



{{agreement.dateAgreed}}

Your Claim(s) reference Number : {{userId}}

Dear {{title}} {{firstName}} {{lastName}}

Welcome to LST Solicitors and thank you for enquiring about our legal services to help you secure compensation relating to **Car Finance Agreements** you have previously entered into.

Please first take a look at the enclosed summary **Pre-Contract** information we are required to provide you, which is a two-page document which explains how our fees work.

The Client Pack also enclosed then contains the Fee Agreement between us and provides all the detail we must provide to you when providing legal services to you.

Our key aim is that you feel reassured that we will provide a transparent and professional legal service to you and **always** act in your best interests.

For your peace of mind, our **No Win No Fee Agreement** with you (called a Damages-Based Agreement in the Client Pack) means that so long as you comply with your responsibilities and co-operate with us to enable us to pursue your claim(s) efficiently to conclusion as explained in the Client Pack, we will only charge you a percentage fee based upon the amount recovered for each such claim.

If you are happy to sign up for our services, please follow the sign-up instructions and we look forward to welcoming you as a client of LST Solicitors.

Best wishes

Damian P Allison

Solicitor



KEY PRE-CONTRACT INFORMATION BEFORE YOU SIGN

We want you to be fully informed before you sign up for our services.

We need to give you some pre-contract information. This pre-contract information also gives you a quick summary of the way in which we charge for our legal services, so you know for sure that you are not going to receive any unexpected bill.

- We propose to pursue each and any claim(s) you have through the Financial Ombudsman Service (FOS) Scheme or any Financial Conduct Authority Redress Scheme if introduced. We do not currently believe court action is necessary.
- Our fee is a fixed percentage fee of the amount recovered by way of compensation or other redress for each individual claim.
- We charge you 30% plus Vat and Expenses of the amount recovered but the Solicitors Regulation Authority (SRA) introduced a fee cap for this type of work and so our fee is subject to that overriding SRA fee cap where this applies to your claim. Based on our current advice to pursue your claim(s) through FOS or any FCA redress scheme if introduced following consultation, the SRA fee cap **will** apply to your Claim(s) where this remains the agreed course of action. We do not currently foresee any additional fees which would go outside or beyond the fee cap.
- The fee cap table is below with examples:

Band	Redress/Damages Awarded/Recovered for the claim (£)	The percentage rate of charge	The maximum total charge (£)
1	1-1,499	30% plus VAT	420 excluding VAT.
2	1,500 – 9,999	28% plus VAT	2,500 excluding VAT.
3	10,000 – 24,999	25% plus VAT	5,000 excluding VAT.
4	25,000 – 49,999	20% plus	7,500 excluding VAT.
5	50,000 or above	15% Plus VAT	10,000 excluding VAT.

We estimate that any claim you have will fall into Bands 1 or 2 above and we provide relevant examples for each below.



Example – Band 1

You are awarded **£950.00** on a claim. Such sum is recovered, and you are required to pay us 30% of that sum under the SRA fee cap, being £285.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £57.00. The total payment due and payable to us in this example would therefore normally be £342.00, but the maximum charge for this band is £420.00 plus VAT equalling **£504.00** and so that would be our charge to you.

Example – Band 2

You are awarded **£5,000.00** on a claim. Such sum is recovered, and you are required to pay us 28% of that sum (our 30% plus VAT and expenses charge would be capped by the SRA fee cap to such 28% plus VAT and including expenses) being £1400.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £280.00. The total payment due and payable to us in this example would therefore be **£1680.00.00** and as this is below the maximum charge, that would be our charge to you.

- You can bring a claim for free to the FOS, or under any redress scheme introduced by the Financial Conduct Authority (FCA) following their consultation. The FCA announced on 3 August 2025 that they will be consulting widely on whether to introduce such a redress scheme.
- If further down the line, and even if the route to claiming via the Financial Ombudsman Service is still available, we advise you to take an alternative course of action, such as court or other action which would mean the fee cap may not apply, we would give you a clear explanation of that fact and reasons why it is in your best interests to take such alternative course of action. Before proceeding down any such alternative course of action, we will always inform you of this and fully explain any additional costs consequences to you of the taking of such alternative course of action. We can then agree a course of action at that point.



DAMAGES-BASED AGREEMENT

This Damages-Based Agreement (“Agreement”) is made and is governed by The Damages-Based Agreements Regulations 2013. (Statutory Instrument 2013 / 609) (“the Regulations”).

Date of this Agreement: **{{agreement.dateSigned}}**

Parties:

Legal Representative: LST Solicitors, a trading style of Legal Services Today Limited, whose registered office is situated at Unit 212, Vanilla Building 39 Fleet Street, Liverpool, L1 4AR (or such other registered office from time to time) (email:info@lstsolicitors.co.uk). Authorised and Regulated as a firm of Solicitors by the Solicitors Regulation Authority (“SRA”) under Licence Number: 643776 (Representative, “Us” “We” or “Our”)

Client: **{{title}}** **{{firstName}}** **{{lastName}}** (“Client” or “You”)

Each a Party and together the Parties

The Claims covered by this Agreement are as follows:

All and any Claims that You may have against any third party Lender, Motor Dealer, or other third party who We believe may be and/or is responsible and liable to compensate You, as a result of and arising out of, You entering into any form of Car Finance Agreement with a third party lender.

For the purposes of the SRA Claims Management Fees Rules 2024, each Claim made under this Agreement shall be treated as an individual claim for the purpose of assessing any fee due from the Client to the Representative.

Definitions

The following definitions will apply to this Agreement:

Agreed Percentage – means as set out and defined (including the reasons for setting the rate of the Agreed Percentage) in Schedule 3 of this Agreement.

Appeal – means any action taken by You to challenge a final decision of the FOS, FCA Redress Scheme or other compensation scheme or a decision of a court.



Claim(s) – means any legal or other cause of action in whatever form for damages/compensation for loss or restitution which is covered by this Agreement whether or not court proceedings are issued.

Counterclaim – means a claim that a Defendant makes against You in response to Your Claim(s).

Defendant – means any third party who is the subject of a Claim covered by, and under this Agreement.

Expenses – means payments We incur or make on Your behalf such as court/FOS fees, experts reports, travel expenses plus any applicable VAT. The Expenses are not included within the Agreed Percentage and are payable separately but are subject to any appropriate application of the SRA Claims Management Fees Rules 2024 fee cap which requires such Expenses to be included in the appropriate fee cap amount.

Time cost Fee – means the total cost of Our time spent in respect of each and any Claim, multiplied by the reasonable hourly rate of remuneration as set out in Schedule 4. Some but not all of these may be recoverable from the Defendant in the event of a Win either by way of an agreed sum or by way of an award following a courts assessment or because the costs are Fixed under the Civil Procedure Rules.

Lose – means the Defendant, the Financial Ombudsman, The FCA redress scheme adjudicators, any other appropriate compensation scheme or the court has dismissed Your Claim or You have stopped it on Our advice.

Lien – Our right to keep all papers, documents (including electronic documents), money or other property held on your behalf until all money due to Us is paid.

Recovered Sum – Shall mean the gross amount of damages/compensation/money recovered from the Defendant by the Client on any given Claim.

Win – Where any Claim covered by this Agreement is decided in your favour, whether by a court, Financial Ombudsman Service decision, any decision of any other Statutory or other Compensation Scheme including any FCA Redress Scheme set up or approved by the Financial Conduct Authority for Claim(s) covered by this Agreement, any other appropriate



compensation scheme or an agreement is reached between You and any Defendant; to pay You money/compensation/damages.

1. Damages-Based Agreement

This Damages-Based Agreement (“Agreement”) is made and is to be governed by the Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013/609 (“the Regulations”). The Agreement is intended to be a legally binding contract between the Representative and the Client. The Schedules to this Agreement are expressly incorporated into this contract between the Parties,

The time for delivery of the services by Us to the You under this Agreement will be from the date of this Agreement until this Agreement ends.

2. Work under this agreement

- 2.1 We will take all required and necessary steps in order to individually assess and thereafter pursue all such suitable Claims against each Defendant on Your behalf.
- 2.2 Upon securing any damages or redress from any Defendant liable to make payment of money/compensation/damages, We will account to you with any payment due to you after deduction of our Agreed Percentage.

