

[CLIENT NAME]
[CLIENT ADDRESS]

Dear [CLIENT NAME]

Re: Your claim against your creditor(s) (“the Creditor”)

We refer to your claim against your creditor or various creditors.

We are delighted that you have chosen us to act on your behalf in connection with obtaining damages or compensation in relation to your car finance.

We have enclosed with this letter a Conditional Fee Agreement (“CFA”) (often referred to as a “no win, no fee” agreement), which is the proposed funding agreement between you and us to carry out the legal services work, which includes the conduct of court proceedings, on your behalf.

Upon signing and returning the CFA to us, we can then proceed with the next steps in bringing your claim and obtaining the compensation you deserve.

If you have any queries about the enclosed CFA or the services we provide, please do not hesitate to contact us on 03333443211, or by email at info@crsolicitors.co.uk.

We trust the above and enclosed to be in order and we look forward to receiving your instructions.

Yours sincerely



Mr Kavon Hussain

Consumer Rights Solicitors



Consumer Rights Solicitors Form of Authority

Client Name:	
Name when purchased / hired vehicle (if different):	
Date of Birth:	
Address:	
Address when purchased / hired vehicle (if different):	
Description of Vehicle(s) (ie, colour, type and make)	
Vehicle Registration Number(s):	
Name of the car dealer / broker:	
Name of creditor (bank or finance company)	

Authorisation

I hereby authorise:

- Consumer Rights Solicitors (“CRS”) to act exclusively on my behalf with regards to matters arising or related to any vehicle purchase or hire and any related credit agreement, hire agreement, account connected to the above stated vehicle(s), car dealer / broker and/or creditor. Accordingly, any prior form of authority signed by me relating to any firm of solicitors or any claims management company that I may have previously instructed should now be disregarded. For the avoidance of doubt, any previous firm of solicitors or claims management company I previously instructed are no longer acting on my behalf.
- The FCA, FOS, FSCS or any car dealer, broker or creditor (to include any party to whom the rights of a any agreement have been assigned) of the above-named client and/or their solicitor or agent is to correspond directly with CRS only.
- Any monies due to me are to be made payable to CRS and for CRS to bank my cheque(s).
- I do not wish to receive any correspondence from the FCA/FOS/FSCS or any car dealer, broker or creditor and/or their solicitor/agent in relation to any enquiries, claim or complaint made in relation to or against any car dealer, broker or creditor on my behalf.
- I hereby authorise and request that any party CRS write to, in respect of a request for disclosure of documentation or my credit file or my statement of account, whether in accordance with the Civil Procedure Rules 1998, Consumer Credit Act 1974 or via a Data Protection Act 2018 or UK GDPR personal data request, disclose and provide the documentation and information they hold and requested by CRS which they deem relevant to my claim, to include but not limited to, my account(s) and agreement(s) with the creditor and car dealer or credit broker(s) and any solicitors I have instructed in the past in respect of the matter or matters arising from these instructions and any additional companies who receive this authority form alongside a written request from CRS.
- I give CRS full authority to refer this matter to the Financial Ombudsman Service, the Financial Services Compensation Scheme and the Information Commissioner’s Office or issue proceedings if it is believed to be in my best interest.
- **A copy of this Letter of Authority will have the same validity as the original.**

CLIENT NAME:

SIGNED:

DATED:

We, **CONSUMER RIGHTS SOLICITORS LTD** 18-22 Lloyds House,
Lloyd Street, Manchester, M2 5WA

Date of Conditional Fees Agreement: _____

You, The client(s):

Client 1: _____

Client 2: _____

Address _____

This Conditional Fee Agreement (the "CFA" also known as a "No Win No Fee Agreement") is a binding legal contract between you and Consumer Rights Solicitors Limited. Before you sign this CFA, please read everything carefully and make sure you understand all aspects. **Do not sign this CFA if there is any aspect of it that you do not understand.** This CFA must be read alongside the Terms & Conditions overleaf which contains the provisions recommended by the Law Society. The Term & Conditions set out in that document form part of this CFA.

