

## **TERMS & CONDITIONS OF BUSINESS – KINGSNORTH SOLICITORS LIMITED T/A KINGSNORTH SOLICITORS – GENERAL**

Our firm's policy encouraged by the Solicitors Regulation Authority is to explain from an early stage the terms upon which we act for you, the client. These terms are intended to apply to all work undertaken for you (now and in the future) unless otherwise agreed. In order for us to deal with your case efficiently we would be obliged if you read the following carefully.

### **Objectives and Issues**

We have been instructed by you to pursue a claim for recovery of sums due to you from the lender in respect of your car finance agreement. As a result, you are instructing us to attempt to recover compensation for hidden commission charges, higher interest rates, additional charges to your car finance agreement and any other charges that you have been applied. We can advise that we will need to obtain documentation to substantiate the claim and if settlement of the case is not possible by negotiation, we may need to commence proceedings or submit your complaint to the Financial Ombudsman Service.

### **Our Responsibilities**

We shall take all reasonable steps to pursue the claim for compensation for the above, such as assist you to gather all the correct paperwork and documents to support your claim, present your claim to lender and if negotiations fail, we may then look to submit your claim to the Financial Ombudsman Service. We will also be preparing any necessary correspondence, and we will also review all information provided in relation to the claim.

### **Your Responsibilities**

To co-operate fully with us in progressing the case, to provide prompt, honest and accurate instructions, to provide full disclosure of all information relevant to the case favourable or otherwise, to provide any documentation and information relevant to the case for example, all applicable documentation relating to your mis sold car finance claim return promptly any Court documents subject to your agreement duly signed and to attend any Hearings, if required to attend to give evidence. In accordance with our internal client identification and verification procedures we are required to carry out client due diligence checks. **If you have not already done so you are required to provide us with a copy of your passport or driving licence and proof of your address that is less than 3 months old. This may be by way of bank statement, utility bill or equivalent as detailed within the accompanying money laundering leaflet.**

### **People Responsible for your work**

Mr. Sarfraz Amanji, a solicitor in this area will be responsible for your case and if he is not available his secretary will be happy to take any messages for you. However, he may delegate under his supervision certain aspects of your case to other members within his team during the progression of

your case. Mr. Sarfraz Amanji, (a Director), will be responsible for the overall supervision of your case. We try hard to avoid changing the people who are handling your case, if this cannot be avoided, we will notify you promptly who will be handling your case (and why the change was necessary) and we reserve the right to allocate other staff to your case where necessary. In order to deal with your queries efficiently, please always ensure you have to hand your file reference number, which is referred to on our correspondence to you, when contacting our office.

### Charges and Expenses

We must advise you that we have agreed to deal with your case(s) under a Damages-Based Agreement (copy enclosed), a type of ‘no win, no fee’ agreement, whereby on your claim being successful we will charge you a % fee capped by the SRA as per the table below plus VAT of any compensation recovered. By signing these Terms and Conditions you are confirming your agreement to the enclosed Damages Based Agreement and for us to act for you on this basis. We require that you promptly pay our fee, no later than 14 days after you receive compensation (if you are paid direct) or if you have no intention of accepting the offer and we recommend that you do so, 14 days after our recommendation.

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

**Example of our fee: You receive compensation in the sum of £2,500.00 – the fee payable to us would be £700 plus £140 VAT totalling £840 leaving you with £1,660.**

We must advise you that you have the option to pursue your claim for compensation on a private paying basis whereby you would pay solicitors an hourly fee for the time spent on your case. However, Kingsnorth Solicitors Limited do not operate these types or claims on a Private paying basis. If you wish to pursue your claim on this basis you will need to instruct another firm of solicitors. We must also advise you that you can pursue a claim yourself directly with the lender. Please note that Kingsnorth Solicitors Limited do not offer any guarantee about the outcome of your case but can confirm you will not be charged should there not be a successful outcome. By agreeing to these terms and conditions you agree not to enter into any agreement with any lender or any other party without first consulting Kingsnorth Solicitors Limited. In the event legal proceedings are necessary we may not be able to continue to pursue your case by way of a Damages Based Agreement. We will inform you at an appropriate interval whether we believe legal proceedings are necessary and will advise you of the other forms and methods of progressing your case at that juncture.