3. What is not covered under this agreement

- 3.1 Any Counterclaim against You.
- 3.2 Any Appeal made by You without Our agreement, or any Appeal by the Defendant which We advise You not to defend.
- 3.3 Any detailed assessment of a Defendant’s costs.

4. Our Responsibilities

- 4.1 Investigate and pursue what We determine as suitable Claims against Defendant(s) covered by this Agreement.
- 4.2 Always act in Your best interests, subject to Our duty to the court.
- 4.3 Explain to You the risks and benefits of taking any action.



- 4.4 Give You Our best advice about whether to accept any offer of settlement.
- 4.5 Give You the best information possible about the likely costs of Your claim for damages.

5. Your Responsibilities

- 5.1 Let Us know promptly of any changes to Your name, home address, email address or telephone number so We can communicate with You when necessary.
- 5.2 Co-operate with Us and follow Our advice in the conduct of your Claim(s) including advice on any settlement offers made by any Defendant.
- 5.3 Do not contact any Defendant directly and let Us know immediately of any direct contact made to You by any such Defendant.
- 5.4 Give Us all documentation You hold in relation to any Claim and provide instructions that allow Us to do Our work properly.
- 5.5 Not ask Us to work in an improper or unreasonable way.
- 5.6 Not provide Us with misleading or inaccurate instructions.
- 5.7 Attend any appointment We need You to attend, including any court hearing in the unlikely event that, court proceedings need at some point to be issued and pursued.

6. Your liability to pay Us

- 6.1 If You Win any given Claim, subject to any application of the fee cap introduced by the SRA Claims Management Fees Rules 2024, You will be responsible on payment by the Defendant of the Recovered Sum for paying Us the Agreed Percentage and Expenses along with any applicable VAT from any Recovered Sum in respect of such Claim.
- 6.2 If You Lose any given Claim, You are not obliged to pay the Agreed Percentage, so long as you have complied with Your responsibilities in Paragraph 5 of this Agreement.

7. Payment terms

- 7.1 In the event of a Win and payment by a Defendant of a Recovered Sum, You authorise and agree that any such Recovered Sum, can and shall be directed to be paid to Our client protection trust Account (“Client Account”) pending calculation of what is due to You and Us under this Agreement.
- 7.2 Upon Calculation under clause 7.1 of this Agreement, We will send an invoice to You for our Legal services, detailing the Agreed Percentage, any



Expenses (if applicable), and VAT. This Agreed Percentage, Expenses, and VAT will be deducted from the Recovered Sum in Our Client Account and transferred to Us to discharge what is due from You to Us under this Agreement. The remaining funds will then be transferred to You via bank transfer.

- 7.3 In the event the Recovered Sum is paid to You directly or any third party other than Us, You agree to notify Us immediately of amount of the Recovered Sum and the Agreed Percentage, Expenses, and VAT owed by You to Us shall be due and payable 7 days after receipt by You directly or any third party other than Us of the Recovered Sum. Interest will accrue on any outstanding Agreed Percentage payment due and payable from You to Us at the rate allowed by the court from time to time for outstanding debts; currently 8% per annum.
- 7.4 If the Defendant fails to make the agreed payment following a Win, We will discuss enforcement options with You.
- 7.5 For the avoidance of doubt, any sum due and payable from You to Us shall not exceed the sum which can be recovered from You by Us under the Damages-Based Agreements Regulations 2013 or SRA Claims Management Fees Rules 2024 as they apply to this Agreement.

8. Your termination of this agreement

- 8.1 You may terminate this Agreement during the 14-day "Cooling Off" period by notice to Us without incurring any fees. You can use the Cancellation Notice Form which is Schedule 1 to this Agreement. You wish us to commence work immediately following you signing this Agreement notwithstanding the "Cooling off" period.
- 8.2 If You terminate the Agreement after the first 14 day "Cooling off" period has expired, and prior to the conclusion of any Claim(s), subject to any valid restrictions that may be imposed by the SRA Claims Management Rules 2024, it is agreed that we may charge You a Time Cost Fee for our unpaid time for conducting work on Your Claim(s) at the hourly rate for the individual doing the work. Routine letters and telephone calls will be charged as units of one-tenth of an hour. Other work will be charged on a time basis. Our current hourly charging rates are set out at Schedule 4 of this Agreement.



9. Our termination of this agreement

- 9.1 In the event that You fail to meet the responsibilities specified in Section 5 above, We reserve the right to terminate this Agreement. You will then be responsible for the payment of unpaid fees on any outstanding Claims, incurred up to the point of termination. We will charge You a Time Cost Fee for Our unpaid time for conducting work on Your Claim(s) at the hourly rate for the individual doing the work. Routine letters and telephone calls will be charged as units of one-tenth of an hour. Other work will be charged on a time basis. Currently, hourly charging rates are set out at Schedule 4 of this Agreement.
- 9.2 On an ongoing basis, it is agreed we will keep under the review the cost, risk and benefit analysis of proceeding or abandoning any Claim(s). If, at any point, We determine that the potential risk or cost outweighs the anticipated benefit or outcome of a Claim(s), We may choose to terminate the Agreement. In such cases, You will not be liable to make any payment to Us in respect of any such outstanding Claim(s) at the date of termination.

10. Costs

- 10.1 In the event of a Win, and the Defendant is required to pay costs, then any costs ordered to be paid by the Defendant will be deducted from the Agreed Percentage as defined in Schedule 3 of this Agreement.
- 10.2 It is agreed that We may charge You the Agreed Percentage or time costs as they apply under the terms of this Agreement even though this sum may be more than any sum payable to You by any Defendant on any given relevant Claim.

11. What happens after this Agreement ends

- 11.1 We have the right to preserve Our Lien until We are paid all sums owed by You to Us under this Agreement.
- 11.2 We may remove Our name as your representative from any court or other record on any outstanding Claim.

12. Delegated Authority

- 12.1 **Absence of Instructions:** In the event that You fail to provide necessary instructions within a reasonable timeframe, as stated within any request from Us, despite reasonable efforts made by Us to obtain such instructions, the following provisions shall apply.



- 12.2 Delegated Authority: Subject to any professional restriction We may have, You hereby grant Us the authority to make decisions on Your behalf, which We reasonably believe to be in the best interests on any given Claim. This authority includes, but is not limited to, making decisions regarding:
- 12.2.1 Settlement offers;
 - 12.2.2 Strategic decisions;
 - 12.2.3 Where possible, responses to the Defendant, court, Financial Ombudsman Service, or any other third parties.
 - 12.2.4 Any other actions necessary to progress any Claim(s).
- 12.3 Notification of Action: We will make reasonable efforts to inform You of any actions taken under this delegated authority as soon as practicable.
- 12.4 Best Interests: In exercising this delegated authority, We agree to act in good faith and to use Our professional judgment to make decisions that We believe are in the best interests of You, based on the information available at the time.
- 12.5 Limitation of Liability: You agree that We shall not be liable for any actions taken in good faith pursuant to this clause, provided that such actions are within the scope of the delegated authority granted herein.
- 12.6 Duration of Authority: This delegated authority shall remain in effect until such time as You provide the necessary instructions or any relevant Claim is resolved, whichever occurs first.

13. Third Party Funding

- 13.1 There are a number of companies that may provide Third Party Funding to Us to enable Us to finance the running of your Claim(s) in return for a fee from Us. You consent to Us obtaining such funding without providing details to You, on terms We deem appropriate for the Claim(s), and to Us creating security over Your Claim in favour of the Third Party Funding provider but only in respect of any sums which may become due from You to Us under this Agreement.

14. Assignment, Novation or Transfer

- 14.1 Subject to Us providing to You with written notice, You consent to Us (or any Third Party Funding provider to Us) assigning, novating or transferring, Our rights, benefits, and obligations under this Agreement to a new law firm. Any transfer to a new law firm will be on the same terms as this Agreement.



15. Severability

- 15.1 If any provision or clause (or part thereof) of this Agreement is held by a court or other competent authority to be illegal, void, or unenforceable, the Parties agree to negotiate in good faith to delete, amend or replace any such provision or clause (or part thereof) so that, to the greatest extent possible, the amended provision(s) or clause(s) achieve the intended result of the original clause or provision. Such changes shall not affect the remainder of the Agreement or updated version of the Agreement which shall continue in full force and effect and give effect to the spirit and intent of this Agreement.