This CFA is not formed until we have signed it and returned it to you.

- 2 This CFA shall commence on the CFA Date set out above notwithstanding that it may be signed at a later date.**
3 What is covered by this CFA:

3.1 The preliminary assessment and conduct of your claim for damages, losses and/or other relief arising out of or in connection with your financial mis-selling claim against Lender (the "Claim").

- 3.1 any interim or interlocutory applications.
- 3.2 any appeal you make against an interim order.
- 3.3 enforcement of any judgement, order, or agreement against your opponent; and
- 3.4 negotiations about and/or a court assessment of the costs of this claim.

4 What is not covered by this CFA:

- 4.1 any counterclaim made against you; and
- 4.2 any appeal you make against the final judgement order.

5 Paying us if you Win:

- 5.1 If you win your claim, you pay our basic charges, our disbursements and success fee. You are entitled to seek recovery from your opponent of all or part of our basic charges and our disbursements, but not the success fee or any legal expenses insurance premium.
- 5.2 It may be that your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. If this happens, we will not add our success fee to the basic charges for the work done after we received notice of the offer or payment.

6 Expenses & Disbursements

- 6.1 If you receive interim damages, we may require you to pay our expenses and disbursements at that point and a reasonable amount for our future expenses and disbursements.
- 6.2 If you receive provisional damages, we are entitled to payment of our basic charges, our expenses and disbursements and success fee at that point.
- 6.3 If on the way to winning or losing you are awarded any costs. by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

7. **What do you pay if you** Cancel below) and do so within the 14 days' time limit, you will pay nothing. Otherwise, if you end this CFA before you win or lose, you pay our basic charges and expenses and disbursements. If you go on to win, you also pay our success fees.

7.1 If you lose an interim hearing or lose overall, you will be required to pay some or all of your opponent's costs and charges.

8 The Success Fee

8.1 The success fee is set at 100% of basic charges whether the claim concludes before or at trial. The success fee percentage reflect

The following:

- (i) the fact that if you lose, we will not earn anything.
- (ii) our assessment of the risks of your case.
- (iii) the fact that your claim involves professional type liabilities.
- (iv) the fact that if you win, we will not be paid our basic charges until the end of the claim.
- (v) our arrangements with you about paying expenses and disbursements.
- (vi) the arrangements about payment of our costs if your

8.2 The success fee cannot be more than 100% of the basic charges in total.

9. Cap on Success Fee

9.1 In addition to the limit set out in Clause 8.2 above, there is a maximum limit on the amount of the success fee which we will recover from you as set out below.

9.2 In proceedings at first instance, that maximum limit is 48% of the total amount of any damages which are awarded to you in the proceedings covered by this CFA. We will limit our unrecovered costs which we charge you to an amount no greater than 48% of your damages (net of any court fees) awarded to you.

9.3 The above limit applies only to a success fee for proceedings at first instance and not to a success fee in other proceedings (such as, for example, an appeal against a final judgment or order). In proceedings other than proceedings at first instance the maximum limit is 100% of the types of damages set out in Clause 9.2 above.

9.4 These maximum limits are inclusive of any VAT which is chargeable. The maximum limits include any success fee payable to a barrister who has a CFA with us.

9.5 We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing the success fee based upon the damages recovered for you.

9.6 You also have the right to apply to the court for assessment of our costs, including our success fee.

10 Ending this CFA

10.1 If you have a right to cancel this CFA (see Notice of Right to Cancel below) and do so within the 14 days' time limit, you will pay nothing. Otherwise, if you end this CFA before you win or lose, you pay our basic charges and expenses and disbursements. If you go on to win, you also pay our success fees.

10.1 We may end this CFA before you win or lose, with the consequences set out in the attached Law Society Conditions.

11. Basic Charges

11.1 These are calculated for each hour engaged on your matter from now until the review date on January 1st next year. If there is any change to our rates, we will notify you in writing.

