any payment due to Us from the Damages and any Recovered Costs which You recover from your Opponent before sending the remainder of the Damages to you at the end of Your Claim.

13. The Firm Fees are calculated by reference to an hourly rate for the work done in respect of Your Claim and will depend on the level of seniority of the person carrying out that work. These are the fees which You would be required to pay if You asked us to act for You in respect of Your Claim without using an alternative method of financing (i.e. not on a 'No-Win No-Fee' basis).
14. To the extent that the total amount payable by You does not cover the items owed to Us at paragraphs 8.1 to 8.3, You will not have to pay the difference.
15. If Your Claim is unsuccessful, all of your costs will be covered, either by Us or through insurance that we take out on your behalf. You will not have to pay for our legal services or for any shortfall in third-party expenses including Disbursements that is not paid by the insurance policy (including insurance premiums), subject to you complying with the terms of the CFA.
16. You may become liable to pay Your Opponent's costs referred to as Adverse Costs. However, provided you comply with the terms of the CFA, We will provide You with an indemnity against those costs which We will then cover through an ATE Insurance policy which we will take out on your behalf.
17. Agreeing the terms of the CFA ensures that our service costs will be repaid out of the proceeds of Your Claim and the sums due under the CFA can be deducted from the Damages and Recovered Costs You receive before any sums are paid to You. This helps secure our right to payment if You win, without which we would not be willing to assist you by funding the legal expenses which you would otherwise have to pay for yourself.
18. By signing this Agreement, You give Us authority to enter into an ATE Insurance policy on your behalf and to make payments to meet legal and other expenses on Your behalf as Your Case proceeds. We shall send you a copy of the Insurance Policy entered into on Your behalf.
19. By signing this Agreement, You authorise Us to conduct a search with a Credit Reference Agency, not only to verify Your identity but, to prevent fraud or money laundering. This search will not be visible to other lenders or affect Your credit rating in any way.
20. By signing this Agreement, You agree, to the extent allowed by law, to sign any further documents We may require to progress Your Claim to conclusion.
21. We are entitled in our sole discretion to withdraw our services on reasonable notice to You if we have good reason to do so.

Signature

I confirm that Veritas Solicitors have explained the content and terms of this Conditional Fee Agreement to my satisfaction, and that I agree to its terms.

Client Name:

Client Signature:

Date:

IP Address:

Solicitor Signature:

Date:

Terms and Conditions of Conditional Fee Agreement (CFA)

1. Defined Terms and Interpretation

In this CFA, unless otherwise provided, the following words and expressions have the following meanings:

1.1 "Adverse Costs" means that portion of the Opponent's fees and disbursements that it has incurred in relation to the Proceedings that are ordered by the court or agreed between the parties to the Claim to be paid by the Client to the Opponent.

1.2 "Advocacy" means appearing in a representative capacity at court hearings or mediation or other alternative dispute resolution procedure, with or without counsel, on behalf of the Client.

1.3 "ATE Insurance" means a contract of insurance taken out on the Client's behalf to cover certain liabilities of the Client in respect of the Claim, including the Adverse Costs and certain Disbursements.

1.4 "ATE Insurers" means such provider of the after-the-event insurance approved by the Firm.

1.5 "Case" means the Client's Claim for Damages from the Opponent in relation to Your tenancy deposit Claim.

1.6 "Claim" means the Client's Tenancy Deposit claim against the Opponent.

1.7 "Client", "You" or "Your" means You the client(s) represented by the Firm.

1.8 "Client Care Letter" means the letter sent by the Firm to the Client enclosing the CFA and the Terms and Conditions of Business.

1.9 "Conditional Fee Agreement" "CFA" means the terms and conditions of this conditional fee agreement, including any schedules entered into between the Client and the Firm.

1.10 "Counsel Fees" means any fees for any barrister instructed by the Firm in connection with the Claim and/or any Proceedings.

1.11 "Damages" means money that the Opponent is ordered to pay or otherwise agrees to pay if the Client Wins the Claim. Under this CFA, Damages shall exclude Recovered Costs.

1.12 "Disbursements" means expenses paid on behalf of the Client in connection with the Claim and/or any Proceedings, such as (but not limited to) experts' fees, court fees, photocopying, travelling expenses, translators' fees and any premium payable under an ATE Insurance policy.

1.13 "Firm" "We" "Us" means Veritas Solicitors LLP (CRN: OC332899) whose registered office is at Cardinal House, 20 St. Mary's Parsonage, Manchester, M3 2LY.

1.14 "Firm Fees" means the amounts which the Firm charges for the work which it does on the Claim at the rates set out at clause 4.2, not including the Success Fee. The Firm Fees include charges for work undertaken by the Firm in respect of the Claim since you first instructed us, including in relation to the Firm assessing the quantum of the Claim.

1.15 "Instruction Commencement Date" means the date of the Client(s)'s signature to this CFA.

1.16 "Litigation Circumstances" means the initiation of any Proceedings, whether in England and Wales or in any other jurisdiction and any counterclaim issued by the Opponent in respect of the Claim.

1.17 "Loses the Claim" means where the court dismisses the Claim without making any award of Damages in its favour or where the Client discontinues the Claim on the Firm's advice with no agreement or order for payment of Damages in favour of the Client.

1.18 "Opponent" means any party against whom the Client proceeds in this Claim or in claims heard with this Claim, or any one or more of them. Where an Opponent is named in this CFA, the CFA is not limited to a claim against that Opponent, but extends to a claim against any other Opponent which the Firm may advise.

1.19 "Part 36 Offer" means an offer to settle the Claim made in accordance with Part 36 of the Civil Procedure Rules.

1.20 "Proceedings" means any legal proceedings issued by the Client relation to the Claim whether in England and Wales or in any other jurisdiction and any counterclaim issued by the Opponent in respect of the Claim. Proceedings do not include claims or complaints under the Financial Services Compensation Scheme, the Financial Ombudsman Service or other out-of-court redress procedure.

1.21 "Recovered Costs" means all amounts paid or payable to the Client or the Firm, or any person on their behalf, by the Opponent (or any related party) on account of:

1.21.1 the Firm Fees;

1.21.2 Counsel Fees; and/or

1.21.3 other Disbursements,

or, if a Settlement is agreed that fails to allocate the amount of the Settlement or compromise to such items, an amount equal to an order for Recovered Costs that a court might reasonably have been expected to make in the Claim [as determined by counsel, acting reasonably], or by an experienced costs lawyer agreed between the parties in accordance with clause 15.3.

1.22 "Settlement" means a binding agreement between the Client and any Opponent in settlement of the Claim, whether in the Proceedings or otherwise. This shall include any waiver or compromise of the Proceedings against an Opponent.

1.23 "Success Fee" means the percentage of the Firm Fees which are added to the Client's bill if the Client Wins the Claim, together with VAT thereon.

1.24 "Terms and Conditions of Business" means the Firm's terms and conditions of business delivered to the Client.

1.25 "Wins the Claim" means where the Claim is finally decided in the Client's favour, whether as a result of the court ordering the Opponent to pay Damages to the Client or the Opponent agreeing to pay Damages in Settlement, irrespective of whether a costs order is made in favour of the Client. "Finally" means one of the following:

1.25.1 The Opponent is not allowed to appeal against the court decision;

1.25.2 The Opponent has not appealed in time; or

1.25.2 The Opponent has lost any appeal.

1.26 "VAT" means value-added tax at the prevailing rate.

1.27 In the interpretation of this CFA, unless the context otherwise requires:

1.27.1 headings are for reference only and do not affect the interpretation of this CFA; and

1.27.2 references to clauses are to clauses of this CFA; and

1.27.3 the singular shall include the plural and vice versa.

2. Introduction and Important Information

2.1 The Firm agrees to act for the Client under this CFA in relation to the Claim in the Litigation Circumstances once the Firm has received a signed and dated copy of the CFA from the Client.

2.2 The Firm will be the Client's solicitors throughout the whole legal process including going to trial if necessary, subject to the terms of this CFA and the Terms and Conditions of Business and to the professional duties owed by the members of the Firm.

2.3 The terms of this CFA shall cover all work on the Claim carried out since the original Instruction Commencement Date.

2.4 This CFA will include any Claim against any other person who is subsequently identified as an Opponent to the Claim.

2.5 The Client acknowledges that the Parties are entering into this CFA on reliance of the representations and warranties set out in Schedule 1 to this CFA.

3. Scope of this CFA

3.1.1. This CFA covers the following in connection with the Claim:

3.1.1.1.1. Issue and conduct of the Claim.

3.1.1.1.2. Any application (including interim applications) brought by the Client or the Opponent.

3.1.1.1.3. Any application for permission to appeal or any appeal by the Opponent or the Client against a final or interim order.

3.1.1.1.4. Any appeal by the Opponent or the Client against an interim or final order.

3.1.1.1.5. Any steps taken to enforce a judgment, order or agreement.

3.1.1.1.6. Any counterclaim against the Client.

3.1.1.1.7. Any negotiations about, and any court assessment of, the costs of the Claim.

3.1.1.1.8. Any Settlement discussions and/or alternative dispute resolution mechanisms.

3.1.2. Unless otherwise agreed, the Firm's advice will relate to legal and strategic matters in connection with the Claim and the Firm will not provide the Client with any foreign law, economic, financial or accounting advice nor be responsible for any non-legal matters. The Firm will, however, assist the Client in retaining third party advisors to obtain such advice and liaise with them as required.

3.2.1 The Firm's advice should not be relied upon by anyone other than the Client (except other claimants for whom the Firm acts, insofar as that advice is also provided to other claimants).

4. Fees and Disbursements

4.1. The provisions of the Terms and Conditions of Business between the Client and the Firm will continue to apply save as varied by the terms of this CFA from the date of the Client's signature to the CFA.

4.2. Firm Fees

- 4.2.1. Under this CFA, the Firm Fees are calculated by reference to the hourly rates set out below. These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed each year. The Firm will inform the Client in advance of any increase in the rates.

