



This is a 'Damages-Based Agreement' (**DBA**) within the meaning of section 58AA of the Courts and Legal Services Act 1990 and the Damages-Based Agreements Regulations 2013 (SI 2013/609) (**Regulations**).

This DBA is a binding legal contract between you and us, acting as your solicitors, and forms part of your PCP Claim Pack. Before you sign the PCP Claim Pack, please ensure you have read everything carefully.

You should also read the Terms of Engagement set out in the Claim Pack, which covers other key aspects of our relationship with you.

This DBA is entered into on the same date as the Engagement Letter is accepted by you and is entered into between:

You, the '**Client**': whose details are set out in the PCP Claim Pack; and

Us, the '**Solicitors**': BlueLion Law Limited, trading as BlueLion Claims, a firm of solicitors whose registered office is at The Centro Buildings, 20-23 Mandela Street, London NW1 ODU.

1. DEFINITIONS

1.1 In this DBA unless the context otherwise requires, the following words and expressions have the following meanings:

"**Act**" means the Courts and Legal Services Act 1990.

"**Business Days**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Cancellation Period**" means the period between the date on which you sign the PCP Claim Pack and the date falling 14 days after the date on which you sign the PCP Claim Pack.

"**Claim**" means your claim(s) against the Opponent for redress arising out of a motor finance agreement taken out by you with the Opponent, as more particularly identified in the PCP Claim Pack.

"**Costs**" means the total of our time spent in respect of the Claim, referred to at Clause 6.1 (**Our Charges**) of this DBA.

"**Counsel's Fees**" means any fees charged by counsel which we instruct on your behalf in relation to the Claim. For the avoidance of doubt, Counsel's Fees are not "Expenses" as defined in this DBA.

"**CFA**" means conditional fee agreement.

"**DBA**" means damages-based agreement.

"**DBA Fee**" means that part of the Recovery Amount which you agree to pay us, and which is calculated in accordance with Clause 8 (**DBA Fee**) of this DBA.

"**Engagement Letter**" means the letter sent by us to you which accompanies the PCP Claim Pack and confirms that you agree to instruct us to act solely on your behalf in relation to the Claim under this DBA.

"**Expenses**" means any expenses or disbursements, including any fee for submitting a complaint to the Financial Ombudsman Service in your behalf (save for Counsel's Fees) incurred, or to be incurred, by us on your behalf in relation to the Claim.

"**Lien**" means our right to keep all papers, documents, money or other property held on your behalf in relation to the Claim until all money due to us is paid.

"**Lose**" or "**Lose the Claim**" means a situation where you do not Win the Claim.

"**Opponent**" means the party against which you pursue the Claim, sometimes referred to as the Lender.

"**PCP Claim Pack**" means the Engagement Letter, together with the schedules to that Engagement Letter, the accompanying letter of authority, questionnaire and form of cancellation notice.

"**Proceedings**" means any formal complaint or claim before the Financial Ombudsman Service, or under any Redress

Scheme, or mediation, or steps taken in contemplation of legal proceedings or mediation, in relation to the Claim, including all forms of alternative dispute resolution.

"**Recovery Amount**" means money, damages, or other financial benefit that you recover from the Opponent, or which is paid on behalf of the Opponent, or a third party, in part or full satisfaction of the Claim, whether as a result of a Settlement, compensation payment under a Redress Scheme, a complaint to the Financial Ombudsman Service or otherwise, and shall include interest.

"**Redress Scheme**" means any form of industry-wide compensation scheme established by the Financial Conduct Authority.

"**Settlement**" means an agreement between you and the Opponent in settlement of the Claim.

"**SRA**" means the Solicitors Regulation Authority.

"**SRA CMFR**" means the SRA Claims Management Fees Rules.

"**Terms of Engagement**" means our standard Terms of Engagement which are included as Schedule 3 of the PCP Claim Pack.

"**Win**" or "**Win the Claim**" means a situation where the Claim is decided in your favour by way of a determination under a Redress Scheme or an agreement with the Opponent which results in any Recovery Amount being paid or payable to you or your agent/representative, irrespective of whether any award of costs is made in favour of you.

"**we**", "**us**", "**our**" or "**ours**" means the Solicitors.