11.2 Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis.

Grade and Basic Costs Rates:

1. Partners, Consultants and Solicitors with over 8 years post qualified experience. **£472.00**
2. Solicitors, Senior Legal Executives, and Litigation Executives with over 4 years post qualified experience. **£416.00**
3. Other Solicitors, Legal Executives and Litigation Executives with less than 4 years post qualified experience. **£350.00**
4. Trainee Solicitors, paralegals, and other fee earners. **£255.00**

11.3 The hourly rates above are the similar to the charged-out rates applicable if the work were done under a standard retainer.

12. Other Points

12.1 Expressions and definitions of words used in this CFA are explained in the attached Terms & Conditions.

12.2 We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee. Our VAT Registration Number is 364 0236 20.

12.3 You may be able to take out an insurance policy against the risk of paying expenses and disbursements (but not our charges) if you lose, or some or all of your opponent's costs even if you win. You will be responsible for paying the insurance premium for this if you win. If you lose the premium is likely to be insured in which case, you need not pay it. We will give you further information and about legal expenses insurance.

12.4 The parties acknowledge and agree that this CFA is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

13. By signing this CFA, you confirm:

13.1 your instructions to Consumer Rights Solicitors Limited.

13.2 That you have read and understood the CFA including the Terms & Conditions which you accept as the basis of Olli relationship with you.

13.3 That you understand your obligations as set out under clause 3 of the Terms & Conditions; and

13.4 That you understand that this CFA is not formed until signed by both parties.

14. Notice of the Right to Cancel

14.1 This only applies if you sign the CFA:

- a) At your home, workplace or at someone else's home; or
- b) At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace, or someone else's home; or
- c) At our offices but following a meeting between us away from our offices.

14.2 You have the right to cancel this CFA if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

14.3 The person to whom a cancellation notice may be given is Kavon Hussain of Consumer Rights Solicitors Limited at Lloyds House, 22 Lloyds Street, Manchester, M2 5WA

14.4 Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

14.5 You can use the cancellation form provided on the next page if you wish.

14.6 If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named in 14.3 above.

15. Signatures

Signed by the CLAIMANT(S):

CLIENT 1: _____ **Dated:** _____

CLIENT 2: _____ **Dated:** _____

Signed for and on behalf of Consumer Rights Solicitors Ltd:



Dated: {{date.today}}

Notice of the Right to Cancel

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

To: Consumer Rights Solicitors Limited, Lloyds House, 22 Lloyds Street, Manchester, M2 5WA.

I hereby give notice that I wish to cancel my contract, namely the Conditional Fee Agreement with Consumer Rights Solicitors Limited referred to above.

Signed by the CLAIMANT(S):

CLIENT 1: _____ Dated: _____

CLIENT 2: _____ Dated: _____

NB: THIS CANCELLATION NOTICE DOES NOT APPLY TO ANY CONTRACT OF INSURANCE YOU MAY HAVE TAKEN OUT. PLEASE REFER TO ANY

The terms and conditions set out below are part of this CFA. Any amendments or additions to them will apply to you. You should read these conditions carefully and ask us about anything you find unclear. Definitions of words used in CFA and in this document are explained under clause 11 below.

I. Law Society Conditions

1. Value Added Tax (VAT) We add VAT, at the rate (now 20%) that applies when the work is done, to the total of the basic charges and success fee.
2. Our Responsibilities
 - 2.1 We must always act in your best interests, subject to our duty to the court.
 - 2.2 We must explain to you the risks and benefits of taking legal action.
 - 2.3 We must give you our best advice about whether to accept any offer of settlement.
 - 2.4 We must give you the best information possible about the likely costs of your claim for damages.
3. Your Responsibilities
 - 3.1 You must give us instructions that allow us to do our work properly.
 - 3.2 You must not ask us to work in an improper or unreasonable way.
 - 3.3 You must not deliberately mislead us.
 - 3.4 You must co-operate with us.
 - 3.5 You must go to any appointment or court hearings which we reasonably request you to attend.
4. Dealing with costs if you win

You are liable to pay all our basic charges, our expenses and disbursements and success fee (up to the maximum limit) together with the premium for any legal expenses insurance you take out.

