

| Signed ——  |  |
|------------|--|
| Print name |  |
| Dated —    |  |
| Our ref —  |  |

### 1. Disbursements

Where Disbursements are payable, they must be paid net of any amount which has been paid or is payable by another party to the proceedings by agreement or order.

No monies other than those set out above are payable under this Agreement.

You acknowledge and accept that the Damages-Based Fee is payable notwithstanding the fact that it is not recoverable from the defendant (or anyone else); to that extent, subsection 74(3) of the Solicitors Act 1974 does not apply. You acknowledge and accept that, for the purposes of CPR rule 46.9(3)(c), we have explained that the Damages-Based Fee will not be recovered from any other party.

# 2. Responsibilities

#### Our responsibilities

- We must always act in your best interests, subject to our duty to the court.
- We must explain to you the risks and benefits of taking legal action.
- We must give you our best advice about whether to accept any offer of settlement.

• We must give you the best information possible about the likely costs of your claim for damages.

#### Your responsibilities

- You must provide adequate and accurate information to allow us to do our work properly.
- You must not ask us to work in an improper or unreasonable way.
- You must not deliberately mislead us.
- You must co-operate with us, primarily by means of regular contact where required if required attend any court hearings.

# 3. Potential breaches of this agreement

- Failure to provide us accurate information.
- Knowingly providing false information relating to your case(s).
- Instructing a third party to act on your behalf in regard to the cases herein prior to our work on the case completing.
- Rejecting any sound advice on acceptance of an offer.





## 4. Termination

Unless this Agreement ends with the consent of the parties or you are in breach of the Agreement, this Agreement cannot be terminated. Any failure to abide by the above (and to continue to abide by the above) may result in you becoming liable to us in damages. It is expressly recorded that this Agreement does not prevent the court awarding quantum meruit where the court believes that that is appropriate.

# 5. Identity disclosure

We request that you make available photographic proof of identity along with current proof of address (such as a recent utility statement). These documents are generally requested by electronic means to ensure speed and security.

# 6. Consumer provisions

#### Our company details are as follows:

- Name: RH Law Ltd t/a Locksley Law Solicitors ('Locksley Law Solicitors')
- Address: 2A Egerton Crescent, Withington, Manchester, M20 4PN
- Tel No: 0330 127 1950
- Contact email: info@locksleylaw.co.uk

The services we intend to provide are legal services.

The calculation of the Damages-Based Fee in the event of a Win in respect of your Claim is as set out above.

The arrangements for payment will be sent separately when payment becomes due.

This Agreement is of an indeterminate duration and consequently it is not possible to set out the exact time by which the services will be fully performed. The time will likely exceed 30 days. Any bespoke case plan we provide you with may be a more accurate guide and, to that extent, that information is incorporated into this Agreement. The terms on which this Agreement may be terminated are set out above.

Whilst we hope that you will not have need to use it, the Solicitors operate a complaint handling policy as required by the Solicitor's Regulation Authority. The Compliance Partner is Kavon Hussain. In the event you do need to make a complaint, it should be made in writing, addressed to Locksley Law Solicitors, and delivered to our address at , 2a Egerton Crescent, Withington, Manchester, M20 4PN.

Additionally, if the agreement was not concluded on our premises and as such is an off-premises contract or a distance contract as defined by the



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Regulations, the following provisions are included in addition to those set out above:

- We agree that there are no applicable billing periods during the direction of the Agreement and that, if any payment is due from you under the terms of this Agreement, that such payment will only be requested at the conclusion of the Agreement.
- The Solicitors Regulation Authority regulates the Solicitors and the provisions of the Code of Conduct apply (and in force from time to time). Copies of this can be accessed via the SRA website.
- You must comply with the responsibilities set out above for the entire duration of this agreement.
- This Agreement will be deemed to be compliant with Regulations 10, 13 and 14 of the Regulations, and, in particular, you will be entitled to terminate the Agreement at any time during the Cancellation Period. The Cancellation Period is fourteen (14) days beginning with the day on which this Agreement was made.

You agree to services starting within the Cancellation Period.

In this regard, Regulations 10, 13 and 14 are (with the necessary changes) incorporated within this Agreement as if they had been set out herein in its entirety. The Notice of Right to Cancel is part of this Agreement and is attached hereto.

We have professional indemnity insurance and the level of cover we have is £3,000,000. Our cover applies worldwide.

### 7. Other Points

- To be effective (and unless the court orders otherwise), any variation of or supplement to this Agreement must be made in writing (but need not be contained in this document).
- The parties acknowledge and agree that this Agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

## 8. Definitions

In this Agreement the following words and expressions carry the following meanings.

#### **8.1 AGREEMENT**

- "Agreement" means this Damages-Based
   Agreement, and where appropriate, the general contract of retainer governed by this document.
- "Defendant" means the defendant, lender (or any other person or corporate entity) against whom the Claim is brought.
- "you" means the person/persons entering into



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this Agreement who have instructed us to provide legal services.

• "we" "us" "our" means the firm providing legal services to which this Agreement applies, namely RH Law Ltd t/a Locksley Law Solicitors.

#### **8.2 APPLICABLE DAMAGES**

- "Applicable Damages" means the sums recovered by you in the Claim by way of award determined by the Court or a settlement that has a financial value to the Client
- "recovered" means that the Claim has Concluded and the Applicable Damages have been paid.

#### **8.3 CLAIM**

"Claim" means the claim against the Defendant, whether or not court proceedings are commenced.

#### 8.4 CONCLUDED

"Concluded" means that the Claim has been Won or lost, and that:

If the Claim has been Won, the Defendant(s):

- have compromised the matter by agreement;
- are not allowed to appeal against the court decision;
- have not appealed in time; and/or
- have lost any appeal.

- If the Claim has been lost, you:
- have compromised the matter;
- are not allowed to appeal against the court decision;
- have not appealed in time;
- have brought an appeal but have not taken any steps to advance it for a period of six months or more:
- have lost any appeal; and/or
- the Claim has finished some other way which can properly be said to be final.

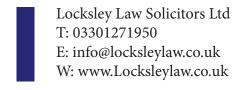
#### **8.5 DISBURSEMENTS**

"Disbursements" means payments we make on your behalf including, but not limited to:

- court fees;
- experts' fees;
- copying fees; and
- travelling expenses.

Counsel's fees following the date of this Agreement are included within the Damages-Based Fee and are not Disbursements for the purposes of this Agreement.





#### **8.6 LIEN**

"Lien" means the Solicitors' right to keep all papers, documents, money or other property held on your behalf as security in favour of the Solicitor until all money due to us is paid. A Lien may be applied after this Agreement ends.

## 8.7 WIN, WINS, WON

Unless a different definition has been agreed between the counterparties, a "Win" will mean that the Claim is Concluded in your favour in the sense that you have recovered Applicable Damages. Any alternative scenario that achieves the same outcome will also amount to a Win.

Save where the contrary is obvious from the context, "Won" means "Won and Concluded"



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Locksley Law Solicitors is a trading name of RH Law Limited
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Regulation Authority SRA Number - 659355; Company Number
- 11444626; A list of Directors is available for inspection at the
company's registered offices