16. Law and Jurisdiction

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any legal action or proceedings arising out of or in connection with this Agreement.

17. Distance Contracts, Off-Premises Contracts and On-Premises Contracts in accordance with Schedules 1 and 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. (the Consumer Regulations 2013)

- 17.1 We provide the information required by the Consumer Regulations 2013 in Schedule 2 to this Agreement.

18. Dispute Resolution

- 18.1 In the event of any dispute or claim arising out of or in connection with this Agreement, the Parties shall first seek to resolve the matter by negotiation in good faith. If the dispute cannot be resolved by negotiation within 30 days of one party notifying the other in writing of the dispute, the Parties shall be free to take action via an appropriate forum in order to resolve the dispute.

19. Enforcement Action

- 19.1 If a Defendant agrees or is ordered to pay a sum of money to You on any



given Claim covered by this Agreement and fails to do so, it is agreed and You consent to Us taking at Our discretion any enforcement action against such Defendant in your name to recover all such sums due from the Defendant to You. Any such Recovered Sum would follow the process set out in clause 7 of this Agreement.

20. Entire Agreement

- 20.1 This Agreement and Schedules constitute the entire agreement and understanding between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral relating to the subject matter of this Agreement.
- 20.2 Schedule 6 of this Agreement provides Our Standard Terms of Business which includes coverage of matters we must agree with You from a regulatory perspective so as to comply with the standards and regulations of our regulator who is the SRA.

21. Incorporation of Schedules to this Agreement

- 21.1 The Schedules annexed to this Agreement are expressly incorporated into this Agreement. save that where the terms of such Schedules are inconsistent with, or are in conflict with the terms of this Agreement (excluding the Schedules), it is agreed that the terms of this Agreement shall prevail.
- 21.2 Schedule 5 of this Agreement explains what a Damages-Based Agreement is, how it works and the other ways in which You can pay for our legal services.

22. Notices under this Agreement

- 22.1 All notices to be given under this Agreement shall be written in English and addressed to the other party using the contact details of the other party (including any Email address) in this Agreement (as may be changed by the relevant party by giving notice to the other as described in this clause). Notices may be served, and will be deemed served, as follows:



Method of Service	Deemed served
Delivered by hand or special delivery post	At the time of delivery provided it is delivered before 17:00 on a Business Day and, if not, it will be deemed delivered on the next Business Day
By email	Upon receipt of the email in the recipient's service provider system and provided that no immediate "bounceback" to the sender occurs.



Schedule 1 – Cancellation Rights

Right to Cancel

In this Schedule, references to “Contract” means this Agreement with Schedules, references to “You”, “Your” and “consumer” is to the “Client” under this Agreement and references to “We”, “Us” or “Our” is to Legal Services Today Limited who are the Representative under this Agreement.

You have the right to cancel this 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, Damian Allison, Legal Services Today Limited t/as LST Solicitors:

By post: Unit 212, Vanilla Building 39 Fleet Street, Liverpool, L1 4AR (or such other registered office from time to time notified to Companies House: <https://find-and-update.company-information.service.gov.uk/company/10640480>)

E-mail: <mailto:davidm@moneyandmesolicitors.co.ukcancellations@lstsolicitors.co.uk> of Your decision to cancel this Contract by a clear statement (e.g. a letter sent by post or e-mail). 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 this Contract, We will reimburse to You all payments received from You, including the costs of delivery (except for the supplementary costs arising if You chose a type of delivery other than the least expensive type of standard delivery offered by Us).

We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by You.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day We receive back from You any goods supplied, or



- (b) (if earlier) 14 days after the day You provide evidence that You have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which We are informed about Your decision to cancel this 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 Us Your cancellation from this Contract, in comparison with the full coverage of the Contract.

Cancellation form

To: Damian Allison, Legal Services Today Limited t/as LST Solicitors, Unit 212, Vanilla Building 39 Fleet Street, Liverpool, England, L1 4AR; E-mail: cancellations@lstsolicitors.co.uk

mailto: davidm@moneyandmesolicitors.co.uk

I/we {*}hereby give notice that I/we {*}

..... cancel my/our {*} Contract for the supply of the following service:

the Contract for Legal Services set out in the Client Pack which I/we {*} Signed and Ordered on

.....

Name of consumer(s) :.....

Address of consumer(s).....

Signature of consumer(s) (only if this form is notified on paper),.....

Date:

{*} Delete as appropriate.



Schedule 2 – Information Relating to Distance Contracts, Off-Premises Contracts and On-Premises Contracts in accordance with Schedules 1 and 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

The statements contained in a) to x) below, follow alphabetically and refer to the a) to x) information requirements set out in Schedule 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

In this Schedule, references to “Contract” means this Agreement with Schedules, references to “you” and “your” is to the “client” under this Agreement and references to “the trader”, “we”, “us” or “our” is to Legal Services Today Limited who are the Representative under this Agreement.

- a) The main characteristics of the services are legal services which includes, but is not limited to, advice, both oral and written, preparation of documents, attendance in meetings, advocacy and representation.
- b) The identity of the trader is Legal Services Today Limited.
- c) The geographical registered office address of the trader is: Unit 212, Vanilla Building 39 Fleet Street, Liverpool, England, L1 4AR (or such other registered office from time to time notified to Companies House: <https://find-and-update.company-information.service.gov.uk/company/10640480>)
The email address is: info@lstsolicitors.co.uk
- d) The trader is not acting on behalf of another trader.
- e) The address for consumers to address complaints is as at (c) above.
- f) The total price of our services is set out in in this Contract between you and us.
- g) Any costs which cannot be calculated in advance (if applicable) are estimated where possible and details of that estimate are contained in the Contract between you and us.
- h) This Contract is not of a fixed duration and the total costs (or an estimate if applicable) is contained in the Contract between you and us.
- i) As the costs of any distance communication in conclusion of the Contract are not other than at the basic rate then there is no further information required to be given.
- j) The terms for payment by you to us are in accordance with the Contract. In light of the risk, and to allow for any court proceedings or appeals becoming protracted with timescales outside our control, we can only agree to perform the legal services for you within 60 months of receiving your full and proper instructions and written confirmation that you agree to the Contract. (whichever is the later).
- k) Please refer to the section relating to complaints, which is contained in our Standard Terms of Business, which form Schedule 6 of the Contract.
- l) You have the right to cancel this Agreement as set out in the Notice of Cancellation which forms Schedule 1 to this Agreement.



- m) In the case of cancellation in accordance with Schedule 1 of this Agreement, you will not have to bear any cost of returning goods.
- n) If you exercise your right to cancel in accordance with Schedule 1 of this Agreement, having already made an express request in writing for us to do the work urgently and before the cancellation period runs out, then you are liable to pay us our reasonable fees for the work carried out up until you have cancelled the Contract between you and us. Those reasonable fees will be based upon a proportion of the work carried out when compared to the full service we have agreed to supply to you. If the service has been fully performed at your request prior to you cancelling the Contract with us, then you lose your right to cancel and you acknowledge that you have received notice of your loss of the right to cancel in these circumstances.
- o) There are no circumstances where your right to cancel may be lost within 14 days of us giving you notice of your right to cancel except as set out in the Contract between you and us, at paragraph (n) above or where we have supplied you with digital content before the end of the cancellation period and you have provided your express consent for us to do so and have acknowledged that your right to cancel has been lost. In these circumstances you will not benefit from a right to cancel.
- p) We are under a legal duty to supply goods and/or services to you which conform with the Contract we have entered into with you for the supply of those goods and/or services as set out in the Supply of Goods and Services Act 1982.
- q) If you have questions about the legal services provided at any time, then please contact us at the e-mail address provided in the Contract.
- r) Our work for you is governed by the Solicitors Regulation Authority Codes of Conduct for Solicitors and Firms. Copies of these Codes can be obtained from the Solicitors Regulation Authority from their website – www.sra.org.uk or by request from the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN. We can also supply a copy on request.
- s) The Contract between you and us will continue until terminated or we have completed the legal services required in accordance with the Contract between you and us.
- t) The Contract between you and us has no minimum duration of your obligations, but please refer to the section in this Agreement which sets out your responsibilities and these continue as long as this Agreement between you and us continues.
- u) We may ask you to make a payment on account of costs and expenses in the circumstances set out in the Contract. Payment on account of such costs and expenses will be held in our client account until such time as an invoice is prepared and delivered to you and at that time, the sum held on account will be transferred to us in payment of such invoice. Payment on account of disbursements will be held in our client account until we have discharged such disbursements and then such sum will be transferred to us.
- v) We do not provide digital content as part of our legal services.
- w) This is not applicable as we do not provide digital content.
- x) If you have any complaint about our legal services, then please refer to the Section on Complaints in our Standard Terms of Business for details of how to access our



Complaints Procedure and details of the right to take up matters with the Legal Ombudsman.