Grade	Description	Rate
Grade A	Partners, Solicitors, Chartered Legal Executives, and qualified fee earners with over 8 years' experience	£278.00 per hour
Grade B	Solicitors, Chartered Legal Executives, and qualified fee earners with over 4 years' experience; other fee earners with at least 10 years' equivalent experience	£242.00 per hour
Grade C	Solicitors, Chartered Legal Executives, and qualified fee earners with less than 4 years' experience; Trainee Solicitors, Paralegals, and other fee earners with at least 5 years' equivalent experience	£203.00 per hour
Grade D	Trainee Solicitors, Paralegals, and other fee earners with less than 5 years' equivalent experience	£149.00 per hour

- 4.3. Subject to clause 11 (Termination), the Client is only liable to pay the Firm Fees, Disbursements and the Success Fee if the Client Wins the Claim.
- 4.4. If the Client Wins the Claim:
- 4.4.1. Subject to clause 4.12, the Client will be liable for the Firm Fees and Disbursements, together with the Success Fee.
- 4.4.2. At the conclusion of the Proceedings or other Settlement of the Claim the Firm will invoice the Client for the Firm Fees and Disbursements, together with the Success Fee.
- 4.4.3. Usually, the Client is entitled to seek recovery of the Firm Fees and Disbursements from the Opponent.
- 4.4.3.1. The Success Fee is not recoverable from the Opponent and, subject to clause 4.12, remains payable by the Client to the Firm as a deduction from any Damages in accordance with the terms of this CFA.
- 4.4.3.2. Except in respect of some limited categories of claim, the premium payable under any ATE Insurance is not recoverable from the Opponent and, subject to clause 4.12, remains payable by the Client to the Firm as a deduction from any Damages in accordance with the terms of this CFA.
- 4.4.3.3. If the Firm Fees and Disbursements cannot be agreed by the parties to the Claim, the court will decide how much can be recovered. It is unusual for the court to order recovery of all of the costs claimed on assessment. In the event that the recoverable costs assessed by the Court are lower than the full Firm's Fees and Disbursements, the Client will be liable to pay the Firm any shortfall between the Firm's Fees and Disbursements and the assessed amount.
- 4.4.4. The Client agrees to pay all Damages and Recovered Costs received from the Opponent (by way of order or agreement) into the Firm's client account and, out of such sums, the Client agrees that the Firm can take any payments due in the order of priority set out in at clause 5 (Application of Proceeds and Payment Priority).
- 4.4.5. Where Damages and/or any Recovered Costs are not paid directly to into the Firm's client account and the Client fails to pay the Success Fee and any Recovered Costs within 7 days of a demand for payment, the Firm shall be entitled to payment of interest on the outstanding amount at 2% above base rate per annum from the date of the demand until payment.
- 4.4.6. If the Opponent is ordered to pay some or all of the Client's costs, interest can be claimed on the amounts due from the Opponent from the date of the court's award. The Firm is entitled to keep this interest.
- 4.4.7. If the Opponent does not pay all or any of the Damages, Firm Fees or Disbursements owed to the Client pursuant to an order or agreement, then the Client agrees that it will use all reasonable endeavours to assist and cooperate fully with the Firm in recovering the amounts due and owing. This will include, but is not limited to, the right to take action in the Client's name to enforce any judgment, order or agreement to pay, and the right to request a transfer or assignment of any judgment, order or agreement at the Firm's request.
- 4.5. If the Client Loses the Claim:
- 4.5.1. The Client will not be liable for the Firm Fees or the Success Fee.

- 4.5.2. The Client will only be liable for the Disbursements to the extent they are covered by the indemnity provided by the law firm and the ATE Insurance, and will not be required to pay any of shortfall.
- 4.5.3. Subject to clause 17, the Client may be liable for the costs and disbursements of the Opponent to the extent not covered by the indemnity provided by the Firm to the Client or the ATE Insurance (including any costs of the Opponent if the Client loses an interim application).
- 4.5.4. The Client will be liable for any damages and interest awarded or agreed against the Client if the Opponent succeeds in any counterclaim against the Client to the extent not covered by the indemnity provided by the Firm or the ATE Insurance.

4.6. The Success Fee

- 4.6.1. The Success Fee is set at 100% of the Firm Fees and, subject to clause 4.12, is payable by the Client to the Firm by way of a deduction from any Damages.
- 4.6.2. The Success Fee percentage of 100% reflects all relevant factors as they reasonably appear to the Firm on the date this CFA is entered in to, including, but not limited to:
 - 4.6.2.1. The Firm is self-financing the Claim and the Client is only liable to pay fees if the Client Wins the Claim which gives rise to uncertainty and unpredictability in the Firm's business affairs and deprives the Firm of cashflow;
 - 4.6.2.2. The Opponent may advance a defence not currently contemplated;
 - 4.6.2.3. Further information may be provided by the Opponent which impacts upon the viability of the Claim;
 - 4.6.2.4. The quantum of the Claim is uncertain and affected by evidence including by way of disclosure from the other side not yet reviewed and detailed expert evidence. Consequently, it may be lower than anticipated;
 - 4.6.2.5. The Opponent may issue interim applications and pursue appeals;
 - 4.6.2.6. There are inherent risks and a multitude of uncertainties that arise in litigation;
 - 4.6.2.7. It is uncertain when and if the Opponent will make reasonable offers to settle the Claim; whilst an early settlement is possible it would not be a safe assumption;
 - 4.6.2.8. Decisions that the Client makes may materially impact on whether the Claim continues and whether the Client Wins the Claim;
 - 4.6.2.9. The Firm has the responsibility of making a significant investment in the Claim (in addition to the significant investment already made) including not only in relation to its own time for work undertaken but also in respect of the Counsel Fees, experts fees and other Disbursements notwithstanding the risk factors set out above.
- 4.6.3. The Success Fee cannot exceed 100% of the Firm Fees but otherwise there is no maximum limit on the amount of the Success Fee.
- 4.6.4. Although in setting the Success Fee, we have taken into account the risk of acting on conditional payment terms, the Success Fee overall is the payment that we require for agreeing to conduct the claim on your behalf, and it is not intended to be a charge which is proportionate to risk. By entering into this Agreement you acknowledge and accept that and agree to pay the Success Fee stated above.
- 4.6.5. The Success Fee is only payable by the Client if the Client Wins the Claim and will be payable via a deduction from the Damages.
- 4.6.6. If there is anything that the Client wishes to discuss about the Success Fee it should contact the Firm before signing the CFA.

4.7. Cost Cap

- 4.7.1. In recognising the need for the Client to recover a portion of its damages, it is agreed that if the Client Wins the Claim, the Client's total liability to the Firm under this CFA will not exceed the aggregate of:
 - 4.7.1.1. 35% of any Damages awarded;
 - 4.7.1.2. The ATE Premium; and
 - 4.7.1.3. Recovered Costs.

4.8. Disbursements

- 4.8.1. The Firm will pay certain Disbursements for which the Client is liable during the course of the Proceedings.

4.9. Counsel's Fees

- 4.9.1. Counsel Fees are not included in the Firm Fees and are treated as a Disbursement. If it becomes necessary to instruct a barrister, the Firm will discuss with the Client the proposed choice of barrister and arrangements for payment of the Counsel Fees, including whether the barrister is willing to enter into conditional fee agreement.

- 4.9.2. If a barrister is willing to do so, the Firm will enter into a separate conditional fee agreement with him/her.
- 4.9.2.1. This will usually be on the basis that if the Client Wins the Claim:
- 4.9.2.1.1. The barrister will charge a success fee in addition to the Counsel Fees. The barrister's success fee will be set out in the separate conditional fee arrangement that the Firm enters into with them and the Firm will discuss the barrister's success fee with the Client before the barrister is instructed; and
- 4.9.2.1.2. If the Client Loses the Claim, the barrister will not charge any Counsel Fees or will charge reduced Counsel Fees.
- 4.9.2.2. If the Client Wins the Claim, the Client is normally entitled to recover some or all of any Counsel Fees from the Opponent. However, the barrister's success fee is not recoverable from the Opponent and, subject to clause 4.12, remains payable by the Client as a deduction from any Damages in accordance with the terms of this CFA. In the event that the recoverable Counsel Fees assessed by the Court are lower than the full Counsel Fees, the Client will be liable to pay the Firm any shortfall between Counsel's Fees and the assessed amount.
- 4.9.3. If the Firm is not able to find a suitable barrister who is willing to work under the terms of the conditional fee agreement, or if the Client is not willing to pay a success fee to a barrister, the Firm will instruct the barrister on the basis that the Client is liable to pay the Counsel Fees in full regardless of whether the Client Wins the Claim. In this instance, Counsel Fees will be paid in accordance with the provisions of clause 4.13.

4.10. Adverse Costs

- 4.10.1. If the Client Loses the Claim, the Client may have to pay the Opponent Adverse Costs. The Firm will provide an indemnity to the Client in respect of such Adverse Costs, which will be backed by an ATE Insurance which will provide cover to the Firm in respect of the Adverse Costs. This means that the Client will only be liable to pay Adverse Costs to the Opponent to the extent that the ATE Insurer does not make a payment of such amounts under the ATE Insurance to the Firm or the payment under the ATE Insurance is insufficient to meet the Adverse Costs liability.

4.11. Recovered Costs

- 4.11.1. If the Client wins on an interim application during the case and the court orders the Opponent to pay the Client's costs of that application, the Client will be liable for the Firm Fees for that application in any event up to the amount recovered from the Opponent, but the Client will only become liable to pay the Success Fee on those Firm Fees if the Client Wins the Claim.

4.12. Settlement

- 4.12.1. Where the Opponent makes an offer to settle the Claim for a lump sum or benefit that does not distinguish between Damages and our Fees, Counsel Fees and Disbursements, the Client agrees that it will not accept such an offer without the Firm's written consent.
- 4.12.2. It may be that the Opponent makes a Part 36 Offer which the Client rejects on the Firm's or counsel's advice and the Client pursues the Claim to trial and obtains judgment in its favour where the Damages it recovers are less than or equal to the Part 36 Offer. If this happens, the Client will still win the Claim but the Firm will charge the Firm Fees and Success Fee for the period up to 21 days after it received notice of the Part 36 Offer / payment and for the period thereafter it shall not claim any Firm Fees or a Success Fee. The Client shall still be liable for Disbursements. The Client will also usually be ordered to pay the Opponent's costs from 21 days after notice of the Part 36 Offer / payment which will be covered by the indemnity for Adverse Costs provided by the Firm and the ATE Insurance.
- 4.12.3. If the Opponent makes a Part 36 Offer which the Client rejects against the Firm's or counsel's advice and the Client pursues the Claim to trial and obtains judgment in its favour where the Damages are less than or equal to the Part 36 Offer, the Client will remain liable for the Success Fee, as well as the Firm Fees and Disbursements and in these instances such amounts shall not be subject to the cap in clause 4.7. The Client will also usually be ordered to pay
- 4.12.4. the Opponent's costs from 21 days after notice of the Part 36 Offer / payment and the Client shall be liable for these amounts. Such amounts would not be subject to the cap in clause 4.7 nor covered by the indemnity for Adverse Costs provided by the Firm or the ATE Insurance.