 - 4.2 Normally, you can claim part or all our basic charges and our expenses and disbursements from your opponent. You provide us with your irrevocable agreement to pursue such a claim on your behalf. However, you cannot claim from your opponent the success fees or the premium of any insurance policy you take out.
 - 4.3 If we and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and our expenses and disbursements, then you pay the difference.
 - 4.4 You, not your opponent, pay our success fee and any insurance premium.
 - 4.5 You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed to the court and any other person required by the court.
 - 4.6 If your opponent is receiving Community Legal Service funding, we are unlikely to get any money from him or her. So, if this happens, you must pay us our basic charges, expenses and disbursements and success fee. We are allowed to keep any interest your opponent pays on the charges. You agree to pay into our client's deposit account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the balance of the basic charges; success fee; insurance premium; our remaining expenses and disbursements; and VAT. You take the rest.
 - 4.9 For the avoidance of doubt, in respect of pre-action and/or interlocutory applications or interim hearing, the success fee is payable in accordance (c) with the CFA upon such application or hearings being finally decided in your favour.
5. **Shortfall in Costs of Recovery**

We are entitled to charge an amount of costs greater than that which you will recover or could have recovered from the other party to the proceedings and expressly permits payment of such sum.

The provision above is made under section 74(3) of the Solicitors

Some costs or disbursements may be of an unusual nature or amount in which case these might not be recovered from the other party but remain payable by you in accordance with the above.

7. Payment for advocacy

- 7.1 The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

Barristers who have a conditional fee agreement with us

- 7.2 If you win, you are normally entitled to recover their fee from your opponent, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister's success fee shown in the separate conditional fee agreement we make with the barrister. We will discuss the barristers' success fee with you before we instruct him or her. If you lose, you pay the barrister nothing.
- 7.3 The barrister's success fee is included within the maximum limit to the recoverable success fee in proceedings at first instance as explained in Clause 9 of the CFA

Barristers who do not have a conditional fee agreement with us

- 7.4 If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, then you must pay their fee.
8. What happens when this CFA ends before your claim for damages ends?
 - (a) Paying us if you end this CFA
 - 8.1 You can end the agreement at any time. Unless you have a right to cancel this CFA as set out in Clause 10 of the CFA and do so within the 7-day time limit we then have the right to decide whether you must: -
 - (i) pay our basic charges and our disbursements including barristers' fees but not the success fee when we ask for them; or
 - (ii) pay our basic charges, and our disbursements including barristers' fees and success fees if you go on to win your claim for damages.
 - (b) Paying us if we end this CFA
 - 8.2 We can end this CFA if you do not keep to your responsibilities. We then have the right to decide whether you must:
 - (i) pay our basic charges and our disbursements including barristers' fees but not success fee when we ask for them; or
 - (ii) pay our basic charges and our disbursements including barristers' fees and success fees if you go on to win your claim for damages.
 - 8.3 We can end this CFA if we believe you are unlikely to win. If this happens, you will only have to pay our expenses and disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.
 - 8.4 We can end this CFA if you reject our opinion about making a settlement with your opponent. You must then:
 - (i) pay the basic charges and our disbursements, including barristers' fees.
 - (ii) pay the success fee if you go on to win your claim for damages.
 - 8.5 If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay the cost of a second opinion.

Death This CFA automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of our CFA with you.

What happens after this CFA ends

After this CFA ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

Cessation of Business

If we stop carrying on business, then you must pay us or any successor to our business (or to that part of our business which takes over the conduct of your claim) our basic charges and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.

Explanation of Words Used

Advocacy: Appearing for you at court hearings.

Basic charges: Our charges for the legal work we do on your claim for damages.