Schedule 3 – Our Charges to You

The Agreed Percentage of the Recovered Sum means:

30% of the Recovered Sum plus Expenses and VAT but subject to the overriding fee cap rules imposed by the SRA Claims Management Fees Rules 2024 where such fee cap applies to any part of our services to You.

The SRA fee cap is calculated in accordance with the following **Table** save that to also comply with the Damages Based-Agreements Regulations 2013, any Agreed Percentage due from You to Us to Us shall be construed as never exceeding the net of:

- (i) any costs (including fixed costs under Part 45 of the Civil Procedure Rules 1998); and
- (ii) where relevant, any sum in respect of disbursements incurred by the representative in respect of counsel's fees,

that have been paid or are payable by another party to the Claim proceedings by agreement or order; and

- (b) any expenses incurred by the representative, net of any amount which has been paid or is payable by another party to the Claim proceedings by agreement or order.

Table:

Under the SRA fee cap, the limit of our fees is that We will charge You, is the lower of the percentage rate of charge based upon the table below but subject to the maximum charge set out for the relevant band and based upon the amount of the damages recovered by or for You on any Win on any Claim against a Defendant. All Expenses including any counsels' fees are included in that figure but plus VAT prevailing at the time of the payment becoming due and payable by the Client to the Representative:

Band	Redress/Damages Recovered for the claim (£)	The percentage rate of charge	The maximum total charge (£)
1	1-1,499	30% plus VAT	420 excluding VAT.
2	1,500 - 9,999	28% plus VAT	2,500 excluding VAT.
3	10,000 - 24,999	25% plus VAT	5,000 excluding VAT.



4	25,000 – 49,999	20% plus VAT	7,500 excluding VAT.
5	50,000 or above	15% Plus VAT	10,000 excluding VAT.

Examples:

Example – Band 1

You are awarded **£950.00** on a claim. Such sum is recovered, and you are required to pay us 30% of that sum under the SRA fee cap, being £285.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £57.00. The total payment due and payable to us in this example would therefore normally be £342.00, but the maximum charge for this band is £420.00 plus VAT equalling **£504.00** and so that would be our charge to you.

Example – Band 2

You are awarded **£5,000.00** on a claim. Such sum is recovered, and You are required to pay us 28% of that sum (our normal 30% plus VAT and Expenses charge would be capped by the SRA fee cap to such 28% plus VAT and including expenses) being £1400.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £280.00. The total payment due and payable to Us in this example would therefore be **£1680.00.00** and as this is below the maximum charge, that would be our charge to You.

As required by the Damages-Based Agreements Regulations 2013, the reasons for setting the amount of the Agreed Percentage at the level set are:

- (i) the Representative receives nothing in respect of any Claim against a Defendant if the Client discharges their responsibilities under the Agreement but loses that Claim against such Defendant Therefore, the representative takes the risk and expense of running any Claim which may ultimately be unsuccessful.
- (ii) it enables the Client who discharges their responsibilities under the Agreement, to pursue any given Claim against a Defendant without risk of being liable for their own legal fees on such Claim which the client may have no means to pay.
- (iii) Where pursuing any given Claim which does not involve reserved activity such as court action, the Representative absorbs within the figure of the percentage rate of charge set out above, any Expenses paid by the representative including counsel's fees but excluding VAT within that figure called the Agreed Percentage.



Schedule 4 - Time Costs Table where fees are due and payable from You to Us due to Termination of the Agreement.

The following hourly rates would be charged for the unpaid work done on any Claim where You become liable to pay our fees on such basis due to termination of this Agreement.

Time Costs Table:

Grade	Description	Rate (ex VAT)	Rate (inc VAT)
A	Partner / Director	£ 480 per hr	£ 576 per hr
B	Senior Associate	£ 380 per hr	£ 456 per hr
C	Associate	£ 280 per hr	£ 336 per hr
D	Trainee / Paralegal	£ 190 per hr	£ 228 per hr

(Rates reviewed annually; any changes will be notified in writing.)



Schedule 5– What is a Damages-Based Agreement and What are the Different Ways of Funding Your Claim

WHAT IS A DAMAGES-BASED AGREEMENT AND HOW DOES IT WORK IN PRACTICE?

A Damages-Based Agreement is a form of No Win No Fee Agreement. This Schedule is not a substitute for reading the Client Pack but hopefully gives you a summary of some key aspects.

We use a Damages-Based Agreement to make Claim(s) on Your behalf to the Financial Ombudsman Service (FOS) and other statutory Ombudsman or Compensation schemes where they apply and are relevant. We can also use such Agreement for court proceedings if that becomes an option which serves your best interests and you decide that you wish to pursue such option.

The SRA Claims Management Fees Rules 2024 also provide rules on capping the fees we charge and when such court action may be appropriate.

Please see Our examples in the pre-contract information setting out the way Our fees work in the forum of the Financial Ombudsman Service scheme, statutory Ombudsman or other Compensation/Redress schemes where they apply and are relevant.

If You lose Your case and We do not recover any damages for You, We do not charge You any fee, so long as You comply with the terms of the Damages-Based Agreement.

If You proceed down the FOS route, You are generally unable to recover any costs and expenses from Your opponent. In the absence of an agreement by your opponent to pay Your costs and expenses, You can usually only seek to recover some of Your costs and expenses from Your opponent if You have issued court proceedings.

It is difficult to provide an accurate estimate of how the calculation of what you would receive would work if settlement was achieved by the issue of court proceedings. This very much depends upon whether the case settled quickly or went all the way to trial; in terms of recovery of some of the costs and expenses from any opponent which We would credit against our charges to You. We will however, be more than happy to talk this through with You at any stage before or after signing the Damages-Based Agreement.



We are proposing to act for You by way of the Damages-Based Agreement model and proceeding down the route of the Financial Ombudsman Service scheme or other statutory Ombudsman or Compensation/Redress schemes where they apply and are relevant. However, We are setting out below, the different ways in which We can act for you and a summary explanation of each. Please read the content below and let Us know if You would like Us to consider acting for You on another basis. We will be more than happy to consider this with You. Remember what We said in the pre-contract information, You can generally make claims to these forums for free if You want to make the Claim(s) yourself without Us representing You.

If You have read all the pre-contract information and are happy to allow Us to act for You on a Damages-Based Agreement form of No Win No Fee agreement, please read the Damages-Based Agreement with Schedules and raise any questions with us before signing.

What Are the Options?

INTRODUCTION

You will see from this Client Pack that that We initially advise that any Claim should be pursued via Financial Ombudsman Service (FOS) or other statutory ombudsman or compensation scheme where they are available. Court action will be an option in some cases. We will review matters with You at that point, and it will always be your decision.

We prefer the Damages-Based Agreement as a basis for acting on Your behalf as we believe the fixed percentage gives you greater certainty overall. However, We will always consider any of the following alternatives with You. It is not an exhaustive list of ways in which You can pay for Our services but covers the main ways we could act for you. They are brief outlines only, but if any interest You as an alternative way of You paying for Our services, please just let Us know and we can go through each in much more detail with You.

THE TRADITIONAL WAY – PAY BY THE HOUR

Solicitors historically used to charge clients based on you paying an hourly rate whether you won or lost the case. We would always be happy to discuss acting for You on that basis if You wished Us to do so, but We find most clients likely to say: “I don’t mind paying you a fee if I win, but I don’t want to pay anything at all if I lose”. That is how ‘No Win No Fee’ agreements came to be used so widely so that, these days, paying on an hourly rate, win or lose, feels very much



like a thing of the past for the type of claims We pursue for clients. In the modern legal world, the Solicitors and clients seem to favour using some form of No Win No Fee agreement.

A potential positive in acting on this hourly rate basis is if a claim is won quickly before many hours have been worked on the claim by Us, You may end up paying less than if You were paying on some other basis. The risk is that You would be liable to pay for those hours worked whether You won or lost.