5. Application of Proceeds and Payment Priority

- 5.1. The Client agrees to hold all Damages and Recovered Costs as trust property on bare trust absolutely for the benefit the Firm and itself to the extent of each of their respective interests in the Damages and Recovered Costs as described in this CFA.

- 5.2. If the Client Wins the Claim, Damages and Recovered Costs paid into the Firm's client account in accordance with clause 4.4.5 shall be applied by the Firm in the following order of priority:
 - 5.2.1. First, subject to the cap at clause 4.12, to the Firm in respect of (i) the Firm Fees (ii) the Success Fee; (iii) Disbursements; and (iv) any barrister's success fee;
 - 5.2.2. Second, to the Client in respect of the balance of the Damages together with any interest payable in accordance with the Solicitors Accounts Rules.
 - 5.3. If the Client Loses the Claim, the Client irrevocably instructs the Firm that any amounts recoverable under the ATE Insurance in respect of the Disbursements (to the extent such amounts have not been paid directly to the Firm by the ATE Insurer) shall be paid directly into the Firm's client account to be applied by the Firm to meet any Disbursements payable by the Client in accordance with the terms of this CFA.
6. **VAT**
 - 6.1. VAT will be added at the rate which applies when the work is done to all of the Firm Fees and the Success Fee. VAT is also payable on certain Disbursements.
 7. **Right to apply for an assessment**
 - 7.1. The Client has the right to an assessment by the court of the amount of the Firm Fees, Success Fee and/or Disbursements which are payable by the Client under this CFA, by making an application under section 70 of the Solicitors Act 1974. There are time limits for that application, including an absolute right to assessment if the Client applies to the court within one month of delivery to the Client of the bill of costs, and a gradual reduction of the right the longer it is left thereafter, which the Firm will inform the Client about if asked. The Client is welcome to seek advice from another law firm about this but would be required to pay the costs associated with doing so.
 8. **Lien**
 - 8.1. The Firm is entitled to keep any money, papers, documents or other property held on behalf of the Client until all money due to the Firm is paid in full. A lien may be applied after this CFA ends.
 9. **ATE insurance**
 - 9.1. The Client hereby grants authority to the Firm to enter into an ATE Insurance policy with the ATE Insurer on the Client's behalf for the purposes of meeting the Client's liability for certain amounts the Client may be liable to pay in connection with the Claim, including any Adverse Costs where the Client Loses the Claim. The Firm shall have no interest in the ATE Insurance policy.
 - 9.2. The Firm will pay for any insurance premium for which the Client is immediately liable. If the Client wins the Claim, except in respect of some limited categories of claim, the Client is not entitled to seek recovery of the insurance premium from the Opponent and will be liable for any deferred insurance premium which shall be paid by way of a deduction from any Damages.
 10. **Responsibilities**
 - 10.1. To enable the Firm to properly advise and represent the Client, the Client's responsibilities include:
 - 10.1.1. Giving the Firm full, honest, clear and timely instructions and instructing the Firm so as to allow it to comply with all rules of the court or obligations imposed by its regulators;
 - 10.1.2. Cooperating fully with the Firm in the preparation and conduct of the Claim, including informing the Firm of all material facts of which the Client is aware, promptly keeping the Firm informed of any developments which are relevant to the Firm's representation of the Client in relation to the Claim and its assessment of the likelihood that the Client will Win the Claim, and not causing any significant delay or otherwise acting in a manner that might materially prejudice the likelihood that the Client will Win the Claim;
 - 10.1.3. Telling the Firm promptly if any information previously provided to the Firm is no longer true or accurate;
 - 10.1.4. Acting throughout the duration of the Claim in accordance with the reasonable advice and direction of the Firm, including the use and instruction of barristers, experts or witnesses, the issues arising in the Claim and any compromise of the Claim;
 - 10.1.5. Providing the Firm with all information and documents which are relevant to the Claim, including but not limited to letters, documents and emails, third party reports and records, and statutory filings;
 - 10.1.6. Safeguarding and preserving any relevant documents (in both electronic and hard-copy form) that may be relevant to the Claim. Further details in relation to the Client's disclosure requirements are set out in the Standard Terms and Conditions of Business;
 - 10.1.7. Not asking the Firm to work in an improper or unreasonable way;
 - 10.1.8. Paying all amounts due to the Firm upon delivery of invoices;
 - 10.1.9. Consulting with the Firm before making any contact with or having any discussion or correspondence with the Opponent or its lawyers concerning any aspect of the Claim;

- 10.1.10. Not abandoning or discontinuing the Proceedings or any part of the Proceedings against the Firm's advice;
- 10.1.11. With the Firm's guidance, taking all reasonable steps to engage constructively with the Opponent to resolve the Claim, including through alternative dispute resolution if appropriate and to notify the Firm immediately if the Client receives an offer of Settlement, whether orally or in writing, from or on behalf of the Opponent;
- 10.1.12. Not settling the Claim (or any part of it) without the Firm's consent, such consent not to be unreasonably withheld having regard to the Firm's duty to act in the Client's best interests, not entering into any Settlement which does not differentiate between the sum paid as Damages and the sum paid as Recovered Costs unless the Firm agrees, and not agreeing to any apportionment of a Settlement sum between Damages and Recovered Costs unless the Firm agrees;
- 10.1.13. Not entering into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of Damages) without the Firm's agreement;
- 10.1.14. Not entering into any new agreement concerning the Claim that does not acknowledge the enforceability of this CFA and the Firm's rights hereunder;
- 10.1.15. Not creating a charge over the Damages in favour of any other person;
- 10.1.16. Not creating any future interest in the Damages that would have priority over the Firm's interest;
- 10.1.17. Not receiving any payment directly from the Opponent or any other person in respect of Damages or Recovered Costs. All Damages and Recovered Costs must be paid directly into the Firm's client account;
- 10.1.18. Not causing or contributing to a conflict of interest that would prevent the Firm from continuing to act in relation to the Claim; and
- 10.1.19. Going to a court hearing if the Firm requests.
- 10.2. The Firm's responsibilities include:
 - 10.2.1. Always acting in the Client's best interests, subject to the Firm's overriding duties to the court and/or its regulators and/or the Firm's other professional duties;
 - 10.2.2. Explaining to the Client the risks and benefits of taking legal action, including advising the Client of any legal issues, circumstances and reasonably foreseeable risks relevant to the Claim;
 - 10.2.3. Giving the Client the best information reasonably possible about the likely costs of the Claim and the different methods of funding those costs;
 - 10.2.4. Keeping the Client apprised of progress; and
 - 10.2.5. Seeking the Client's instructions as required.

11. Termination

11.1. By the Client

- 11.1.1. The Client is entitled to end this CFA in writing at any time. If the Client does so and the Client:
 - 11.1.1.1. Does not continue with the Claim, the Client agrees immediately to pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date;
 - 11.1.1.2. Continues with the Claim and wins the Claim, the Client will additionally have to pay the Firm the Success Fee.
- 11.1.2. If the Client terminates this CFA and continues with the Claim, the Client agrees to:
 - 11.1.2.1. Where applicable, sign a court form which informs the court that the Firm no longer acts for the Client or to execute any other documents as may be necessary to give effect to removing the Firm from the court record;
 - 11.1.2.2. Keep the Firm regularly informed of the progress of its Claim;
 - 11.1.2.3. Procure that any new solicitors instructed on the Claim shall provide the Firm with regular information upon the Firm's reasonable request as to the progress of the claim and shall respond to any reasonable queries the Firm may raise on a timely basis;
 - 11.1.2.4. Immediately notify the Firm in writing of any monies received in connection to the Claim and shall instruct its new solicitors to hold the Success Fee (where the Client wins the Claim and where such fee is due to the Firm in accordance with the terms of this CFA) on trust for the Firm in a designated client account and to provide confirmation of the same to the Firm;
 - 11.1.2.5. Ensure that, if the Client wins the Claim, payment of the Success Fee to the Firm shall take priority over any other payment obligations the Client may have under any additional funding agreement or conditional fee agreement arising out of the same Claim and that the required amount of Damages and Recovered Costs shall be paid in accordance with clause 5 (Application of Proceeds and Payment Priority).

11.2. By the Firm

- 11.2.1. The Firm is entitled to end this CFA on reasonable notice if:

- 11.2.1.1.** The Client rejects the Firm's advice to accept a reasonable offer from the Opponent or to make a reasonable offer to the Opponent in Settlement of the Claim or to discontinue part of the Claim. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the Success Fee;
- 11.2.1.2.** The Client elects to discontinue the Claim without the Firm's agreement. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. The Client may also be liable to pay the Firm damages for breach of contract;
- 11.2.1.3.** The Client does not meet its responsibilities, breaches its duty of confidentiality as set out under this CFA, provides information that is false, inaccurate, misleading, fraudulent or materially incomplete, materially breaches any of the representations and warranties set out at Schedule 1, or if the Client is otherwise in material breach of any of the terms of this CFA. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. The Client may also be liable to pay the Firm damages for breach of contract. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the Success Fee;
- 11.2.1.4.** The Client becomes bankrupt, insolvent, or subject to winding-up proceedings or liquidation/receivership. In such circumstances, the Firm may elect whether: (i) the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Expenses incurred to the termination date; or (ii) the Client must pay the Firm the Firm's Success Fee if the Client's trustee(s) in bankruptcy or liquidator/receiver proceeds with the Claim and the Client wins the Claim, together with any Expenses that are recovered from the Opponent.
- 11.2.1.5.** The Firm believes that there is no longer a reasonable prospect that the Client will win the Claim or that the likely recovery the Client would achieve is insufficient to justify expenditure of further Firm Fees or Disbursements. In such circumstances, provided the Client has not provided information that is false, inaccurate, misleading, fraudulent or materially incomplete, the Client will not be required to pay any Firm Fees, the Success Fee or Disbursements. If the Firm terminates this CFA in accordance with this clause 11.2.1.5 whilst on the court record as the Client's solicitors in any Proceedings, the Client agrees to sign a court form which informs the court that the Firm no longer acts for the Client or to execute any other documents as may be necessary to give effect to removing the Firm from the court record.
- 11.2.1.6.** Any relevant ATE Insurance policy is terminated by the ATE Insurer on grounds of breach or misconduct by the Client. In such circumstances, the Client must pay the Firm Fees for the work done to the termination date of this CFA, together with Disbursements incurred to the termination date. If the Client proceeds with the Claim and wins the Claim, it must pay the Firm the Success Fee.
- 11.2.2.** The Client's death before the Claim is resolved will bring this CFA to an end. In such circumstances, the Firm will be entitled to recover the Disbursements up to the date of the Client's death from the Client's estate.
- 11.2.3.** If the Firm terminates this CFA in accordance with its terms and withdraws its services, it shall have no duty to find the Client alternative lawyers.
- 11.2.4.** After the CFA ends (for whatever reason) the Firm shall, if applicable, apply to have its name removed from any Proceedings relating to the Claim, unless the Client obtains another form of funding satisfactory to the Firm and instructs the Firm accordingly.

