



KINGSNORTH

S O L I C I T O R S

Our Ref:

Joe Bloggs

Test address

Line two

City

Date: 16-10-2024

Dear Client,

Postcode

Re: Your claim against your car finance company

We thank you for your recent enquiry and note that you wish to instruct this firm to pursue a claim for recovery of sums for a potential mis sold car finance claim.

We enclose herewith the following documents: -

1. Terms & Conditions of Business
2. Damages Based Agreement (DBA)
3. Form of Authority x 2 for us to obtain copies of your agreement from your car finance company.
4. Money Laundering Information.

We have agreed to act for you by way of a Damages Based Agreement (DBA). The DBA should be read together with the firms Terms & Conditions of Business which set out the nature of our relationship; you should read them carefully and if you have any questions, we would be happy to attempt to deal with your queries.

Subject to the cancellation provisions, once the agreement is signed you are bound by it and are deemed to accept our Terms and Conditions.

Once we have received your signed terms and conditions and DBA along with your signed form of authorities, we will proceed to contact the relevant organisations in order to retrieve the required documentation and information so that we can further progress your claim.

We also require two forms of identification in order to comply with the money laundering regulations. We have enclosed an explanatory leaflet. We need one form of photographic ID, either your driving licence or passport plus a utility bill or bank statement dated within the last three months (which confirms your address).

A: Kingsnorth Solicitors, First Floor, Newspaper House, 40 Churchgate, Bolton, BL1 1HL

T: + 44 (0)1204 267 053

E: pcpclaims@kingsnorthsolicitors.co.uk

W: Kingsnorthsolicitors.co.uk



Calls may be recorded for training and monitoring purposes

Kingsnorth Solicitors is the trading name of Kingsnorth Solicitors Ltd. A company registered in England and Wales with Registration Number 10640596

A list of Directors of the company is available for inspection at the registered office First Floor, Newspaper House, 40 Churchgate Bolton, BL1 1HL

We are authorised and regulated by the Solicitors Regulation Authority SRA Number 637258

Once you have read the enclosed documents please sign and return the form of authorities confirming that you have read and understood the contents of the terms and conditions and the Damages Based Agreement. Please also **provide us with 2 forms of identification within the next 7 days.**

If you have any queries at all, please do not hesitate to contact us on 01204 267 053 or alternatively e-mail us at pcpclaims@kingsnorthsolicitors.co.uk and a member of our team will reply back to you.

We thank you for your instructions in this matter and look forward to hearing from you.

Yours sincerely

Kingsnorth Solicitors

Letter of Authority

In respect of:

Customer Reference:

Please accept this as authority requiring you to deal directly with Kingsnorth Solicitors Limited to provide any information and payments as requested. This authority will endure until further notice.

Please sign and return in the 'Account Holder' box below (If the claim is in respect of a joint policy, both people must sign, if you have changed your surname since dealing with the credit provider and not informed the company, please add this and sign with your original signature).

<u>Account Holder 1</u>	<u>Account Holder 2</u>
Print Name: Joe Bloggs	Print Name:
Address: Test address	Address:
Line two	
Postcode: Postcode City	Postcode:
Date of Birth: 11-11-1999	Date of Birth:
Previous Name(s):	Previous Name(s):
Signature: <u>TEST</u>	Signature: _____
Date: 16-10-2024 Signed at: 2024-10-16 13:00:08	Date: _____

Previous Addresses

I/We authorise Kingsnorth Solicitors Limited of First Floor, Newspaper House, 40 Churchgate, Bolton BL11HL as my/our sole representatives to deal with my potential complaint/claim for compensation in relation to my car finance agreements in respect of a mis sold car finance (PCP, HP) Broker Commissions, and or any loans associated with the account on all products and accounts that I/We have or have had. I/We authorise Kingsnorth Solicitors Limited to complete a soft credit check on me/us through our provider Valid8 IP Ltd, where this is necessary to substantiate my/our claim. This search will not affect your credit score and I/We agree for the results of this check to be used to provide evidence to support my/our undisclosed commission claim. I/We confirm that Kingsnorth Solicitors Limited are instructed to pursue all aspects they consider necessary in relation to my/our dealings with your organisation. This letter of authority relates to ALL products and accounts I/We have or have had with you. I/We have read, understand and agree to Kingsnorth Solicitors Limited's Terms and Conditions as attached herewith. I/We give them full authority, in accordance with the FCA's Dispute Resolution Guidelines, to act on my/our behalf as my/our sole agents to pursue all aspects they deem necessary in relation to all my/our financial affairs with the aforementioned Provider(s), in order to settle my case(s). I/We understand and agree that if Kingsnorth Solicitors Limited are successful in claiming compensation for me/us, they will charge a fee to me/us capped by the SRA as detailed within the attached terms and conditions of business plus value added tax (VAT) ranging from 15% - 30% depending on the recovery of redress awarded in respect of my claim for my mis sold car finance claim/ broker Commissions in accordance with their Damages Based Agreement and in respect of monies recovered for claim. I/We give Kingsnorth Solicitors Limited full authority to refer my/our complaint to the Financial Ombudsman Service if this is believed to be in my/our best interests. I/We understand that, in addition to the present Letter of Authority I/We will need to provide further information when raising an expression of dis-satisfaction to you (The Bank/Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor/Pension Provider/Mortgage Broker/ about the underlying product(s), service(s) and where known, specific account number(s) being complained about.