With the agreement of your opponent or upon issuing court proceedings, You could seek to recover some of Your costs and expenses from Your opponent and We would credit any such recoveries against our charges to You. Upon issuing court proceedings, You would carry the risk that You could be ordered to pay some or all of the costs of Your opponent. This could be if You lost the claim or won but did not beat an offer your opponent has made along the way. It is possible to obtain insurance to cover such liabilities, but the premium would usually have to be paid by You and cannot be recovered from your opponent even if You win Your case. Such insurance premiums can be expensive.

FIXED FEE AGREEMENT

A fixed fee arrangement as the name suggests is one where We charge You a fixed fee for acting on a claim which would be payable whether You win or lose the claim. This is not generally attractive to clients as if You lost your case, You would still have to pay us Our fixed fee.

With the agreement of Your opponent or upon issuing court proceedings, You could seek to recover some of Your costs and expenses from Your opponent and We would credit any such recoveries against Our charges to You. Upon issuing court proceedings, You would carry the risk that You could be ordered to pay some or all of the costs of Your opponent. This could be if You lost the claim or won but did not beat an offer Your opponent has made along the way. It is possible to obtain insurance to cover such liabilities, but the premium would usually have to be paid by You and cannot be recovered from Your opponent even if you win your case. Such insurance premiums can be expensive.

DAMAGES-BASED AGREEMENT

This is how We propose working for You when acting for You on Your Claim(s). It is a form of No Win No Fee Agreement.



It is one fee agreement coupled with schedules containing required consumer information and Our standard terms of business which We will ask You to sign, and this agreement can be used for any action We take, before or after the issue of any court proceedings.

If We win a claim, We charge you a percentage fee based upon what damages We recover for You on that claim.

A positive is that no matter how much work We do on a particular claim, We only charge a fixed percentage of what You recover, if We win that particular claim. If We lose a particular claim, We do not make any charge to You at all on that claim so long as You have complied with the Agreement.

Please note the circumstances where You can become liable to pay Our time costs and expenses as set out in the Agreement.

A potential downside is that if We win a case early on in the process and We have not carried out much work for You, We would still be entitled to the full percentage fee.

With the agreement of Your opponent, or upon issuing court proceedings, You can seek to recover some of Your costs and expenses attributable to the court or other action and We would credit any such recovery against our charge to You.

On issue of such court proceedings, You would carry the risk that You could be ordered to pay some or all of the costs of Your opponent. This could be if You lost the claim or won but did not beat an offer Your opponent has made along the way. It is possible to obtain insurance to cover such liabilities, but the premium would usually have to be paid by You and cannot be recovered from Your opponent even if You win Your case. Such insurance premiums can be expensive.

CONTINGENCY FEE AGREEMENT

This is very similar to the Damages-Based Agreement but cannot be used for any form of court proceedings. The potential positives and down sides are similar to those where a Damages-Based Agreement is used for claims which settle without the need for court action in the sense that it is percentage based on the damages recovered. We prefer to act on a Damages-Based Agreement as it enables Us to issue court action in claims where court



action is permitted and ultimately Your preferred route without having to enter into a fresh agreement with You at that stage.

CONDITIONAL FEE AGREEMENT

This is another form of No Win No Fee Agreement. We would charge You by the hour and are entitled to those hourly rate costs together with a success fee percentage on Our hourly rate costs if We win any claim. The success fee can be up to a maximum of 100% of the hourly rate costs, and so could potentially double Your costs liability to Us.

If We lose any claim, We would not make any charge to You at all in respect of that claim, save as would be set out in such Conditional Fee Agreement.

A potential positive is that if a claim settles early, the hours worked, and the success fee percentage may work out less than the percentage charge We would charge You under a Damages- Based Agreement. The risk is that We could end up doing a substantial number of hours work which, with the success fee percentage on any win, could mean, subject to the way in which the fee cap works as explained the pre-contract information, a much larger part of your damages is taken by Us in costs than the fixed percentage charge under a Damages- Based Agreement.

With the agreement of your opponent, or upon issuing proceedings, You can seek to recover some of your costs and expenses attributable to the court action from Your opponent and We would credit any such recovery against our charge to You. However, You cannot recover the success fee element of our costs and charge to You if We Win.

On issue of such court proceedings, You would carry the risk that You could be ordered to pay some or all of the costs of your opponent. This could be if You lost the claim or won but did not beat an offer Your opponent has made along the way. It is possible to obtain insurance to cover such liabilities, but the premium would usually have to be paid by You and cannot be recovered from Your opponent even if You win your case. Such insurance premiums can be expensive.



Schedule 6 - LST Solicitors Standard Terms of Business

STANDARD TERMS OF BUSINESS

This Schedule to this Agreement provides You with the additional standard terms under which We propose to act on Your behalf. It is intended and agreed that these Terms and this Damages-Based Agreement and other Schedules in the Client Pack are to be legally binding between You and Us.

The following are definitions of words used in these Terms:

“Claim” or “Claims” means any Claim or Claims covered by this Agreement.

“Client Pack” means the Damages-Based Agreement (with Schedules).

“damages” means the money or compensation amount which represents the Recovered Sum on any given Claim under this Agreement.

“Fee” means the Agreed Percentage or any other sum due from You to Us in respect of Our legal charges in acting on Your behalf as permitted by The Damages-Based Agreements Regulations 2013 and as set out in this Agreement.

“FOS” means the Financial Ombudsman Service.

“Letter of Authority” means a document that an opponent, or any other third party may require, in order for Us to obtain information to evaluate any potential Claim.

“Liability Cap” means £3,000,000.00.

“opponent” means any Defendant as defined and covered by this Agreement.

“SRA” means Our regulator, the Solicitors Regulation Authority.

“Terms” means the terms set out in these Standard Terms of Business.

“We” “Us” “Our” means LST Solicitors as a trading style of Legal Services Today Limited who are authorised and regulated by the Solicitors Regulation Authority and are the Representative under this Damages-Based Agreement.

“You” “Yourself” “Your” means You as the client of Legal Services Today Limited and the Client under this Damages-Based Agreement.



1. General Client Care

We try to avoid legal jargon wherever possible but fully understand that documents like these can appear complex and confusing. We want You to feel totally at ease with how We will act for You. If You need clarity or an explanation of anything in this Damages-Based Agreement, please just ask. Where these Terms contradict this Damages-Based Agreement and other Schedules, the terms of the Damages-Based Agreement and other Schedules shall prevail.

2. Your Solicitor Team and Service Levels

2.1 Your case has been assigned to the Car Finance Claims Team here at LST Solicitors. This team is supervised and managed by Damian Allison who is a Solicitor of the Senior Courts and Head of Legal Services. Damian has a wealth of experience in the handling of consumer claims having qualified and practised as a Solicitor for over 30 years. The team will be assisting Damian in the handling of Your Claim(s). The team as a whole have particular skill sets relevant to the handling of Your Claim(s) mis-selling claims. They provide technical and administrative support to Damian and act as an immediate point of contact between You and Us. A member of the team will be assigned internally as Your Case Manager. We do not expect to change the people who will deal with Your Claim or Claims but if that should occur, We will notify You and explain the reasons why.

- 2.1.** We will obviously keep all case law changes under review and let You know of any change in the prospects of Your Claim or Claims being successful on an ongoing basis throughout the provision of Our services.
- 2.2.** We aim in all but exceptional circumstances to return any telephone call You make to Us within two working days.
- 2.3.** We also aim to respond to any email or other communication from You within three working days.
- 2.4.** You will understand that exceptional circumstances can arise such as holidays and unforeseen absence. If You have not heard from Us within those timescales or if Your communication requires urgent attention, please just send an email to: info@lstsolicitors.co.uk
- 2.5.** Assuming that your Claim or Claims proceed smoothly, We hope to complete Our work within 10 months of commencing work on any individual Claim. We will keep this estimate under regular review and can update You at any time on Your request. You will understand that there are a lot of factors which come into play when estimating how long Your Claim(s) will take to complete, not least when We



are reliant upon all parties to any Claim providing timely responses to Our requests for information and documentation. We are also subject to the speed in which any forum deciding any Claim acts within reasonable time frames.