11.3. Cooling-Off Period

- 11.3.1.** Subject to clause 2.3, if the Client has a right to cancel this CFA under Schedule 2 and does so within the 14-day time limit, the Client will pay nothing.

12. Delegated Authority

12.1 By agreeing to these terms of business, you agree to delegate the authority herein described to the Firm on the following terms:

12.1.1 Issuing of court proceedings,

12.1.2 Making and accepting offers of settlement provided, in our opinion, it is in your best interest to do so,

12.1.3 Entering into settlement contracts provided, in our opinion, it is in your best interest to do so.

12.2 The effective date of this delegation is from the date of this letter and shall run until revoked, is no longer serving in the position described in this delegation, or the end of the case, whichever comes first.

13. Confidentiality

- 13.1. It may be necessary for the Firm or the Client to share information about the Claim with the ATE Insurer. Common interest privilege and/or litigation privilege will attach to information shared with the ATE Insurer in relation to the Claim.
- 13.2. The Client agrees not to disclose any information about the Claim to a third party before first discussing it with the Firm.
- 13.3. The existence and terms of this CFA shall be treated by the Client as confidential.

14. Severability

- 14.1. If, for any reason, one or more of the provisions or undertakings of this CFA shall be held to be invalid but would have been held to be valid if part of the wording of the same was deleted or the period or scope of the same reduced then the said provisions or undertakings of this CFA shall apply with such deletion or modification as may be necessary to make them valid and effective.
- 14.2. Without prejudice to the above, the illegality, invalidity or unenforceability of any provision of this CFA under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provisions of this CFA. Each party shall use all reasonable endeavours to replace any illegal, invalid or unenforceable provisions by a legal, valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the illegal, invalid or unenforceable provision.

15. Conflict

- 15.1. If there is any inconsistency between any of the provisions of this CFA and the provisions of the Standard Terms and Conditions of Business, the provisions of this CFA shall prevail.

16. Governing Law and Jurisdiction

- 16.1. This CFA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, existence, formation, validity, termination or enforceability shall be governed by and construed in accordance with the law of England and Wales.
- 16.2. Subject to clause 15.3, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this CFA or its subject matter or formation.
- 16.3. Where there is a dispute between the Firm and the Client as to the apportionment of any amount paid to the Client by way of Settlement between Damages and Recovered Costs, the disputes shall be referred for determination by an independent barrister or experienced costs lawyer to be agreed between the Parties, such barrister or lawyer to be of appropriate seniority and experience having regard to the subject matter, value and complexity of the dispute. The barrister or lawyer shall act as an expert not an arbitrator, and his or her decision shall be binding. The barrister or lawyer shall decide the procedure for resolving the dispute, and who is to be responsible for the costs of the dispute, including his or her own fees. The barrister or lawyer will be appointed by agreement between the parties or, in the absence of any agreement, by the President of the Law Society.
- 16.4. Nothing in this clause 15 is intended to or shall prejudice any rights of the Client under the Solicitors Act 1974 or any right of recourse to the Legal Ombudsman, the Solicitors Regulation Authority or other regulator.

17. Assignment

- 17.1. The Client shall not assign or transfer any of its rights and/or obligations under this CFA without the prior written consent of the Firm.
- 17.2. The Firm shall be entitled (subject to any applicable laws) to assign, transfer, charge or securitise its rights to any Firm Fees or Success Fee under this CFA to a third party or parties upon written notice to the Client, but not so as to affect any of the Client's rights to its detriment. The Client agrees to execute any further documents the Firm requires to make such assignment effective.
- 17.3. The Firm will notify the Client as soon as reasonably possible where any assignment, transfer, charge or securitisation referred to in clause 16.2 above affects any provision of this CFA or if, as a result of such assignment, transfer, charge or securitisation, the Client should consider all references to the Firm in this CFA as references to the relevant assignee.
- 17.4. This CFA shall be binding upon and endure to the benefit of the successors in title and assigns of the Firm.
- 17.5. Notice given to the Client pursuant to this clause 16 shall be sent by email to the email address the Client provides at the outset of the Claim.

18. Warranty of Authority

18.1. Any person who signs this CFA on behalf of the Client hereby warrants that they are duly authorised to do so and that their signature legally binds the Client.

18.2. Each party warrants and represents to each other party that the signatories to this CFA are duly authorised by the respective party on whose behalf they sign to sign the CFA and bind the respective party to the terms of this CFA.

19. Third-Party Rights

19.1. No person who is not a party to this CFA has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CFA but this does not affect any rights or remedy of a third party which exists or is available other than under the Act, nor does it affect the rights of any successors or assigns of the Firm.

Schedule 1 (Representations and Warranties)

The Firm's decision to enter into the terms of this CFA is based in part on the representations and warranties the Client has made in this Schedule 1.

The Client agrees to inform the Firm promptly if any of these statements is no longer true and accurate.

In addition to the representations and warranties set out at clause 17, the Client hereby warrants and represents that:

1. All factual information howsoever delivered by the Client to the Firm prior to the date of the Client signing the CFA was true and accurate in all material respects as at the date of the relevant report or document containing the information and remains true and accurate at the date of the Client signing the CFA.
2. No legal proceeding or other procedure or step in relation to the subject matter of the Claim has previously been advanced by or on behalf of the Client.
3. No information has been withheld or concealed by the Client or, to the best of the Client's knowledge, by its affiliates or any advisors that, if disclosed, would have the effect of causing the information, opinions, intentions, forecasts or projections previously provided by the Firm being untrue or misleading in any material respect or which, if disclosed, might reasonably have been expected to affect the Firm's decision to enter into the terms of this CFA.
4. All documents in the Client's possession or control relevant to the Claim have been and will be safeguarded and preserved by the Client (in both electronic and hard-copy form) and will be supplied to the Firm (including but not limited to letters, documents and emails, third-party reports and records, and statutory filings).
5. There are no facts or situations that have not been disclosed to the Firm which might reasonably be expected in any material respect to adversely affect the conduct, progress or continuation of the Proceedings, the Client's prospects of successfully enforcing any judgment in the Proceedings, or the prospects that the Client wins the Claim.
6. Other than this CFA, there are no other agreements or understandings, whether in oral or written form, between the Client and any other person in respect of the Claim, Proceedings or Damages (including any agreement or understanding relating to the sharing of any Damages or any charge over any Damages).
7. The obligations assumed by the Client under this CFA are legal, valid, binding and enforceable obligations, subject only to applicable bankruptcy or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity.
8. The entry into and performance by the Client of this CFA does not and will not conflict in any respect with, or result in a breach or violation of:
 - 8.1. any law or regulation applicable to the Client; and
 - 8.2. any agreement or instrument binding upon the Client or any of its assets;
9. No consent, approval, authorisation, filing with or order of any court or governmental agency or body is required to enable the Client lawfully to enter into, exercise its rights and comply with its obligations in this CFA.
10. No legal proceeding or other procedure or step has been taken or, to the Client's knowledge (having made all reasonable enquiries), threatened, by or in relation to the Client on the basis that the Client is unable to pay its debts.
11. No legal proceeding or other procedure or step has been taken leading to a conviction against the Client in relation to the Client having committed fraud.

Schedule 2 (Cancellation Notice)

Subject to clause 2.5 of the CFA, the Client has the right to cancel this CFA without giving any reason within a period of 14 days from the date of signing the CFA.

To exercise the right to cancel, the Client must inform the Firm of its decision to cancel by a clear statement (e.g. a letter sent by post or e-mail). The Client may use the template cancellation form below if it wishes to but it does not have to.

To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning its exercise of the right to cancel before the cancellation period has expired.

The Client can cancel by:

Post to: Veritas Solicitors LLP, Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY.

Email to: cancellationrequest@veritassolicitors.co.uk

If the Client cancels this CFA, the Firm will reimburse to the Client any payments received from the Client within 14 days, using the same means of payment as the Client used, and without charging any fee (although it is extremely unlikely that the Client will have made any such payments).

Where the Client requested the Firm to begin the performance of services during the cancellation period, the Client shall pay the Firm an amount which is in proportion to what has been performed until the Client has communicated its cancellation to the Firm.

Cancellation Notice

If the Client wishes to cancel the CFA it may use this form, but it does not have to.

To: Veritas Solicitors LLP, Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY

OR info@veritassolicitors.co.uk

I hereby give notice that I wish to cancel my CFA with Veritas Solicitors enclosed with Veritas Solicitors 's letter dated {today}.

Client Name: _____

Client Address: _____

Signed by Client: _____

Date: _____

FORM OF AUTHORITY

I authorise Veritas Solicitors LLP with registered office at Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY to act on my behalf.

I give Veritas Solicitors LLP full authority to refer my claim to my opponent including, but not limited to, the Financial Ombudsman Service (FOS), and/or the Financial Services Compensation Scheme (FSCS).

I agree and accept that upon signing this Form of Authority, Veritas Solicitors LLP may 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 my opponent, or related parties, to provide a copy of all personal data relating to me.

The authority also gives my opponent and/or the FOS/FSCS permission to communicate with Veritas Solicitors LLP and to share information with Veritas Solicitors LLP about my case.

I further authorise any payment to be made directly to Veritas Solicitors LLP.

This authority started from the date I signed and does not end until I withdraw my instructions from Veritas Solicitors LLP. This authority overrides any earlier authority I may have provided.

I have signed this electronically and understand I am bound as if I had signed it by hand.