I/We hereby Authorise and instruct

You (The Bank/Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor/Pension Provider/Mortgage broker) to: -

1. Liaise exclusively with Kingsnorth Solicitors Limited in respect of all aspects of my/our potential complaint/claim for compensation as stated above.
2. Immediately release to Kingsnorth Solicitors Limited any information/documentation relating to my/our car finance agreements, commissions which may be requested by them by of telephone or in writing (including fax or email). This includes information in response to a request made under Sections 77-78 of the Consumer Credit Act 1974 and/or Section 45 of the Data Protection Act 2018 and Article 15 GDPR
3. Contact Kingsnorth Solicitors Limited whenever they need to send me/us information or contact me/us in connection with this matter.
4. Release any compensation/monies recovered on my behalf directly to Kingsnorth Solicitors Limited by way of a BACS Payment or Cheque as my instructed Solicitors and for the amount due to me to be deposited into Kingsnorth Solicitors Limited Client Account.

I/We have authorised and instructed Kingsnorth Solicitors Limited to accept or reject any payment(s) you offer as settlement or compromise and to refer any complaints to the Financial Ombudsman Service if necessary. I/We acknowledge that I/we could pursue this complaint/claim against you myself/ourselves without the involvement of Kingsnorth Solicitors Limited but that I/we have instead opted to engage Kingsnorth Solicitors Limited to pursue my/our complaint/claim, whose fees will be recoverable from me/us. I/ We have received details of any fees payable to Kingsnorth Solicitors Limited, in respect of the services carried out by them in pursuing my/our complaint/claim. I/We confirm that in the event that you need to contact a third party to progress my/our case for any reason, I/we hereby give my/our authority and consent for the third party to provide Kingsnorth Solicitors Limited with any information they request and may require to pursue my/our claim/complaint. I/We authorise you to accept any signatures on documents sent to you by Kingsnorth Solicitors Limited which have been obtained electronically (e-signed). I/We confirm that the information given in this letter is in the best of my/our knowledge accurate and a truthful reflection of our/my recollections of events at the point of sale.

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.

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 or by email to enquiries@legalombudsman.org.uk or in writing to P. O. Box 6806, Wolverhampton, WV1 8WJ. 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.

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

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.

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/

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.

Signed **TEST** Dated **16-10-2024**
Signed at: **2024-10-16 13:00:08**
Print Name **Joe Bloggs**

Client Reference No:

SAMPLE DOCUMENT

CANCELLATION NOTICE PURSUANT TO THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

NOTICE OF THE RIGHT TO CANCEL

You have entered into a retainer ("contract") with Kingsnorth Solicitors Ltd trading as Kingsnorth Solicitors ("Kingsnorth Solicitors") for the provision of legal services in relation to your financial mis-selling (PCP) claim and the Kingsnorth Solicitors Claim Reference Number for your said claim is [.....]. This only applies if you sign the contract: (i) at your home, workplace or at someone else's home; or (ii) at our offices but following a visit by us (or someone acting on our behalf) to your home, workplace or someone else's home; or (iii) at our offices but following a meeting between us away from our offices.

RIGHT TO CANCEL

You have the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us, Kingsnorth Solicitors Ltd of First Floor, Newspaper House, 40 Churchgate, Bolton, BL1 1HL (our contact details are e-mail address pcpclaims@kingsnorthsolicitors.co.uk telephone number 01204 267 053) of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, or email). You may use the attached model cancellation form, but it is not obligatory. 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 the contract, we will reimburse to you all payments received from you. We will make reimbursement without delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from the contract, in comparison with the full coverage of the contract. By signing the contract you instruct us to provide legal services to you in relation to your accident claim during the Cancellation Period.

Signed on behalf of Kingsnorth Solicitors Limited: Dated:

CANCELLATION NOTICE

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

To: Mr Sarfraz Amanji (Director) of Kingsnorth Solicitors Ltd of First Floor, Newspaper House, 40 Churchgate, Bolton, BL1 1HL (our contact details are email address pcpclaims@kingsnorthsolicitors.co.uk and tel number 01204 267 053):

Case Reference No: [.....]

I hereby give notice that I cancel my contract for the supply of the following service, namely provision of legal services in relation to my accident claim.