"**you**", "**your**" or "**yours**" means the Client.

2. INTERPRETATION

In this DBA:

- 2.1 All references to a statutory provision shall be construed as including references to any statutory modification consolidation or re-enactment (whether before or after today's date) for the time being in force;
- 2.2 All statutory instruments or orders made pursuant to it;
- 2.3 Any statutory provisions of which it is a consolidation re-enactment or modification;
- 2.4 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;
- 2.5 A reference to a Clause is a reference to a clause of this DBA;
- 2.6 Clause headings are for ease of reference only and shall not affect the construction of this DBA; and
- 2.7 Obligations at any time expressed to be made or assumed by more than one person are made and are to be construed as made by all such persons jointly and by each of them severally and obligations made or assumed by an individual shall be binding on and enforceable against his personal representatives.

3. OUR RESPONSIBILITIES

3.1 We confirm that we will:

- 3.1.1 always act in your best interests, subject to our duty to the Court and our professional duties as set by the SRA;
- 3.1.2 explain to you the risks and benefits of taking any action against your Opponent;
- 3.1.3 give you our best advice about whether to accept or reject any offer of Settlement; and
- 3.1.4 give you the best information possible about the likely costs of the Claim.



4 YOUR RESPONSIBILITIES

- 4.1 You confirm that you understand the importance of giving us all the facts relating to the Claim and of being honest with us.
- 4.2 You confirm that you will provide us with all information you have, or have access to, which could help us in progressing the Claim. This may include letters, documents and e-mails related to the Claim.
- 4.3 You acknowledge that our decision to enter into this DBA is based in part on the information that you have told us about yourself and about the Claim. You agree to tell us promptly if any of the information you have provided us is no longer true and accurate in all respects.
- 4.4 You acknowledge that we will need your full co-operation in order to progress the Claim and carry out our obligations under this DBA, and you agree that:
- 4.4.1 you will provide us with instructions that will allow us to do our work properly;
- 4.4.2 you will not ask us to act in an improper or unreasonable way;
- 4.4.3 you will not deliberately mislead us;
- 4.4.4. you will review and consider our advice and, act reasonably and commercially during the Proceedings;
- 4.4.5. you will promptly, diligently, in good faith provide all information, evidence and documents required by us in order to progress the Claim and to comply with all relevant legislation;
- 4.4.6. you will consult with us before making any contact with or having any discussion or correspondence with the Opponent or its lawyers concerning any aspect of the Claim;
- 4.4.7. you will not abandon, withdraw or discontinue the Claim without our knowledge;
- 4.4.8 you will not agree a Settlement in relation to the Claim (or any part of it) independently of us and/or without our knowledge or consent;
- 4.4.9 you will co-operate generally with us in the conduct of the Claim. In the event that we are unable to contact you within a reasonable period (within 21 days of an offer being made), we may accept an offer of settlement on your behalf only where you give this limited advance authority and only if we consider acting reasonably and in your best interests that the offer is made strictly pursuant to, and calculated in accordance with, the FCA's proposed industry-wide compensation scheme, does not involve any negotiated or discretionary reduction, and does not prioritise our entitlement to fees over your interests;
- 4.4.10 you will attend any pre-arranged appointment;
- 4.4.11 you will not enter into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of damages) without our agreement;
- 4.4.12 you will not enter into any new agreement concerning the Claim that does not acknowledge the enforceability of this DBA and our rights, including, but not limited to, entering into any other damages-based agreement, or engagement with another law firm or claims management company;
- 4.4.13 you will make prompt and full disclosure in writing if you become aware of any facts relating to the merits or otherwise of the Claim which you consider, acting reasonably, may impact the progress of the Claim; and
- 4.4.14 you will respond to any attempt by us to contact you and deal promptly with requests we make for authority, information, instruction or further requests, within 10 Business Days of such a request.
- 4.5 We are required to inform you that you are obliged to ensure that all hard copy and electronic documentation that may be relevant to the Claim are to be preserved and not destroyed, and by signing this DBA you agree to fulfil this obligation.