- 2.6.** We will investigate what Claims You may have and then proceed with the submission of such Claims. Our current advice is to pursue a complaint to the Lender of the Car Finance and in the absence of settlement, proceed to FOS or via any redress scheme set up by the Financial Conduct Authority if indeed such a scheme is launched. We will advise You of any change to that current advice and seek Your consent to adopt any other suitable course of action should one arise.
- 2.7.** We will not bombard You with general updates but will update You appropriately at key stages of each Claim. You can request an update at any time and please keep Us updated and provide Us with copies of any letters or communications that You receive directly which are in any way relevant to any Claim.
- 2.8.** We will not pay any interest to You that We earn whilst any damages money belonging to You is held in Our account where the sum earned by Us on such monies is less than £5.00. Where the interest earned by Us equals £5.00 or more, We will account to You for any such interest earned in accordance with the Accounts Rules laid down by Our regulator who is the SRA.
- 2.9.** If We receive any other financial benefit for acting for You other than our Fee due under the Damages-Based Agreement, We will always comply with Our obligations under the SRA Codes of Conduct in relation to such financial benefits We may, or do receive.

3. Charges and Expenses

- 3.1.** We are acting for You under a Damages-Based Agreement as contained in this Client Pack. Please refer to the actual Damages-Based Agreement and other Schedules in this Client Pack for the full terms of charges under this Damages-Based Agreement.
- 3.2.** You agree that in relation to any Claim under the Damages-Based Agreement, We may nominate the appropriate bank account (including Our Client Account used for banking Client recoveries) to which any damages or any costs and expenses recovered from any opponent shall be and are paid. You also agree that any sums We receive in respect of any Claim or Claims You have under this Damages-Based Agreement in Your name and on Your behalf can be banked by Us. Once banked, We will raise an invoice for Our Fee and send this to You. We will then deduct Our Fee from the damages money We hold and the balance of the damages money We hold, is then remitted to You within three working days of Our receipt.



- 3.3.** Please note that when We conduct a successful Claim on Your behalf, issues as to the make-up of the damages received and the tax treatment of such items within the sum of damages may arise. You may need HMRC guidance and/or Accountant assistance to determine how such tax implications need to be accommodated. Any amount You receive may also have an impact on any Benefit Income You receive. We cannot advise You on such matters and You will need to seek separate advice on such matters.
- 3.4.** If Our Fee is not paid by You in accordance with this Damages-Based Agreement, We can seek to claim statutory interest on the balance outstanding before and after any court judgment is obtained by issuing court proceedings to recover such debt. If We are forced to issue court proceedings for recovery, We will ask the court to also award Our recovery costs and expenses (e.g., court fees) in addition to the Fee due from You to Us under this Damages-Based Agreement and interest.

4. What services have You asked Us to provide to You?

- 4.1.** We have been asked to assist You by pursuing on your behalf, any Car Finance Claim which is covered by and defined in this Agreement.
- 4.2.** We believe a major key to Our being successful in achieving an offer or award of damages for You is for Us both to fully commit to the partnership of working together for that common aim. Where We believe that there are good prospects of establishing a Claim on any ground, We will advance the Claim on Your behalf against an opponent.
- 4.3.** It is agreed that the scope of Our services shall be limited to making a Claim or Claims covered by the terms of this Damages-Based Agreement. We do not as a firm conduct Legal Aid work. The areas for which Legal Aid can be obtained are restricted but if You wish to investigate this, You can cut and paste this link into your web browser: <https://www.gov.uk/legal-aid>. Please let us know if the link does not work. You may also wish to see what help can be obtained from the free sector such as Your local Citizens Advice Bureau.
- 4.4.** We propose acting for You under a Damages-Based Agreement but have set out in Schedule 5 to this Agreement, an explanation of the different ways in which our costs for legal services can be funded. If You wish Us to look at acting for You on any such alternative basis or provide an example outcome as We have done for Us acting on the Damages-Based Agreement in this Client Pack, please just let Us know and We will happily consider this with You and provide any examples. In addition:



- a) You should also check whether You have any form of Legal Expense Insurance which could pay Our Fee for acting for You. You have not disclosed any such Insurance to date.
- b) You should check whether any Trade Union Membership may cover Our Fee for pursuing any Claim. You have not disclosed any such Trade Union Membership to date.
- c) A third party may agree to fund Your Claim. We are not aware of any such third-party funder at present.

We remain willing to explore all options with You.

- 4.5.** Tax advice is not included within Our services to You and We will assume that You will seek any such required advice from an Accountant. We are not authorised to provide tax or financial services advice. Our advice is limited to legal advice in pursuing the Claim or Claims We pursue for You under this Agreement.
- 4.6.** This service is to provide legal services to You only. No third party can or should rely upon any legal advice provided to You and should always take their own independent legal advice. For the avoidance of doubt and save where expressly provided to the contrary in these Terms, a person who is not a party to this Damages-Based Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 4.7.** All Our employees have email addresses. Unless otherwise directed by You, We may correspond by email. Our email is not encrypted. You and Us agree to accept the risks of using email, including but not limited to the risks of viruses, interception, and unauthorised access. You and Us agree to use reasonable procedures to check for commonly known viruses in information sent and received electronically, but recognise that such procedures cannot be a guarantee that transmissions will be virus free. If You do not wish Us to send confidential information by email, please notify Us in advance and in writing.
- 4.8.** We will often send You messages through mediums such as mobile telephone text messaging and You agree to Our doing so.
- 4.9.** We may need to refer You to a third party for advice. If You wish Us to make such a referral, We will comply with the SRA Codes of Conduct in respect of any such referral to the third party. It is agreed between You and Us that We do not assume any duty of care or have any liability of any kind to You for the recommendation of such third party or any liability of any kind for the advice You receive from such third party. You will carry out Your own due diligence so as to establish whether any party We refer You to, will be suitable for Your needs and circumstances.

5. Your Authority to Us



- 5.1.** In addition to the Letter(s) of Authority You have agreed to provide or have provided to Us, by agreeing to Us acting on Your behalf, You expressly give Us authority:
- a) to take all steps that We consider reasonable in the conduct of Your Claim or Claims.
 - b) to publicise any Claim at Our discretion in any form of media, details of the outcome of any Claim, without first seeking your authority to do so, but not to link your name to such Claim outcome without your permission to do so.
 - c) to receive all damages or other monies payable to You by third parties in respect of any Claim (including but not limited to cheques drawn in Our favour or any other means of payment).
 - d) to engage the services of third parties to provide administrative, regulatory, legal and claims assistance and actuarial evidence to calculate Your losses (where necessary) and to support Us in the prosecution of any Claim.
 - e) to engage the services of a barrister where We deem this necessary in the delivery of Our legal services to You.
 - f) to keep Your documents and file in electronic format only.
 - g) to deliver any bill (receipted or otherwise) for Our Fee or any other charges and disbursements to You using electronic communication by sending such bill to You by e-mail to the e-mail address to which this Client Pack has been sent. You may notify Us of any change of contact e-mail address and may withdraw Your consent to delivery of any bill by email at any time prior to delivery by providing Us with notice in writing to that effect. You agree that it shall be sufficient for the bill to simply set out in the body of the bill, how Our Fee is calculated, and You do not require any other information in order for Us to satisfy the delivery of a bill by email requirements set out in s.69 of the Solicitors Act 1974.
 - h) to deduct Our Fee and any expenses due from You to Us on any Claim under this Damages-Based Agreement in so far as We are permitted to do so by the Damages-Based Agreements Regulations 2013, from any damages money we hold on Your behalf.

6. Client Due Diligence and Conflicts of Interest

- 6.1.** We are required under our regulatory code of conduct to identify You as a client.
- 6.2.** There may be additional requirements under Money Laundering Regulations (where they apply, or we decide to apply them) or other legislation to obtain proof of identity and address from You. If such need should arise, You agree to co-operate with any such requests.



- 6.3.** Any sum We send to You will be by bank transfer to Your UK Bank account or by cheque to You in person. We will not pay such sum to a third-party account or to an account overseas. We follow strict rules on how We transfer funds to protect such funds and ensure that it reaches Your account safely.
- 6.4.** We have procedures designed to prevent Our acting for one client in a matter where there is or could be a conflict with the interests of another client for whom We are acting or may have previously been acting. If You are aware, or become aware of a possible conflict of this type please raise it immediately with Us. If a conflict of this nature arises, then it will be up to Us, taking account of legal constraints, professional rules and Your and the other client's interests and wishes, to decide whether We should continue to act for both parties, for one only, or for neither and whether written permission is required to enable Us to continue to act. If permission is required, We will contact You.