Signed:

Name: (please print)

Address:

Dated:

This DAMAGES BASED AGREEMENT is made on 16-10-2024

Between

Kingsnorth Solicitors Limited, First Floor, Newspaper House, 40 Churchgate, Bolton BL1 1HL
("the Solicitor")

and Joe Bloggs ("the Client") of

Test address Line two City Postcode

1. This is a Damages Based Agreement made pursuant to the Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013 / 609).
2. This Agreement is intended to create a contract enforceable at law.
3. The General Terms and Conditions for the Supply of Legal Services by Kingsnorth Solicitors Limited are attached to this Agreement. ("the Terms and Conditions of Business") and are incorporated into and apply to this Agreement, save as amended by the terms of this Agreement, and save where inconsistent with the terms of this Agreement in which event the terms of this Agreement shall prevail.
4. "The Defendant" is the debtor against whom the solicitor is instructed to pursue the case i.e the Bank/ Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor with whom you took out the car finance (PCP).
5. "The Case" for the purpose of specifying the claim or proceedings or parts of them to which this Agreement relates as required by regulation 3(a) of the Damages Based Agreements Regulations 2013 is as follows:

- i) The Client's claim against the Defendant for compensation for a mis-sold PCP car finance claim (PCP).
- ii) This Agreement does not apply where it becomes necessary to issue legal proceedings.

6. This Agreement contains the terms and conditions upon which the Solicitor agrees to act in the Case on behalf of the Client(s) on a contingency basis, so that the Solicitor will be paid the agreed percentage rate of charge as detailed in the table below of the Client's financial benefit from the Case if the Case is concluded with the recovery to the Client(s) of a financial benefit or settled upon terms which include the payment to the Client(s) of that financial benefit. The solicitor will receive nothing if no financial benefit is recovered.

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

7. a) The Services of the Solicitor will comprise the following in the Case:
- i) Preparing any necessary correspondence to your Bank/ Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor;
- ii) Requesting that the Bank/ Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor investigate the mis-sold car finance (PCP) taken out in your name(s);
- iii) Take all reasonable steps to pursue the claim for compensation in respect of the mis sold car finance (PCP);
- iv) Providing representation with the Financial Ombudsman Service.
- b) The Solicitor does not agree to undertake:
- i) Any work or provide any services, pursuant to this agreement once it becomes necessary to issue legal proceedings.

8. Pursuant to regulation 3 (b) of the Damages Based Agreements Regulations 2013 this Agreement must specify the circumstances in which the solicitor's payment, expenses and costs, or part of them are payable.

If the client(s) win(s) the case meaning that the Defendant agrees to pay a sum by way of financial benefit to the client(s), the client(s) shall pay to the solicitor the following:

A. A % of the sum that is ultimately recovered by the client as per the table above plus VAT.

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. Please note that the bank could use your compensation to pay off any debt you may have, for example an overdraft facility. Regardless of this our full fee would still be payable.

9. Pursuant to regulation 3 (c) of the Damages Based Agreements Regulations 2013 this Agreement must specify the reason for setting the amount of the payment at the level agreed. The reason for setting the percentage at 30% plus VAT is that this represents a sensible commercial payment for the work involved and undertaken on a credit basis. There is also a risk to the Solicitor of not being paid at all together with a delay in receiving payment. It is believed that 30% plus VAT of the amount recovered is an appropriate percentage.

Signed:
Kingsnorth
The Solicitor

Signed:
TEST
Signed at:
2024-10-16 13:00:08
The Client

MONEY LAUNDERING REGULATIONS EXPLANATORY LEAFLET

Since 1st March 2004 firms of Solicitors have, by law, been obliged to comply with the Money Laundering Regulations 2003. The same applies to certain other professionals such as Accountants and Stockbrokers, and institutions such as Banks and Building Societies. The common thread is that these are all respectable organisations through whom criminals, such as terrorists and drug dealers, try to “launder” their money in the course of financial transactions.

The regulations impose a duty upon us to go through certain procedures to identify positively **all new Clients**, and existing Clients for whom we have acted before but who have never been positively identified, as soon as practicable after receiving instructions. The procedures are very similar to those that have been long required when opening a Bank or Building Society Account. The Regulations are very rigid and have to be applied across the board.

Proof of identity and Address

We need to see **one** original form of photographic identification from **List A** and the original of **one** of the documents from **List B** which must show your current home address:

List A

1. Current valid full passport.
2. National identity card.
3. Current photocard driving licence
4. Firearms certificate.
5. State pension/benefit book.
6. I.R. Tax notification.

List B

1. Home visit.
2. Recent mortgage statement
3. Electoral roll check.
4. Current driving licence (not if used in List A)
5. Recent utility or local authority
6. Council tax bill.
7. Local council rent card or
8. Recent bank/building society statement.
9. Tenancy agreement.

Please make sure that you bring the items with you when coming to our offices.