## **Disbursements**

We will initially make arrangements for the funding of the disbursements in your case, as appropriate however these at all times will remain your liability. Disbursements, as referred to above, are any payments we have to make to others to progress your case, for example, expert fees, barrister's fees and court fees, which inevitably have to be incurred from time to time to progress your case and in routine cases range typically between £50 to £500 each. By signing these terms and conditions you authorise us to deduct from any compensation you receive any such sums that have been paid by us in relation to disbursements throughout the progression of your claim. At this time, we estimate that the disbursements that we will have to incur in your case will amount to no more than £1,000.00, however if this at any time changes, we will of course inform you of the same.

## **Confidentiality and External Audits**

Our regulator the Solicitors Regulation Authority (SRA), may request an audit of your file. We shall assume that you have no objections to your file being audited by any of the above parties unless you instruct us otherwise. You agree to hold all Damages and Recovered Costs as trust property on bare trust absolutely for the benefit of us, you, to the extent of each of our respective interests in such amounts as described in this Agreement.

You hereby give irrevocable instructions that all Damages and Recovered Costs are to be paid directly into our client account. Confidentiality and External Audits

Our regulator the SRA, if applicable to your claim the legal expenses insurer ("before the event" or "after the event") or their appointed agent or if

applicable to your claim the introducer agent may request an audit of your file. By agreeing to be bound by these terms and conditions of

business you confirm that you have no objections to your file being audited by any of the above parties and you authorise us to discuss with these

parties any and all aspects of your claim unless you instruct us otherwise.

KINGSNORTH Solicitors Ltd is authorised and regulated by the Solicitors Regulation Authority, SRA Number 637258. The SRA Handbook sets out the standards and requirements we are expected to achieve and observe and can be accessed via the SRA website [www.sra.org.uk/handbook/](http://www.sra.org.uk/handbook/).

## **Timescale**

In the more straight forward uncomplicated cases, we anticipate a settlement of your case within 6 to 9 months of instructing us. However, if there are likely to be delays in the settlement of your case, we shall notify you of the reasons for any delays.

**In English Law pursuant to the Limitation Act 1980 with regards to pursuing your claim for financial losses claim you have 6 years from the date of the incident (Contractual Date) within which to commence Court Proceedings failing which your claim will be "statute barred", that is you will be out of time to pursue your claim thereafter. A claim must be started within 3 years from the date you had knowledge of the claim.**

## **Complaints Procedure**

We are committed to providing legal services of the highest standard and part of that commitment involves encouraging you to complain if you feel that we have not met the high standards that we have imposed upon ourselves. Whilst we expect that you will be satisfied with our work, if you feel that you have cause for criticism or complaint in respect of any aspect of the service provided by this firm to include a complaint about our bill, you are entitled to complain and we would invite you to address your complaint initially, in writing, to Mr. S Amanji, (a Director) or by telephone on 01204 267 053 for immediate consideration so that any appropriate action can be taken without delay. On receipt of your complaint we shall automatically invoke the firm's Complaints Procedure which includes writing to you to notify you of how the complaint will be handled and within what timescales you will be given an initial or substantive response and thereafter we shall conduct an internal investigation handled by a senior member of the firm resulting in a full written response to you in compliance with the firm's Complaints Procedure. On occasions, we may invite you to attend a meeting to explain the outcome of our investigation in more detail, in an effort to ensure that you will receive an adequate summary of the steps taken to resolve any problems. We emphasise that any such complaint or criticism will be regarded as an opportunity to improve our service both to you and to other clients. However, on concluding our investigations into your complaint, if you remain dissatisfied with the outcome, you have the right to complain to the Legal Ombudsman so long as the complaint is made within 6 months of you receiving our final response to your complaint or up to 6 years from the date of the act / omission giving rise to your complaint or 3 years from when you should have known about the complaint. Ordinarily the act or omission complained of or the date of your awareness of this must have been after 5th October 2010. You can contact the Legal Ombudsman via their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or by email to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or in writing to P. O. Box 6806, Wolverhampton, WV1 9WJ. A copy of the firm's Complaints Procedure is available upon request from our offices and we shall handle any complaint promptly, fairly and effectively in accordance with the firm's Complaints Procedure.