CLAIMANT'S PERSONAL DETAILS

Our Reference Number: {reference}

Client First Name:

{Client First Name}

Surname:

{Client Surname}

Maiden Name or Any Other Previous Name:

{Maiden Name}

Current Address:

{Client Address Line 1}
{Client Address Line 2}
{Client Address Line 3}
{Client Postcode}

Date of Birth:

{Date of Birth}

Claimant's Signature:

\$(signature)

Date:

{today}

IP Address:

{IPAddress}

CLAIMANT ASSIGNMENT

This Assignment is made by Deed on {today}

If you sign this document, you are transferring rights in your claim to Veritas Solicitors LLP. This transfer will allow your solicitor to borrow monies which can be used to fund your claim, repay costs or disbursements (own account or 3rd party) incurred in connection with your claim, or to obtain funding against costs. It is important that you understand that any sums borrowed for your claim could be deducted from any damages you receive. If you are not clear about this or do not wish to allow this, you must seek independent legal advice.

Between:

- (1) {Client First Name} {Client Surname} of {Client Address Line 1}, {Client Address Line 2}, {Client Address Line 3}, {Client Postcode} ("Assignor"); and
- (2) **Veritas Solicitors LLP** incorporated and registered in England and Wales with company number OC332899 whose registered office is at Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY ("**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 tenancy deposit claim ("**the Claim**").
- (B) The Assignor has agreed to provide assignments and consents to the Assignee in respect of the Claim.
- (C) The Assignor has agreed to assign to the Assignee the right to the proceeds of the Claim that the Assignor is entitled to ("**the Claim Proceeds**"), the insurance policy ("**the Policy**") and the right to receive the costs under any bill of costs in respect of the Claim (the "**Bill of Costs**").

Assignment

1. In consideration of the payment of £1 (receipt of which is hereby acknowledged), 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 and any Bill of Costs.
2. The Assignee undertakes to hold the Claim Proceeds and any Bill of Costs on the following basis:
 - a. As security for the repayment of the funding provided to the Assignee in relation to the Claim ("**the Costs**") (such funds may be deductible from the Claim Proceeds and/or Bill of Costs without reference to the Assignor); and
 - b. For any balance on trust on behalf of the Assignor until such time as the Costs have been paid by the Assignee to its lender at which time the balance of the Claim Proceeds and/or Bill of Costs shall be released from the terms of this Assignment and shall be assigned back to the Assignor for £1, subject to the terms of the retainer in place between the Assignor and the Assignee.
3. The Assignee shall reassign the Policy and any rights, title, benefits and interest in the Claim Proceeds and/or Bill of Costs on the repayment of all the Costs at such time that no further Costs may arise and for the payment of £1.

Consent to Transfer

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

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.

Governing Law

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

Third Party Rights

IQuote Limited (Company registration number: 09951899) and, where applicable, appointed third party (details of the appointed third party will be communicated to the Assignor within a reasonable time, having due regard for all

the circumstances) shall be entitled to enforce any rights assigned to it by the Assignee and to arrange the transfer of the Claim file to another firm of solicitors under clause 3, if all applicable third parties are in agreement. No change to this Assignment may be made without the agreement of IQuote Limited and where applicable appointed third party. Subject to the rights of IQuote Limited and appointed third party the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Signature

Client Name:

Client Signature:

Date:

IP Address:

Solicitor Signature:

Date:

TERMS AND CONDITIONS OF BUSINESS

1. INTRODUCTION

It is very important that you are fully informed about how your matter will be handled. This document sets out the firm's Terms and Conditions of Business. Please read the entire document carefully, together with the client care letter, Damages Based Agreement and Conditional Fee Agreement.

Our contract is governed by the firm's standard Conditional Fee Agreement (CFA) and the terms and conditions detailed within the succeeding pages of these documents. It is therefore very important you carefully consider this document and CFA before signing any agreement.

Our complete terms of business are detailed within the aforementioned documents, and the same will provide you with essential information which outlines how we intend to deal with your case from inception to conclusion. Please therefore keep these safe for your future reference, as together they set out the terms under which the firm and your case handler shall be acting for you.

Our aim is to ensure that the services provided to you are of a high quality and that our fees are fair and reasonable. Your right to challenge our fees will be set out in any bill of costs we deliver.

The contract to act is bound by the Conditional Fee Agreement (CFA). The covering letter, the CFA and these terms of business, and any written amendments that we agree with you shall form the contract between us. Please note, this contract will be enforceable:

- When you confirm the provisions of the covering letter, the Damages Based Agreement, the Conditional Fee Agreement, and these terms of business are irrefutably agreed by you by returning the Damages Based Agreement and Conditional Fee Agreement, endorsed with your signature; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received the document pack and you have raised no objections to the terms and conditions therein.

2. THE RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire once 14 days from the date of signing the Conditional Fee Agreement (CFA) has elapsed.

In order to exercise your right to cancel, you must inform us of your decision to cancel this contract by providing a clear statement (e.g., a letter sent by post, fax or email). You can use the Cancellation Notice provided, but it is not obligatory. Our contact details, to inform us of your decision to cancel, are:

Veritas Solicitors LLP
Cardinal House
20 St Mary's Parsonage
Parsonage Gardens
Manchester
M3 2LY

T: 0161 974 3320
E: cancellationrequest@veritassolicitors.co.uk

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you unless you asked us to start work during the cancellation period (see below 'Asking us to start work during the cancellation period'). We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract 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.

Asking us to Start Work During the Cancellation Period

We will not start work during the cancellation period unless you expressly request us to do so. In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full coverage of the contract. You will, however, lose the right to cancel and will have to pay in full once the contract had been fully performed (i.e. we complete the work) even if this happens within the cancellation period.

Although we do not automatically commence work on your matter until the cancellation period has expired, we would advise that it is always beneficial to submit your claim as quickly as possible, and for that reason, you are able to indicate your agreement to us beginning work on your case as soon as we receive your signed paperwork by completing the relevant request at the end of these terms and conditions.

3. COSTS

Our Base Costs

Please note that the starting point on costs is that our contract is with you, and you are therefore responsible for our costs. However, if we win your case, we will be able to claim some of these costs back from the defendant's insurers on top of whatever compensation you are paid. Further details of the contract are set out below.

The costs that we charge depend on several factors, mainly the person dealing with your case, the type of case we are dealing with, and the amount of time spent on your case. The hourly charging rate for your case is set out in the terms of the CFA. Time spent on your matter shall include meetings with you and perhaps others, any time spent considering, preparing, and working on papers, attending court hearings, drafting, and replying to correspondence, and making and receiving telephone calls.

However, in some cases the amount of costs we are paid by the defendant's insurers can be calculated according to set formulas set down by the court, and can either be a fixed fee, or a fee which increases relative to the amount of compensation we recover for you. For Example: A typical personal injury case which settles without us needing to issue formal court proceedings, our base costs estimate would be a maximum of £7,000 in most cases. This figure increases if court proceedings are required, when our estimate would be in the region of £15,000 due to the additional work required in preparing your case for a final hearing. These figures are subject to VAT at the prevailing rate and any payments made to third parties to progress your claim.

Conditional Fee Agreement (CFA)

The Conditional Fee Agreement is a contract between us and you from the point of initiating proceedings. Fundamentally this means, by acting under a CFA we say that, rather than you pay our costs as we go along throughout your case, for example on a monthly basis, instead we will take the risk for you so that if you win your case we will claim whatever base costs we can from the defendant's insurer, but if you lose your case, we agree to write off our base costs and VAT.

In order to continue to act under the CFA we require your co-operation in pursuing your claim, and the CFA reserves the right for us to present you with our bill if you fail to cooperate, or in other limited circumstances such as where the claim is fraudulent, i.e. if your conduct puts us in a position where we do not have the chance to win your case and reclaim our costs from the defendant's insurers, we will look to you to pay them. Any breach of the CFA will further permit us to immediately suspend the performance of any work on your matter, and if court proceedings have been issued, to apply to court to be removed from the court record in relation to your active matter.

The Success Fee

The success fee is an "uplift" on our base costs which in effect acts as a "reward" for us winning your case. It is not recoverable from the defendant's insurers and is not payable if you lose your case. However, if you win your case, you agree to pay us a Success Fee.

The Success Fee is capped at a maximum of 35% of your damages less the Insurance Policy premium, including past financial losses, and cannot consider any future losses which we recover for you.

The Success fee becomes payable upon the successful conclusion of your claim, and you agree that we may deduct this from any damages recovered for you prior to us sending you out the balance of damages paid. For example, if you recover £4,000 for your claim, the most we could charge you for the Success Fee under the Conditional Fee Agreement in any circumstances would be £1400.00 less the Insurance policy premium.

Disbursements

Payments we make on your behalf to third parties to progress your claim are known as disbursements, and include such payments (but not limited to) as court fees, medical expert fees, barrister's fees, etc. These disbursements are covered by the CFA and the Insurance Policy taken out at the outset of your Claim would remain payable should you lose your case. However, the Firm will indemnify you for the Expenses, which will be covered by an Insurance Policy taken out by the Firm, and you are not liable to pay any shortfall in the Expenses recovered under the Insurance Policy.

The Defendant's Costs

If you win your case, then under normal circumstances you would not have to pay any of the defendant's legal costs. However, if the defendant makes a certain type of offer, known as a Part 36 offer, and you decide to reject this offer and proceed to a final hearing and fail to obtain a better figure, then the defendant is entitled to ask the court for an order that you pay their costs from the time of the offer subject to a cap of the amount of your compensation award. Additionally, if your claim is found to be fundamentally dishonest, exaggerated, or fraudulent, the defendant can also ask the court to order you to pay their legal costs for the whole of the case.

Costs Protection

When considering the costs risks at sections "The Success Fee" and "Disbursements" above, you may wish to consider protecting yourself against any possible risk of paying costs, and there are several ways to protect you from any risk of having to pay these costs which are outlined below:

Legal Expenses Insurance (LEI)

You may have a legal expense insurance (LEI) policy in place already which may cover you for any adverse costs, and in order that we can confirm this, we would be grateful if you could forward to us any insurance policy documents that may have this type of cover attached. This would normally be such things as motor insurance, household insurance, etc. You may also have some legal insurance attached to your bank account. Please note that you may be entitled to use the policy held in somebody else's name, in particular other family members, or where you were the passenger in a car, you may be covered by the driver's LEI policy. Please therefore obtain copies of any policies that may be relevant so that we can examine these and make relevant enquiries for you. Similarly, you may be covered by 3rd parties, such as your employer, trade unions, etc., and again, please provide these details for our consideration. It is important to note that if investigations are not made at this stage, it can cause significant problems later in your case.

After the Event Insurance (ATE)

If you do not have a qualifying LEI policy available, we will take out a separate policy of insurance to cover you for any adverse costs, known as After the Event (ATE) insurance. Such insurance cannot be arranged until we have sufficient information to assess the merits of your case and ensured there are no other alternative funding possibilities as outlined above.