7. Equality and Diversity

- 7.1.** We are committed to promoting equality and diversity in all aspects of Our Practice. Please contact us if You would like a copy of Our Equality and Diversity Policy.

8. Our Regulatory Status and Communication between You and Us

- 8.1.** Our legal services to You are regulated by the SRA. Our Authorisation number is noted on Our stationery. The detailed professional rules that apply to Us can be found on the SRA website at: www.sra.org.uk
- 8.2.** We want to give You the best possible service. However, if at any point You become unhappy or concerned about the service We have provided, You should inform Us immediately, so that We can do Our best to resolve the problem.
- 8.3.** In the first instance it may be helpful to contact the person who is designated as Your Case Manager on Your Claim(s) to discuss Your concerns and We will do Our best to resolve any issues at this stage. Making a complaint will not affect how We handle Your Claim or Claims.
- 8.4.** In the unlikely event that You remain dissatisfied with the legal service provided by Us including any issues around costs, We operate a written complaints procedure, which is available upon request. Please direct any such concern or complaint to the following email address: cancellations@lstsolicitors.co.uk
- 8.5.** The SRA can help You if You are concerned about Our behaviour. This could be for things like dishonesty, or treating You unfairly because of Your age, a disability or other characteristic.



- 8.6.** If You believe that You are vulnerable in any way, please make Us aware of such vulnerability at the outset and We will seek to accommodate this in how We deliver Our services to You.
- 8.7.** We have 8 weeks to consider Your complaint. If for any reason We are unable to resolve the problem between You and Us within that timeframe, then You may ask the Legal Ombudsman to consider Your complaint. Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of Your having received a final written response from Us about Your complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which You are complaining occurring, or within one year when You should have known about or become aware that there were grounds for complaint. We may in our absolute discretion deem that it is inappropriate for Us to continue acting for You whilst a complaint is pending.
- 8.8.** Before accepting a complaint for investigation, the Legal Ombudsman will check that You have tried to resolve Your complaint with Us first.
- 8.9.** For further information, the contact details of the Legal Ombudsman are:
Visit: www.legalombudsman.org.uk
Call: 0300 555 0333 between 9am to 5pm.
Email: enquiries@legalombudsman.org.uk
Legal Ombudsman, PO Box 6167, Slough. SL1 0EH
- 8.10.** We are professionally obliged to confirm that We may charge interest on any unpaid bill and that You may have the right to object to Our bill and/or have Our bill for costs assessed by the court.

9. Termination

- 9.1.** You have a statutory “cooling off” period of 14 days referred to in Schedule 1 of this Agreement.
- 9.2.** Once the cooling off period has expired, this Agreement sets out the right We and You have to terminate this Agreement subject to the liability for costs which may arise as a result of such termination as set out in this Agreement.
- 9.3.** We will always consider with You whether any likely outcome does not justify the risk and costs associated with any Claim.

10. Confidentiality

- 10.1.** We have a duty of confidentiality to You that ensures all information relevant to Your matter is kept confidential.



- 10.2.** In common with many law firms, We often outsource certain support functions such as information technology; telephone; internet management; administrative, secretarial; legal and claims processing work.
- 10.3.** We may need to instruct a barrister or other expert such as an actuary to value any Claim which would necessarily involve disclosure of the information on Your file.
- 10.4.** We may be obliged to engage independent accountants to report to the SRA annually on Our compliance with all Accounts Rules and any funders of the firm may wish to carry out audits on the Practice. They may select Your file on a random basis to carry out appropriate financial checks.
- 10.5.** The law or regulatory rules may require Us to disclose information from Your file such as where We are legally required by a government department; police; public body, the FOS, court or other adjudicating body or scheme, to provide information or documents from Your file.
- 10.6.** Our Regulator may wish to look at Our files as part of their regulatory monitoring functions to ensure We are acting in accordance with Our regulatory rules.
- 10.7.** We may need to disclose Your file or files, any information We hold or know about You, or the services We are providing to You to any actual or prospective professional indemnity insurers, prospective or actual funders, brokers; or advisers and any auditors or risk managers they appoint.
- 10.8.** We may need to disclose details about Your Claim or Claims to an Introducer of You as a client, so as to enable them to know when any fee due to them may arise.
- 10.9.** We must therefore ask You to allow Us to disclose details of Your file when such instances set out in this clause 10 arise. To simplify the consent and waiver procedure, Our continuing to act in this matter shall be Your acceptance and waiver of the duty of confidentiality in such situations.

11. Data Protection

- 11.1.** We will comply with all current and applicable Data Protection legislation in providing Our legal services to You as set out in [Our Privacy Policy](#) which can be accessed by cutting and pasting the following link into your web browser:
<https://lstsolicitors.co.uk/privacy/policy> <https://moneyandmesolicitors.co.uk/privacy-policy/>
Please let us know if this link does not work.

12. Professional Indemnity Insurance

- 12.1.** As a professional law firm and Solicitors Practice, We are required to carry compulsory Professional Indemnity Insurance cover of at least £3,000,000.00 in



respect of any one claim. Details of Our current insurer and cover can be obtained by sending an email to: info@lstsolicitors.co.uk

13. Provision of Services Regulations 2009

- 13.1.** As a service provider, We are obliged to inform You as to how We propose to make available certain important information relevant to Our contractual relationship such as:
- a) Our VAT registration Number.
 - b) Details as to Our Professional Indemnity Insurance provider.
 - c) Details as to how to access Our professional rules regulating how We conduct Our business with You.
 - d) Details of Our complaint's resolution procedures.
- 13.2.** We confirm that such required information is either included in this Client Pack, is on Our stationery where appropriate, or is readily available upon request.
- 13.3.** Your rights to cancel the Damages-Based Agreement between You and Us during the 14-day cooling off period are set out in Schedule 1 to this Agreement.

14. Fee Sharing Arrangements

- 14.1.** We share Our Fee We charge on a successful Claim with third parties who provide services to Us at various stages of the claims process such as marketing, technical, legal and claims management support services. The fees will be based upon the services they provide to Us.
- 14.2.** We may also pay out up to 35% of Our Fee to parties who introduce clients such as Yourself to Us. We are happy to do so as We treat this as a commercial cost to Our business in much the same way as Our costs for advertising, direct marketing and communication. It is important to stress that the involvement of an Introducer will not in any way influence what We charge as Our Fee for handling any given Claim.
- 14.3.** We will always remain independent in Our advice to You and will never allow any fee sharing arrangement to have any effect upon how We manage your Claim, or indeed, the professional judgment or advice We provide to You. We will always seek to act in Your best interests at all times.

15. Storage of papers and documents

- 15.1.** In the course of providing Our services to You, We may acquire and originate a range of documentation. According to its nature, this documentation is either Your



property or belongs to Us. We do not segregate such documentation according to legal ownership.

- 15.2.** Your file is stored electronically only. We aim to be a paperless office and so You agree that once any document of any kind is received and scanned, We may securely destroy the original, save where We need to retain this until completion of Our services under this Damages-Based Agreement; at which point, it will be securely destroyed.
- 15.3.** After completing the work on Your behalf, We would then proceed to close and archive Your file. We are required to retain the electronic record of Your file for a period of at least 6 years from completion. It is agreed between You and Us as part of these Terms that once 6 years have passed from completion of this Damages-Based Agreement, We may then destroy such electronic record. We will not destroy any document You ask Us to deposit in safe custody or indeed any document You ask Us to return to You before completion of Your matter. You should never send to Us an original document. Instead, You should send Us a copy which will be destroyed once stored electronically. If We retrieve papers and documents (in whatever format) from storage, We will not normally charge for such retrieval. However, We reserve the right to make a charge based upon the time spent producing stored papers or documents to You or another at Your request and any consequential work involved.

16. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- 16.1.** Schedule 1 to this Damages-Based Agreement sets out required cancellation information and provides a model Cancellation Notice you can use in the 14-day cooling off period to exercise your right to cancel this Damages-Based Agreement between You and Us.
- 16.2.** Schedule 2 to this Damages-Based Agreement sets out further information required to comply with such Consumer Regulations.