Claim: Your demand for damages for compensation, damages and/or other relief whether or not court proceedings are issued.

Counterclaim: A claim that your opponent makes against you in response to your claim.

Damages: Money that you win whether by a court decision or settlement.

Our expenses and disbursements: Payment we make on your behalf such as: court fees, experts' fees, accident report fees, travelling expenses. The fees of barristers who do not have a Conditional Fee Agreement with us,

Interim Damages: Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

Interim hearing Lien: A court hearing that is not final. Our right to keep all papers, documents, money, or other property held on your behalf until all money due to us is paid. A lien may be applied after this CFA ends. The court has dismissed your claim, or you have stopped the claim on our advice.

Formal Offer to Settle: An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

Provisional damages: Money that a court says your opponent must pay or your opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages in a way that has been proved or admitted to be linked to your claim.

Success fee Trial: The percentage of basic charges that we add to your bill if you win your claim.

Win: Your Claim or any pre-action or interlocutory application or interim hearings are Finally decided in your favour, whether by a court decision or an agreement to pay you damages or costs or any other relief or in any way that you derive benefit from pursuing the same. 'Finally,' means that your opponent:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

II. Miscellaneous: Client Care Notes

12 General Insurance - Legal Expenses

12.1 General insurance, such as legal expenses, is now regulated by the Financial Services Authority. We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 Law Society. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register.

12.2 Please note that we can only provide certain limited services if these are an incidental part of our professional services. 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 is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

13 Interest & Lien

Bills are expected to be settled in full as soon as possible and in any event within 28 days of receipt and should be settled in the currency in which they are denominated. We reserve the right to charge interest on the amount of any bills unpaid within 28 days of receipt, on a daily basis from the date of the bill to payment, at a rate equal to 4.5% per annum above the base lending rate of the NatWest Bank Plc applicable from time to time.

14 Payment of Interest

14.1 Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by NatWest Bank Plc from time to time. That of course may change.

14.2 The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011.

15 Limitation of Liability

15.1 Our aggregate liability to you or any third party for loss and damage (including interest and costs) Damages in respect of all claims, demands, causes of action or otherwise in connection with or arising from our engagement by you or the services that we provide to you in respect of any one particular matter or a series of related matters or ongoing instructions in all circumstances shall be limited to our indemnity insurance cover being £3,000,000.

15.2 In any event, our liability is limited to the proportion of loss and damage (including interest and costs) suffered by you which is ascribed to us by a court of competent jurisdiction after allocating proportionate responsibility to us having regard to any contribution to loss and damage by any other person or entity responsible and/or liable to you for the loss and damage. In assessing the contribution as aforesaid, no account shall be taken of the amount of any limit on liability imposed by the contributor.

15.3 For the purpose of the foregoing, the phrase "loss and damage" shall have the same meaning as ascribed under the Civil Liability (Contribution.) Act 1978 and shall also include interest and costs.

16 Professional Indemnity Insurance

Please note that we have obtained professional indemnity insurance from an approved participating insurer (PII) to the prescribed value of £3,000,000. Information about the PII we have accepted, including the contact details of our insurers and territorial coverage of the policy, is available at our registered office. The limit of indemnity is £3,000,000.

17 Information & Statement of Truth

- 17.1 It is inevitable that, in order to fulfil our task, it will be necessary to obtain a significant amount of information from you. To assist us in carrying out our work as efficiently as possible, please could you ensure that all information provided is complete, accurate, up to date and true to the best of your knowledge and belief. Please note it is your duty to provide information to us on that basis. You are also asked to notify us in writing of any changes or variations to that information which may arise after the date upon which it was passed to us, as well as of any new circumstances which might be relevant to the work we are undertaking.
- 17.2 Any information you provide may be used to substantiate your case. The Court rules require that some documents to be verified by a statement of truth. We are obliged therefore to inform you that proceedings for contempt of Court may be brought against a person if that person makes or causes to be made a false statement in a document verified by such a statement without an honest belief in its truth.
- 17.3 In the event that you do not comply with your obligations as set out above, we may terminate this CFA in accordance with Clause 10.2 of the CPA.