There is no financial outlay required to take out such a policy at this stage. We believe that such insurance is advisable to cover you in case of the small risk of you failing to beat an offer which is made and rejected.

We are required to advise that we have no financial interest in recommending an insurance product. We are paid no commission and the policy will not cover our costs if the case is unsuccessful.

Payment of Costs by Third Parties

When you engage us to undertake work, you are the person responsible for the payment of our fees. When a third party is liable to pay or contribute towards your legal costs it is your right against the third party. You are liable to pay our fees whether or not the third party pays you. If it is part of our instructions from you, we will do what is reasonably practicable to recover payment from the third party on your behalf. Additional work of enforcement falls outside any estimate of costs provided to you.

Costs Summary

If your case is successful, you will pay our success fee, our professional fees for acting on Your Claim (Firm Fees) and any Disbursements we have paid on your behalf in connection with Your Claim and the ATE insurance premium.

If your claim is unsuccessful and an ATE Insurance policy was taken out on your behalf, the disbursements incurred on your case would be recoverable under the insurance policy taken out on your behalf at the outset of your Claim. You are not liable to pay any shortfall in the Expenses recovered under the Insurance Policy.

However, if your claim is unsuccessful and no ATE Insurance policy taken out at your request, you would have to pay all disbursements which we have incurred on your behalf, plus the defendant's legal costs in certain circumstances, as outlined above.

4. BUSINESS HOURS

Our normal business hours are from 9.00am to 5.00pm Monday to Friday, although there are often staff available to deal with your queries for a period either side of those hours. The firm does not currently operate an "out of hours" telephone service. Where messages can be taken they will be directed to your file handler upon their return to the office.

5. SERVICE STANDARDS AND RESPONSIBILITIES

Our Responsibilities

- a) We will confirm to you in writing your instructions and our advice about what steps should be taken and explain to you the issues involved;
- b) We will keep you regularly informed of progress;
- c) We will communicate in plain language;
- d) We will explain the legal work which is required;
- e) We will regularly advise you of the costs, risks, and benefits of pursuing your matter;
- f) We will advise you of the likely time scale involved;
- g) We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- h) We will take any telephone calls if at all possible, but where it is not possible to do so we will endeavour to return your call within 1 working day;
- i) We will reply to any written correspondence within 1 week and provide a written update on your case within 1 week of a request being made;
- j) We will constantly monitor your mental capacity and any vulnerabilities with a view to ensuring that your ability to provide clear and relevant instructions is not impaired;
- k) We will stop acting for you if we believe, for whatever reason, we cannot act in your best interests;
- l) We will stop acting for you if you propose to make a gift of significant value to a member of the firm's staff;
- m) We will stop acting for you in the event of a conflict:
 - i. If our own interests conflict with yours;
 - ii. If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
 - iii. If any instructions which you give us conflict with our professional duties or obligations as solicitors.

Your Responsibilities

- a) To inform us immediately of any communication you receive directly from anybody involved in your case. Please do not communicate directly as this could seriously prejudice your case;
- b) To provide us with clear, timely and accurate instructions;
- c) To respond to any request for information as quickly as possible;
- d) To provide all documentation required to complete the case in a timely manner;
- e) To safeguard any documents that are likely to be required for discovery;
- f) To notify us immediately of any change of address or telephone number;
- g) To notify us if you are going to be unable to give your instructions for a period of more than a few days, e.g. because you are away on holiday etc.
- h) To cooperate with us and provide us with instructions that allow us to do our work properly;

- i) Not to ask us to work in an improper or unreasonable way;
- j) Not to deliberately mislead us, or anyone acting on our behalf (including any expert instructed by us);
- k) Not to exaggerate the claim;
- l) To attend any expert examination, court hearing, or reasonable appointment that we have asked you to attend;
- m) To immediately pay any moneys which have been reasonably and properly requested from you.
- n) To refrain from engaging in any conduct that may impede or impair the handling of your claim.
- o) To promptly inform us of any change in circumstances that could materially affect your claim.

In addition to the above, it is essential that you co-operate with your case handler in a prompt manner. Since changes to procedural rules in April 2013 and in particular since a Court of Appeal decision in November 2013 the courts are applying much stricter case management upon all litigants whether Claimants or Defendants. Time limits must now be complied with and relief from sanctions will not be granted. All clients must therefore be aware that if they fail to provide instructions, funds on account or documents which prevent us from complying with time limits then it is possible that their case may be struck out by the court. That will mean the case is at an end and it is likely that the other side's costs will have to be paid.

6. TERMINATING THE RETAINER

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you. Whilst the following list is not exhaustive, the following are examples of why we may terminate the retainer.

- a) If we believe we are unable to act in your best interests;
- b) If we believe the solicitor / client relationship has indisputably broken down;
- c) If we believe there is a conflict of interests, in that:
 - (1) Our own interests conflict with yours;
 - (2) A conflict arises between you and another of our clients; or
 - (3) The instructions you provide conflict with our professional duties or obligations as solicitors;
- d) If we believe your case is exaggerated or fraudulent and that assertion is evidenced by appropriate documentation;
- e) If we believe you have intentionally misled us or an expert instructed by us;
- f) If we believe you are failing to provide us with clear, timely, and accurate instructions;
- g) If we believe you are failing to consistently reply to correspondence in a timely manner;
- h) If we believe you are withholding information and documentation relevant to the progression of your case;
- i) If we believe your failure to co-operate has had a detrimental effect on the prospects of success in your case;
- j) If we are required by law to cease working for you;
- k) If in our view the prospects of success do not merit us continuing to act for you in a manner which seriously conflicts with our advice or our responsibilities to a Court or to our Regulators;
- l) If we believe you intend to make a gift of significant value to a member of the firm staff;
- m) If you are unable to provide any of the forms of identification specified at paragraph 17 below;

In the event we do cease acting for you, we would recommend that you seek independent legal advice as quickly as possible. This will help you establish the likelihood of another firm taking over conduct of your case. If you require an explanation of your possible options upon the termination of the retainer, we will be happy to provide you with advice on the same upon request.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on [an hourly basis plus expenses/by proportion of the agreed fee] as set out in these terms and conditions. Our invoices are payable in full upon receipt. If any of our invoices are not paid within 28 days of their delivery to you, we may charge you interest on a daily basis on the outstanding amounts.

Upon terminating the retainer, we reserve the right to:

- a) Suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice;
- b) Apply to Court to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days' written notice; and

- c) Retain the file of papers relating to your matter to include all documents as well as correspondence until outstanding fees have been paid in full. This right is known as a "lien".

7. DELEGATED AUTHORITY

By agreeing to these terms of business, you agree to delegate the authority herein described to us on the following terms:

- a) Issuing of court proceedings.
- b) Making and accepting offers of settlement provided, in our opinion, it is in your best interest to do so.
- c) Entering into settlement contracts provided, in our opinion, it is in your best interest to do so.

The effective date of this delegation is from the signed date of this documentation and shall run until revoked, is no longer serving in the position described in this delegation, or the end of the case, whichever comes first.

8. COMPLAINTS

Complaints Regarding Our Fees

a) Conditional Fee Agreement (CFA)

We have to invoice you for the full amount of our fees, even though the reality is that most of our fees will be paid by the defendant. Our invoices contain a brief summary of the work we have undertaken for you and the disbursements that have been paid out on your behalf. A more detailed description can be provided if needed. If you are not satisfied with the amount of our fees, you may have them reviewed by applying to the court for a detailed assessment of our bill. Alternatively, you can address your complaint to the Legal Ombudsman.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's might ask you to pay part or all of what you owe upfront. You must apply to the court before asking for a detailed assessment. Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill
- a judgment has been obtained for the recovery of the costs covered by the bill
- the bill has been paid, even if this is within 12 months

Complaints About How We Deal With You/Your Case

We are committed to high quality legal advice and client care. It is important for us to be made aware of any concerns you may have. We're aware that from time-to-time things may go wrong, so we welcome the opportunity to put things right and to come to a mutually agreed resolve.

If you are unhappy about any aspect of the service you have received or conduct of any employee of the firm, contact our compliance department in the first instance by email at compliance@veritassolicitors.co.uk or by post to Veritas Solicitors LLP, Cardinal House, 20 St Mary's Parsonage, Manchester M3 2LY.

We will always endeavour to resolve any complaint informally. However, we have a formal written complaints procedure which will be sent to you once we acknowledge your complaint. We will normally respond to a written complaint, or a request to provide a written response to an oral complaint within 21 days of the complaint or request being received, however, this may take longer, and we are permitted to 8 weeks from receipt of your complaint to issue our final response.

If you are not satisfied with our final response and / or the handling of your complaint you have the right to escalate the complaint to the legal ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ. Alternatively, you can contact them by phone on 0300 555 0333, by email at enquiries@legalombudsman.org.uk, or on the web at www.legalombudsman.org.uk.

You have six months from the date of our final response letter to bring the complaint to the Legal Ombudsman or One year from the date of the act or omission being complained about; or one year from the date when the complaint should have realised that there was cause for complaint.

9. RESPONSIBILITY FOR WORK

Your claim will be dealt with by our specialist team who will have the day-to-day control of the matter and to whom you should address all correspondence. Your case will be supervised by one of our qualified solicitors. We will endeavour to have the same person deal with your claim throughout wherever possible. From time to time it may also be necessary to delegate some of the work on your case to another person within the firm, who will of course have proper supervision.

10. PROFESSIONAL INDEMNITY INSURANCE

The firm holds professional indemnity insurance cover with Pen Underwriting, in the territory of England & Wales, which meets or exceeds the minimum requirements of the Solicitors Regulation Authority.

We will not be liable for any consequential, special, indirect, or exemplary damages, costs or losses, or any damages, costs, or losses attributable to lost profit or opportunity. We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence. Please ask if you would like us to explain any of the terms above.

11. THIRD PARTY RIGHTS

We may only accept instructions from our clients. In order for the firm to accept instructions on your matter from a third party, we shall require you to provide written authority confirming the same. In the absence of such an authority, we are not obligated to correspond with another party regarding the progression of your matter.

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply. Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to).

12. CONFLICTS OF INTERESTS

Solicitors must endeavour to avoid situations of conflict and ensure that a client's interests are not compromised. We will advise you if we become aware that an issue of conflict exists. If you should be concerned about such an issue, then please immediately refer your concern to your case handler. We assure you that we will always act independently and in your best interests as our client. Money Laundering Regulations can also give rise to matters of conflict and lead to us being unable to continue acting in some exceptional circumstances.