17. Limitations of Liability

- 17.1.** Your Damages-Based Agreement contract is solely with Legal Services Today Limited Limited, which is a Limited Liability Company, and no Director, Consultant or Employee of Legal Services Today Limited assumes, or will assume, any personal liability for the conduct of the work You instruct Us to carry out. To the extent permitted by law, no Director, Consultant or Employee of Legal Services Today Limited shall have any personal liability. You and We intend that this clause is for



the benefit of and shall be enforceable by any Director, Consultant or Employee under the Contracts (Rights of Third Parties) Act 1999.

- 17.2.** You agree that Our maximum liability for any mistake including interest is limited to the Liability Cap. Such Liability Cap shall apply to:
- i. any claim arising from an act or omission or a series of acts or omissions.
 - ii. any claim arising from the same or similar acts or omissions in a series of related matters or transactions.
 - iii. all claims arising from one matter; transaction or assignment.
- 17.3.** We shall not be liable for any indirect or consequential loss or loss of anticipated profit or other benefit where the total liability together with any other liability exceeds the Liability Cap.
- 17.4.** We shall not be liable for any loss arising from or connected with, Our compliance with any statutory obligation which We may have, or reasonably believe We may have, to report matters to the relevant authorities under the provisions of the Money Laundering legislation.
- 17.5.** We believe the limitations on Our liability set out in this clause are a reasonable amount having regard to Our assessment of:
- i. the amount of any likely liability to You if We make a mistake; and
 - ii. the availability and costs of professional indemnity insurance; and
 - iii. possible changes in the future availability and cost of insurance and solvency of insurers.
- 17.6.** These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if Our mistake causes death or personal injury. Nothing in this clause 17 affects your statutory rights in any way.

18. Insurance Mediation

- 18.1.** We are not authorised by the Financial Conduct Authority. However, before We conduct any form of Insurance Mediation, We must be included on the register maintained by the Financial Conduct Authority so that We may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts such as After the Event Insurance. This part of Our business, including arrangements for complaints or redress if something goes wrong, will still be regulated by the SRA once We are registered. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk.
- 18.2.** The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent complaints-handling body. If You are unhappy with any Insurance



Mediation activity, You should raise a complaint with Us in accordance with the firm's complaints procedure.

19. Fraud and Cybercrime Prevention

19.1 Fraudsters are targeting solicitors' firms by sending bogus emails or letters informing people that the firm's bank details have changed and asking for payment to be made to their bank account rather than that of the firm. If You receive any communication by email, letter or phone that appears to come from Us, providing different bank details to the ones supplied by Us or indicating a change in our bank details, please contact us immediately via any normal telephone number that you would use for us. DO NOT reply to the email/letter or act on any information contained in it. Please note that we will not accept responsibility for any losses incurred by you for payments to fraudulent third parties.

Consent to Act.

- I confirm that I have read the pre-contract information provided by Legal Services Today Limited before entry into this Agreement and understand the contents. It is intended that this shall be my confirmation of receipt of such information before I am asked to sign this Agreement.
- Having considered all the options of the different ways of paying for legal services and pursuing a claim myself without any charge from a representative, I wish Legal Services Today Limited to act for me as the client on the form of no win no fee basis of this Damages-Based Agreement contained in this Client Pack.
- I have not previously pursued any claim for Car Finance against any opponent or instructed another representative to do so.
- I have not previously been subject to Bankruptcy or an IVA. I understand you need to know this as my right to make a Claim may be restricted with any proceeds having to be paid to the party managing such Insolvency.
- I therefore would like to instruct Legal Services Today Limited to act on my behalf under the terms of this Damages-based Agreement and provide my informed consent for Legal Services Today Limited to act on my behalf in pursuing a Claim(s) against any Defendant on the terms set out in this Damages-Based Agreement.
- I also agree and specifically consent to the representative utilising my electronic signature (with any digital certificate) or wet signature inserted below in the generic Letter of Authority, to replicate and copy as necessary in order to send to any and all third parties who require this generically signed document before they will supply you, as my representative, with information or documentation which you as my representative may require in order to pursue any potential Claim(s) that I may have under this Damages-Based Agreement.



Signature

Test client

{{agreement.dateAgreed}}

.....

.....

Signed On Behalf Of The Client

Date Signed

Name: {{title}} {{firstName}} {{lastName}}

Address: {{addressLine1}} {{city}}, {{postcode}}

{{agreement.dateAgreed}}

.....

.....

Signed by Damian P Allison

Date Signed

On behalf of Legal Services Today



Letter of Authority

I, {{craFirstName}} {{craLastName}}, residing at {{addressLine1}}, {{city}}, {{postcode}}, hereby authorise Legal Services Today Limited, SRA No. 643776, to act exclusively on my behalf in relation to my complaint and any related claim(s) concerning motor finance agreements, PCP commission arrangements, or associated financial products.

Scope of Authority

You are authorised to communicate directly with LST regarding my matter and to provide them with any and all information or documentation they request in connection with my complaint or claim.

This includes information from current or former lenders, brokers, insurers, finance companies, the Financial Ombudsman Service, credit reference agencies, and any other relevant organisation.

I authorise LST to submit, manage, and resolve my complaint(s), including correspondence, settlement discussions, and formal proceedings, where necessary.

Privacy Notice & Fees

By signing this Letter of Authority, I confirm that I have received and understood LST's Privacy Notice. I acknowledge that by instructing LST I enter into a contractual obligation to pay LST's fees as outlined in the accompanying agreement and related documents.

Data Use, Third-Party Communication & DSAR Authority

I consent to LST obtaining, holding, and processing my personal data for the purposes of pursuing my claim.

I specifically authorise LST to:

Conduct credit checks or request information from credit reference agencies.

Access, review, and use any data uncovered from third-party sources (including but not limited to credit checks) that may reveal additional personal details, such as changes of name, address history, or other identifiers.



Communicate with and obtain information from any third party that LST reasonably believes may hold relevant personal data about me, including by submitting Data Subject Access Requests (DSARs) under the Data Protection Act 2018 and UK GDPR.

Any DSAR made by LST under this authority shall be deemed to have been made by me personally, and any response should be provided directly to LST on that basis.

Use any such data obtained, whether directly from me or from third-party sources, to prepare, submit, and manage my complaint(s), even if I did not provide this information directly.

Data Retention

LST may retain all data and documents relating to my matter for as long as is necessary to comply with legal, regulatory, or professional obligations.

Commission Arrangements Declaration

I confirm that I was not made aware of any commission arrangements in connection with my motor finance agreement at the time it was taken out.

Credit Check Consent

I authorise LST to conduct a credit check and use the results to verify my finance agreement(s) and identify the correct lender(s) for my claim.

Identity Verification

I confirm that I have completed LST's required identity verification checks and that no further documents will be required from me for this purpose unless my circumstances change or further verification is legally required.

Commencement of Work

I request and consent to LST beginning work on my claim immediately, including within the statutory 14-day cancellation period. I understand that if I cancel after work has begun, I may be liable for charges as set out in the accompanying agreement.



Sharing with Instructed Experts

I authorise LST to share relevant information and documents with any barristers, expert witnesses, or agents instructed by them, where reasonably necessary to progress my claim.

Exclusive Representation

I will not instruct any other firm or claims management company to act for me in relation to this matter without LST's written consent.

Duration & Withdrawal

This authority will remain valid until my claim is concluded or I revoke it in writing. Revocation will not affect any rights or obligations accrued prior to the date of withdrawal.

Full Name: {{craTitle}} {{craFirstName}} {{craLastName}}

Current Address: {{addressLine1}}, {{city}}, {{postcode}}

Address at Time of Agreement: {{craAddressLine1}}, {{craCity}}, {{craPostcode}}

Date of Birth: {{craDateOfBirth}}

Previous Address(es): {{complaintTemplateData.addressHistory}}

Finance Agreement Number: {{complaintTemplateData.agreementNumber}}

Email: {{email}}

Complaint Reference: {{complaintTemplateData.complaintRef}}

Lender: {{craFinanceLender}}

IP Address at Time of Submission: {{clientIpAddress:default-val("")}}

Date: {{agreement.dateAgreed}}

Signature: {agreement.signature}



Name: {{title}} {{firstName}} {{lastName}}

Signature: *Test client*

Date: {{agreement.dateAgreed}}