## **Legal Expenses Insurance Cover**

You may have a legal expenses insurance policy which can be used by you to pursue your claim for recovery of sums due to you from the lender. This may be under a motor insurance policy/home insurance policy or any other relevant insurance policy you may have. Although you have advised us you have no such insurance policy in place, we would advise you to re-confirm this to be the case. If you do have the benefit of such an insurance policy, you should contact us immediately prior to signing and returning these terms and conditions as a Damages Based Agreement may not be the appropriate method of funding your case. General insurance, such as legal expenses, is now regulated by the Financial Conduct Authority. 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 can 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 regulated by

the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2012, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

Please note that we can only provide certain limited services provided always that these are an incidental part of the professional services we have been engaged to provide. In any event, as we are not an insurance broker, we will refer you to an authorised broker who will advise you independently and impartially as to your insurance needs. We do not give advice on or indeed sell insurance and, therefore, our services are limited to introducing only. It is necessary therefore that we arrange for you to be contacted by a broker.

### **Equality and Diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees and are required to produce a written equality and diversity policy which we are able to provide to you on request.

### **Privacy and Data Protection**

The privacy and security of your personal information is very important to us. Any personal information submitted to us will be subject to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and any legislation enforced within the UK in order to comply with GDPR, unless required to do so by law or a professional body, we will not disclose any personal data to any other person or organisation without the required consent unless otherwise agreed to by you and as stated within these terms and conditions. We want to assure you that your client information will be properly managed, protected and respected. You can be assured any information you provide us will be used strictly in accordance with the terms laid out in this statement. This privacy statement explains how we collect and use your client personal information, what choices you have and other important information. You can find our full privacy statement on our website [www.kingsnorthsolicitors.co.uk](http://www.kingsnorthsolicitors.co.uk).

### **Your Authority For Us To Make Deductions From Your Compensation**

By agreeing to be bound by these terms and conditions of business, you authorise the organisation against whom your claim is successful ("the Defendant") to release to us any compensation recovered on your behalf. You further authorise

Kingsnorth Solicitors on successfully pursuing your claim for compensation to deduct from your damages (“compensation”) sent to us by the Defendant the amount payable to us as referred to above in respect of the Damages Based Agreement, any unrecovered basic charges, along with all disbursements that have been incurred in your case. Your Authority For Us To Make Deductions From Your Compensation By agreeing to be bound by these terms and conditions of business, you authorise the organisation against whom your claim is successful (“the Defendant”) to release to us any compensation recovered on your behalf. You further authorise Kingsnorth Solicitors on successfully pursuing your claim for compensation to deduct from your damages (“compensation”) sent to us by the Defendant the amount payable to us as referred to above in respect of the Damages Based Agreement, any unrecovered basic charges, along with the cost of all disbursements that have been incurred in your case.

You agree to hold all Damages and Recovered Costs as trust property on bare trust absolutely for the benefit of us, you, to the extent of each of our respective interests in such amounts as described in this Agreement.

You hereby give irrevocable instructions that all Damages and Recovered Costs are to be paid directly into our client account.

## **DECLARATION**

I confirm that I have read and understood these terms and conditions of business for KINGSNORTH Solicitors Limited as set out in this document and my signature below is my agreement to be bound by these terms and conditions in relation to KINGSNORTH Solicitors Limited acting for me in pursuing my claim for financial mis-selling (PCP) claim and/or associated losses against the opponent in this matter. I understand that my continuing instructions in this matter will amount to acceptance of these terms and conditions of business. I/we have read the accompanying terms and conditions and also agree and consent to my/our personal data being held by Kingsnorth Solicitors Limited and shared with the relevant third parties in relation to my/our claim in accordance with the GDPR & Data Protection Act 2018.