18 Communication

- 18.1 It is important that you notify us immediately of any changes to your personal contact detail such as address, email, telephone, and mobile numbers. This is so that we can obtain your instructions as may be necessary to progress your claim. If you fail to do so and we are unable to contact, you this may be detrimental to the prospects of your claim and you could be liable to pay your opponent's costs.
- 18.2 We may choose to communicate with you electronically (unless you expressly request otherwise in writing) and may also use electronic means of communication to correspond with third parties in carrying out your instructions. Please note, however, that electronic transmission of information may not be as secure as other means and may be vulnerable to unauthorised access, technical errors, and viruses. We accept no responsibility or liability to you in respect of any loss arising from or incidental to electronic communications.

Confidentiality

The normal duties owed by a solicitor to his client will apply in relation to your instructions. This will include the duty of confidentiality. Where any information is received by us which is confidential to you, we will treat that information in confidence unless instructed otherwise. We may need to disclose your information to third parties such as legal expenses insurance companies and brokers, professional funders, and other professional advisors (such as Counsel or engineers etc). We may also need to disclose your information to third parties who are authorised by you for that purpose.

- 19.2 By agreeing to instruct us and/or signing the CFA you:
- (a) authorise us to disclose your information as set out above; and
 - (b) accept that the provision of legal services to you does not place us under any obligation to disclose to you, or use for your benefit, any confidential information, or data that we currently have, or may obtain, in relation to any other client of our practice.

20 Money Laundering

- 20.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing.
- If we make a disclosure in relation 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.

21. Proof of Identity

- 21.1 We are required by law to obtain satisfactory evidence of your identity (which can include people who are related to you). This is because criminals who want to launder money may use solicitors who handle and deal with money and property on behalf of clients.

To comply with our duties, we must have the evidence of your identity as soon as possible. For individuals, in most cases, identification evidence will consist of the following two documents:

- (i) your current valid passport; and
 - (ii) a document (such as a utility bill or a bank statement) that shows your name and your current residential address and is dated no more than three months before the date on which we ask for the evidence of your identity.
- For companies, in most cases identification will involve:
- (i) us carrying out checks with the Registrar of Companies as to your existence and standing.
 - (ii) other checks with third party organisations in appropriate cases.
 - (iii) our inspection of your statutory registers and minute book.
 - (iv) identifying those persons who we are dealing with on your behalf. If you are unable to supply the documents listed above, please contact us to discuss alternative ways that you can be identified. In some cases, in order for us to properly identify you, we may need to carry out checks or make searches with third parties. If we do so, then we will make a charge. This will be listed under the expenses section of your bill.

21.5 Where you cannot provide satisfactory evidence of identity then we may not be able:

- (i) to act for you, and/or
- (ii) to receive any money from you; and/or
- (iii) to pay any money to you or to a third party on your behalf.

22. Destruction of Records

- 22.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- 22.2 We will keep our file of your papers for up to 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill.
- 22.3 We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for:
- (i) Time spent producing stored papers that are requested.
 - (ii) Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

23. Third Parties

- 23.1 Any advice provided by us is for your benefit alone and must not be used by or relied upon by third parties. Any duty owed by us is owed to you as our client and does not extend to third parties.
- 23.2 We do not assume liability to any person other than you in relation to the advice provided to you.
- 23.3 Except as expressly provided in these Terms & Conditions and/or in any specific letter of engagement with you, a person who is not a party to this CFA has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CFA but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. Grievances

- 24.1 We are committed to provide you with an efficient legal service of the highest quality. If our services fall short of what you expect or if you are unhappy about a bill, then please let us know and we will endeavour to deal with your concerns expeditiously. In the first instance, if problems do arise, you should discuss these with the person having day-to-day responsibility for your matter. In the event that your concerns are not resolved then please write to Mr. Kavon Hussain who is the designated partner.
- 24.2 In the unlikely event that you consider it appropriate to contact Mr. Kavon Hussain, please do so in writing to Lloyds House, Lloyds Street, Manchester M2 5WA in which case he will endeavour to respond within 14 days.