13. REGULATORY STATUS

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our unique SRA number is 472036. The Solicitors Code of Conduct applies to us, as do other professional rules. For more information and a copy of the code, please visit the SRA website at www.sra.org.uk

14. STATUS DISCLOSURE

Investment Advice Services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Consumer Credit Services

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Insurance Mediation Activity

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, 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 authorised and 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 of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

15. CONFIDENTIALITY AND DATA

Generally speaking, all information supplied to us by you shall be treated as confidential at all times, unless we are required to disclose and/or discuss your information upon your instructions (implicit or actual), by an Order of the Court, under current legislation, updated legal and/or regulatory compliance or by way of any other statutory exceptions.

The General Data Protection Regulation (GDPR) is a new, Europe-wide law that replaces the Data Protection Act 1998 in the UK and supersedes the UK Data Protection Act 1998 (DPA 1998). It is part of the wider package of reform to the data protection landscape that includes the Data Protection Act 2018 (DPA 2018).

Veritas Solicitors LLP have a Data Protection and UK GDPR **Data Policy** and a **Privacy Statement** for all our clients. This policy explains when and why we collect personal information about our clients, how we use it, the conditions under which we may disclose it to others and how we keep your information secure. For the purpose of the UK General Data Protection Regulation (UK GDPR) (Regulation (EU) 2016/679), the data controller is Veritas Solicitors LLP

We are committed to UK GDPR compliance, and we are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified; you can be assured that it will only be used in accordance with this privacy policy. Any changes we may make to our privacy policy in the future will be posted on our website and, where appropriate, notified to you by e-mail / letter. By using our website, you're agreeing to be bound by this Policy. Any questions regarding this policy and our privacy practices should be sent by email to: compliance@veritassolicitors.co.uk or alternatively, you can telephone 0161 974 3320

How do we collect information from you?

We may obtain information about you when you use our website, for example, when you contact us about our services. By providing any personal information, the User consents to the collection and use of the data in accordance with this Privacy Policy. Veritas Solicitors LLP will provide you with privacy information at the time we obtain your data. When we obtain personal data from a source other than the individual it relates to, we will provide the individual with privacy information within 1 month; unless we communicate with the individual, at the latest, when the first communication takes place; or, if we envisage disclosure to someone else, at the latest, when we disclose the data. We actively provide privacy information on our website and make clients aware of it and the way to access it.

The personal information provided by the User may be retained by Veritas Solicitors LLP to keep track of the User's access to the website, to create a profile of the User to better serve it or to contact the User either electronically or otherwise. Veritas Solicitors LLP does not intend to retain User's personal information longer than is necessary for the purpose for which it was collected.

What type of information is collected from you?

The personal information we collect might include your name, address, contact details and in relation to website use your IP address, including sensitive personal data and information regarding what pages are accessed and when. If you contact us, we keep a record of that correspondence saved within our case management system. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them. Details of your visits to our website including, but not limited to, location data, communication data, and the resources that you access. We may be required to take up references, credit checks and other lawful checks.

Where we store your personal data and how long for?

The data that we collect from you is stored securely and may be transferred to, payroll companies and other relevant third-party companies and your information might be stored at, a destination outside the European Economic Area ("EEA"), only after informing you and obtaining your approval by email or by phone. When we pass your details on to a third party after obtaining your approval, the third party is responsible for obtaining your permission to process this data and to make you aware of the data they hold on you. The consent you have given us to share your data with a third party **does not** pass on to third parties (i.e. they cannot process your information without your consent which means they need to inform you what they have on you regardless of Veritas Solicitors LLP having received permission to share this data with a third party).

By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. We will use strict procedures and security features to try to prevent unauthorised access. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

We will not use data longer than is necessary. Any copies of documentation we have of yours with expiry dates (passports, medical and safety certificates) will be disposed of from our Customer Relationship Management (CRM) system. We will keep your personal details on our system until either 6 years has elapsed from the date your claim completes, after which we will purge your data from our CRM system(s) and / or until you request us to remove this data as part of your data rights. However, Veritas Solicitors LLP has an obligation to first check whether there is a regulatory reason why we need to keep this data, the regulatory reason would outweigh the rights of the individual under UK GDPR.

Uses of the Information

We will use your information and the subsequent information we collect about you in the following ways:

- To provide services to you and to facilitate the legal process in general
- To assess your suitability for progression of legal cases.
- To ensure that content from our website is presented in the most effective manner for you and for your computer.
- To contact and provide you with information and services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

Your rights

As per the UK General Data Protection Regulation the user (data subject) is entitled to the following:

1. The Right to be informed
 2. The right of access
 3. The right to rectification
 4. The right to erasure
 5. The right to restrict processing
 6. The right to data portability
 7. The right to Object
 8. Rights in relation to automated decision making and profiling
-
1. *Right to be informed*

Individuals have the right to be informed about the collection and use of their personal data. This is a key transparency requirement under the UK GDPR and is formed as part of our Privacy Policy and the terms and conditions as outlined within this document.

2. *Right to Access*

The right of access, commonly referred to as subject access Request or SAR for short, gives individuals the right to obtain a copy of their personal data, as well as other supplementary information held. It helps individuals to understand how and why we are using their data, and check we are doing it lawfully.

Requests for data can be made verbally or in writing, including on social media. A request is valid as long as it is clear that the individual is asking for their own personal data. An individual may ask a third party (e.g. a relative, friend or solicitor) to make a SAR on their behalf. However, we must be satisfied that the third party making the request is entitled to act on behalf of the individual. It is the third party's responsibility to provide evidence of their authority.

3. *Right to Rectification*

Individuals have the right to have inaccurate personal data rectified. An individual may also be able to have incomplete personal data completed – although this will depend on the purposes for the processing. This may involve providing a supplementary statement to the incomplete data.

4. *Right to Erasure*

Individuals have the right to have personal data erased. This is also known as the 'right to be forgotten'.

The right only applies to data held at the time the request is received. It does not apply to data that may be created in the future. The right is not absolute and only applies in certain circumstances.

The right to erasure does not apply if processing is necessary for one of the following reasons:

- to exercise the right of freedom of expression and information;
- to comply with a legal obligation;
- for the performance of a task carried out in the public interest or in the exercise of official authority;
- for archiving purposes in the public interest, scientific research, historical research, or statistical purposes where erasure is likely to render impossible or seriously impair the achievement of that processing; or
- for the establishment, exercise, or defence of legal claims.

If we are required by law to process individuals' personal data, then the right to erasure will not apply.

Note: Veritas Solicitors LLP will therefore check whether there is a regulatory reason why we need to keep this data, the regulatory reason would outweigh the rights of the individual under UK GDPR.

5. *Right to restrict processing*

Individuals have the right to restrict the processing of their personal data in certain circumstances. This means that an individual can limit the way that we use their data. This is an alternative to requesting the erasure data.

Individuals have the right to restrict the processing of their personal data where they have a particular reason for wanting the restriction.

6. *Right for data portability*

The right to data portability gives individuals the right to receive personal data they have provided to us in a structured, commonly used and machine-readable format. It also gives the individual the right to request that we transmit this data directly to another controller.

7. *Right to Object*

Individuals have the right to object to the processing of their personal data at any time. This effectively allows individuals to stop or prevent us from processing their personal data.

An objection may be in relation to all of the personal data we hold about an individual or only to certain information. It may also only relate to a particular purpose we are processing the data for.

8. *Rights in relation to automated decision making and profiling.*

Automated individual decision-making is a decision made by automated means without any human involvement.

Examples of this include:

1. an online decision to award a loan; and
2. a recruitment aptitude test which uses pre-programmed algorithms and criteria.

Data Transfers Outside the UK (United Kingdom)

Data we collect from you may be stored and processed in and transferred to countries outside of the United Kingdom). For example, this could occur if one of our clients and/or other parties involved in the placement process is situated in a country outside the UK. These countries may not have data protection laws equivalent to those in force in the UK. However, if data is transferred in this way, we will ensure your privacy rights are protected as outlined in this privacy policy and in line with UK General Data Protection Regulation (GDPR) requirements (where relevant). You expressly agree to such transfers of data. Essentially, the information and documentation you provide us is confidential and subject to legal professional privilege, unless we must make a disclosure as specified elsewhere in this document.

How we use your personal information?

We use the information you provide primarily for the provision of legal services to you and other related purposes, including analysis to help us manage our practice and for updating and enhancing client records. Our use of such information is subject to your instructions, the UK GDPR principles, and our duty of confidentiality. We may also use your data for the following specific reasons:

- a) Updating and enhancing client records;
- b) To provide you with our products and services;
- c) To process any payments from you;
- d) To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- e) For our own internal purposes in connection with risk management matters and resolving disputes;
- f) For legal and regulatory compliance;
- g) For producing statistics and other information relating to our business, providing this shall not identify you personally.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

It may be necessary for the successful and efficient conclusion of your matter for us to occasionally disclose your personal information that you have provided us to third parties; for example, to expert witnesses or other professional advisors. Our firm may be subject to audit or quality checks from time to time by outside organisations and your information may also be passed to Authorities in the event of any disclosures. Your acceptance of these Terms shall be treated as appropriate authority for us to pass on such details unless we hear to the contrary in writing beforehand. All external organisations are required to maintain confidentiality in relation to any personal data we share with them.

Third party service providers who act as data processors on our behalf may include the following, however, this is not an exhaustive list:

Third Party Service Provider Type	Service Provided
Agent Law Firm	Sometimes we may not be able to continue with your claim and may have to appoint another firm to act as our agent. In such circumstances they are required to access the data on our case management system.

After The Event Insurance Provider	Providers of an alternative insurance cover should you not have any legal expense Insurance. In such circumstances they will be provided with your information.
Chartered Accountants	Provide us with payroll and company accounts access the data
Sign up Agency	Agents instructed to assist clients with the legal paperwork related to their claims.
Disbursement Funders & External Compliance Auditors	Provide funding for clients claims.
Identity Search/ Identity verification/ fraud prevention software provider	An online fraud prevention provider.
Introducer of claims	An insurer/ Claims Management Company who with client's consent have introduced the client to Veritas Solicitors LLP to assist in their claim.
IT Services Provider	Technical support to Veritas Solicitors LLP and at times are required to access our systems to provide maintenance, upgrade, and support services.
Legal Costs Firm	Legal Costs Experts maybe instructed to recover the client's entitled costs from the defendants. Meaning the client's file of papers will be provided by Veritas Solicitors LLP.
Medical Agencies	If the Client is pursuing a personal injury/ Clinical Negligence claim and their consent is given, the medical agency will be instructed to arrange a medical examination for the client.
Provider of Case Management System	Technical support to Veritas Solicitors LLP and at times are required to access our systems to provide maintenance, upgrade, and support services.
Rehabilitation Agencies	Should an instructed medical expert(s) advise that a client undergo a course of rehabilitation, the agency will be instructed to arrange an appointment for the client.
Sales and marketing agency providing consented claim leads	Advertising agents are instructed to promote Veritas Solicitors LLP and through these adverts clients make contact and provide consent for contact to be made to discuss the pursuing of a claim.

All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money laundering, and the proceeds of crime. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

We encourage communications by way of email and therefore we shall correspond with you by such means where you are happy for us to do so. However, please note communications by email can be unsecure and emails may contain viruses. Our email is not encrypted. Whilst the firm uses anti-virus software for all email communications, we cannot be held responsible for any potential risks that may arise from any emails that we send, which may contain viruses, and which shall also include any circumstances where emails have been misdirected or not received by you. Rest assured Veritas Solicitors LLP will do all we can to ensure we do not fall victim to a cyber-attack in the future and that we maintain our high standards of data protection for our clients.

16. OUTSOURCING OF WORK

Sometimes we ask other companies or people to do work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible. External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

17. INSTRUCTING THIRD PARTIES

Where we consider it appropriate to obtain specialist advice and/or services from third parties such as barristers, expert witnesses, process servers, bailiffs, costs draftsman etc. we will let you know and seek your instructions. Your acceptance of these Terms shall be treated as sufficient authority for us to incur such expenditure and we also

reserve the right to terminate the retainer in the event that you unreasonably refuse to authorise us to incur such fees.

Please note, although we shall endeavour to instruct well-established third parties, we cannot be held responsible for the quality of their work or advice or the level of their charges.

18. IDENTIFICATION, PREVENTION OF MONEY LAUNDERING, AND TERRORIST FINANCING

The law requires us to assess our business for potential risk and carry out Identification measures if the individual:

1. Establishes a business relationship;
2. Carries out an occasional transaction that amounts to a transfer of funds
3. Suspects money laundering or terrorist financing; or
4. Doubts the veracity of adequacy of documents or information previously obtained for the purposes of identification or verification.

Once a relationship with Veritas Solicitors LLP is established our due diligence checks are required, the relevant individual must:

1. Identify the individual unless the identity of that individual is known to, and has been verified by, the relevant person;
2. Verify the Individual's identity unless the Individual's identity has already been verified by the relevant person; and
3. Assess, and where appropriate obtain information on, the purpose and intended nature of the business relationship or occasional transaction.

To comply with the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 we will perform an identification verification and proof of address check at the outset of your case. Such evidence would include one proof of name and one proof of address; however, you cannot use one form of identification for both name and address.

Proof of Name	Proof of Address
Current signed passport	Utility bill (gas, electric, satellite television, landline phone bill) issued within the last three months
Original birth certificate (UK birth certificate issued within 12 months of the date of birth in full form including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)	Local authority council tax bill for the current council tax year
EEA member state identity card (which can also be used as evidence of address if it carries this)	Current UK driving licence (but only if not used for the name evidence)
Current UK or EEA photocard driving licence	Bank, Building Society or Credit Union statement or passbook dated within the last three months
Full old-style driving licence	Original mortgage statement from a recognised lender issued for the last full year
Photographic registration cards for self-employed individuals in the construction industry -CIS4	Solicitors letter within the last three months confirming recent house purchase or land registry confirmation of address
Benefit book or original notification letter from Benefits Agency	Council or housing association rent card or tenancy agreement for the current year
Firearms or shotgun certificate	Benefit book or original notification letter from Benefits Agency (but not if used as proof of name)
Residence permit issued by the Home Office to EEA nationals on sight of own country passport	HMRC self-assessment letters or tax demand dated within the current financial year
National identity card bearing a photograph of the applicant	Electoral Register entry

We are required by law to issue the National Crime Agency (NCA) a Suspicious Activity Report (SAR) should we suspect any form of Money Laundering and / or terrorist Financing. Whilst we always aim to keep your data confidential, we may be required by the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing to disclose information relating to your matter. We may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

We shall not be responsible for any losses whatsoever suffered, sustained or incurred by you or any third party by reason of our compliance with obligations imposed on us by:

- The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017
- The Proceeds of Crime Act 2002
- Other legislation relating to or connected with the prevention of crime
- The instructions of any law enforcement agencies

19. FILE RETENTION

After finalising your claim, we will be entitled to retain all papers and documents relating to your matter while there is money owed to us, which shall include any outstanding disbursements or expenses and any monies owed on any other file of yours.

We will keep your personal data while we are providing services to you. Thereafter, we will keep your personal data for as long as is necessary:

- to respond to any questions, complaints or claims made by you or on your behalf;
- to show that we treated you fairly;
- to keep records required by law

We will not keep your data for longer than necessary. Different retention periods apply for different types of data. When it is no longer necessary to keep your personal data, we will delete or anonymise it.

20. COMMUNICATION

Unless otherwise agreed, we may use several methods of communication to ensure we remain engaged with you throughout your claim journey. Our main method of communication is typically e-mail; however, you can choose your preferred method of communication based on what suits your specific needs and requirements.

Our methods range from (but not limited to):

- Postal correspondence
- E-mail correspondence
- Telephone
- WhatsApp
- SMS

Unless you specifically opt-out of a method(s) of communication, we will always choose the best possible way to engage with you and keep you informed.

21. DISABILITY

We have a duty of care under the Equality Act 2010 and code of conduct to act in your best interest and to ensure that any adjustments to our service accommodates any disabilities that need to be considered to provide you with the service you would come to expect from a legal firm of solicitors. We therefore actively welcome your request(s) for adjustments, so that we can tailor these to your personal needs and ensure you are treated fairly and receive the type of service you would expect of any law professional.

22. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity for all clients, third parties and employee relationships by treating everyone equally and with respect. We ensure that we remain compliant with our legal obligation under the Equality Act 2010 not to discriminate against the specific personal characteristics and have a zero-tolerance policy against any types of discrimination, harassment, and victimisation. We therefore welcome any feedback whereby you feel you have been a victim of and / or feel we are in breach of these rules.

We respect the gender identity of our clients and are committed to using language that is inclusive and respectful of all individuals. If you have a preference for which pronouns we use when referring to you, please let us know so that we can update our records accordingly. We encourage all clients to communicate their pronoun preferences with us to ensure that we can provide the best possible service.

23. FINANCIAL INFORMATION

Where we must pay money to you, it will be paid by cheque or bank transfer (BACS). It will not be paid in cash or to a third party. In the event you wish money to be paid to you via bank transfer, you must provide us with a written authority confirming your permission for the transfer, and details of the pertinent bank account, to include, account number, sort code, Name of account and designated bank.

In accordance with our normal practice, where we are in possession of any monies due to you, we would expect to deduct any costs, disbursements and expenses owed in respect of the relevant matter or any other matter belonging to you from such funds and your acceptance of these Terms shall be treated as sufficient authority for us to do so. Once deducted, the balance will be paid to you.

24. MARKETING ARRANGEMENTS

As a firm we adopt several marketing strategies, some of which are done in-house, and others are outsourced to a number of different companies, depending on their specialism. In accordance with the provisions of the Legal Aid, Sentencing and Punishment of Offenders Act 2012, we do not pay prohibited referral fees to any third party in connection with the obtaining of information to allow us to offer legal services to you.

If you have contacted us as a result of any marketing arrangements which we have outsourced to any third-party company, we confirm that our instructions have been taken directly from you, and we will continue to take instructions from you alone, unless you instruct and authorise us to liaise with another individual. We further confirm that no third-party provider of marketing services to us has any financial interest in your claim whatsoever.

We endeavour to only enter into agreements with reputable third parties and constantly monitor those arrangements to ensure that clients are always treated fairly. Please be assured that if any agreement transpires to find us in breach of any principles or any requirements of the Solicitors Code of Conduct, that agreement shall be terminated immediately. We always ensure that any client who approaches the firm through outsourced marketing arrangements, has not been acquired as a result of marketing or other activities, which, if done by a person regulated by CILEx Regulation or the SRA would be contrary to the principles or any requirements of the code. Further, if we believe that any client has been pressurised or misled into instructing us, we shall examine the business relationship therein and take appropriate action to remedy the situation. We will not allow our arrangements with our introducers to interfere with our commitment to:

- treat you fairly
- protect your best interests in all of our dealings with you
- give you independent advice and not allow others to influence that advice

If you have any queries or concerns regarding the arrangements we have with our introducers, please do not hesitate to contact us.

25. INTELLECTUAL PROPERTY RIGHTS

We retain the copyright in all material produced by us both in writing and in electronic form. The client is licensed to use the material for the purpose for which it is produced in accordance with the client's engagement but not for any other purpose without our prior written consent. Opinions obtained from barristers and others, where it is we who engage the barrister or other expert, are also likely to be copyright and the question of use of that copyright is between us and the barrister or expert.

26. WAIVER

Any failure to enforce at any time one or more of these Terms of Business shall not be a waiver of them or the right at any time subsequently to enforce all applicable Terms of Business.

27. RISK

By instructing us, you accept that there is a risk that there may be occasions, where, due to matters outside yours and/or our reasonable control, your matter may not complete or in litigious matters, you may not be successful in resolving your dispute. In such circumstances, the firm cannot be held responsible for any loss that may be suffered as a result thereof.

28. APPLICATION AND PREVAILING TERMS

These terms and conditions of business supersede any earlier terms of business we may have agreed with you. If there is a conflict between these terms and conditions of business and any specific terms agreed with you in relation to an individual matter (for example, any terms set out in a Letter of Engagement) then the specific terms will prevail.

It may be necessary to amend these terms and conditions of business from time to time. We will notify you of any such proposed changes and, unless we hear from you to the contrary within 14 days following such notification, the amendments and/or new terms will come into effect from the end of that period.

29. JURISDICTION AND LAW

These terms of business apply to any future instructions you give us unless otherwise agreed. Should you instruct us to represent you in any matter, you will be accepting these terms of business. Our Contract with you is governed by English law and it shall be subject to the non-exclusive jurisdiction of the English Courts.

30. EXPLANATION OF TERMS

If you are unclear as to the nature and/or extent of either our or your obligations under these Terms and Conditions of Business, or you require further information, please contact the person responsible for your matter.