We operate a complaint handling procedure which ensures that all complaints are investigated promptly and thoroughly. A copy of our complaints procedure is available upon written request addressed to Mr. Kavon Hussain.

24.3. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. For further information, you should contact the Legal Ombudsman on 0121 245 3050. Alternatively, please visit www.legalombudsman.org.uk.

25. Intellectual Property Rights

For the purpose of any rights under the Copyright, Designs and Patents Act 1988 or any other intellectual property rights, Consumer Rights Solicitors Limited shall be the author of any document prepared by us on your behalf and property in such documents will not pass to you unless otherwise agreed in writing. No part of these documents may be reproduced, stored in a retrieval system, or transmitted in any way or by any means, including photocopying or recording, without our prior written permission.

26. Equality & Diversity

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

27. Entire Agreement

27.1 The CFA, Law Society Conditions, Miscellaneous: Client Care together

with any engagement letter that we forward to you (the "Engagement Terms") form the entire agreement between the parties in respect of this matter.

27.2 Should you instruct us in respect of another matter in the future then a separate letter of engagement and engagement terms may be issued to you in respect of that matter.

28. Law & Jurisdiction

28.1 The Engagement Terms shall be governed by, interpreted and construed in accordance with the laws of England and Wales.

28.2 You irrevocably agree to submit to the exclusive jurisdiction of the English Courts in the event of any dispute between us.

1.1 We may collect and use the following information about you:

- (i) Your name and contact information, including address, email and telephone number(s);
- (ii) Information to enable us to check and verify your identity. E.g., your date of birth, as well as identity documents such as passports which may contain biometric data or data revealing racial or ethnic origin.
- (iii) Your gender information.
- (iv) Your billing information, transaction, and payment card information.
- (v) Information about your business(es).
- (vi) Details of your assets and financial position.

1.2 This personal information is required to provide legal services to you. If you do not provide personal information we ask for, it may delay or prevent us from providing legal services to you.

1.3 We collect most of this personal information directly from you - in person, by telephone, email and/or via our website. However, we may also collect information from:

- (i) Publicly accessible sources. E.g., companies house, HM Land Registry.
- (ii) A third party directly. For example, a business such as an estate agency or claims management company assisting you with your matter.

(iii) Sanctions screening providers.

(iv) Customer due diligence providers.

(v) A third party with your consent. E.g., your bank or building society. We use the information you provide primarily for the provision of legal services to you, but also for the following reasons:

(i) Compliance with our legal and regulatory obligations.

(ii) Fraud prevention.

(iii) Updating and enhancing client records.

(iv) Analysis to help us manage our practice.

(v) Statutory returns.

1.5 Where it is practical, we will anonymise your personal information. Where we have your consent, we may send you marketing material by email. We routinely share personal information with:

(i) Third parties we use to help deliver our legal services to you. E.g., payment service providers, IT infrastructure providers, barristers, experts and delivery companies.

(ii) Other third parties that we use to help run our business. E.g., marketing agencies or website hosts.

(iii) Due diligence providers.

(iv) Our insurers and brokers.

(v) Our bank(s).

1.6 We only allow our service providers to handle your personal information if we are satisfied, they take appropriate measures to protect your personal information.

1.7 We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

1.8 We may also need to share some personal information with other parties, such as potential buyers of some or all of our business or during a restructuring. Usually, information will be anonymised, but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

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

(i) Respond to any questions, complaints or claims made by you or on your behalf.

(ii) Show that we treated you fairly.

(iii) Keep records required by law.

1.10 We will not retain your personal information for longer than necessary for the purposes set out in this policy. Different retention periods apply for different types of personal information. Further details on this are available on request.