5 WHAT IS COVERED BY THIS DBA

- 5.1 This DBA covers all work undertaken by us from the date of this DBA in relation to, or incidental to, the Claim.
- 5.2 For the avoidance of doubt, "work" includes but is not limited to work undertaken on a pre-action basis where this relates to drafting letters, legal research, negotiation or mediation, applying for redress under any Redress Scheme, submitting a complaint to the Financial Ombudsman Service, dealing with third party funding, general work in respect of this DBA or any other retainer between us or negotiation in relation to your costs.
- 5.3 If it becomes necessary to issue Court proceedings in your Claim, this DBA will automatically end unless we consider that our continuance to act under a DBA is in your best interests. In the event of automatic termination of the DBA, you will not owe us any fees under this DBA unless and until your Claim succeeds. At that point, any work we have carried out for you under this DBA will be treated as work carried out under the Conditional Fee Agreement (CFA) that we will ask you to sign at the same time. The CFA will apply retrospectively to all work we have done on your Claim, and prospectively to all further work. This ensures that your liability for our charges will be the same as if we had acted under the CFA from the outset. We will provide you with a copy of the CFA before commencing Proceedings and we will not issue Proceedings without notifying you first of this intended course of action and providing you with a 14-day cancellation period.

6 OUR CHARGES

- 6.1 If you Win the Claim, we have agreed to charge you based on a percentage of the Recovery Amount or by way of a fixed fee as explained in Clause 8 (DBA Fee). The amount you will be required to pay us is the DBA Fee. How the DBA Fee is calculated is set out and described more fully in Clause 8 (DBA Fee). So long as we can secure a Win without the need to issue Court proceedings in your Claim, we have agreed that any Expenses payable should be included in the overall DBA Fee in accordance with the SRA CMFR, and guidance issued by the SRA on what we can charge.
- 6.2 If you Lose, you will not have to pay for any work we have undertaken on your behalf. However, there are certain circumstances where you may be required to pay our Costs, and these circumstances are set out in Clause 11 (Rights to Terminate).
- 6.3 We may pay a third party for introducing the case to us but this will not affect the amount of compensation you may receive. We also work with a third party funder that will receive fees or recoveries arising from your case as set out in Clause 8.6 of this DBA. This will not affect our independence in the conduct of your Claim nor the amount you receive. Further details of the funding arrangements can be provided upon request.

7 WHAT HAPPENS IF YOU WIN THE CLAIM

- 7.1 If you Win the Claim, you will pay us:
- 7.1.1 the DBA Fee, net of any Costs and any Counsel's Fees that have been paid or are payable by the Opponent by agreement or order; and
- 7.1.2 subject to Clauses 7.2 and 7.3 below, any Expenses incurred by us, net of any amount which has been paid or is payable by the Opponent by agreement or awarded as compensation pursuant to a Redress Scheme or an award by the Financial Ombudsman Service.
- 7.2 As regards Expenses, we do not expect to incur any Expenses on your behalf as we aim to secure a Win without having to commence Court proceedings. Subject to Clause 7.4 below, and Clause 11 (Rights to Terminate) we are prepared to act for you under this DBA on the basis that Expenses will not be charged in addition to the DBA Fee in accordance with the SRA CMFR and SRA guidance on what we can charge, provided that your Claim is resolved without the need for Court proceedings to be issued.



- 7.3 If Court proceedings become necessary, and subject to Clause 11 (Rights to Terminate), we have obtained third party funding which will enable us to fund Expenses on your behalf where this is permitted and necessary. If Court proceedings are issued and you Win, we shall seek to recover your Expenses and any adverse costs from your Opponent. In the event that you lose, such costs will be covered by an after-the-event insurance policy (ATE policy), subject to any contractual exclusions by the ATE provider.
- 7.4 If Court proceedings become necessary, and we agree to continue to represent you under this DBA (subject to your consent), then if during the course of the Claim an order for costs is made in your favour (interim or otherwise), by agreement or Court order, then we may have to bring the existence of this DBA to the attention of the Court. There remains some uncertainty in law as to whether you would be permitted to enforce the payment of such costs from your Opponent until the outcome of the Claim is known. You agree that if the Court permits the recovery of an interim costs award, that you will be liable for the said interim costs and that we may apply such costs in accordance with the Court's ruling and/or alternatively on account of your liability to pay the DBA Fee and/or Expenses if you win overall.
- 7.5 For the purpose of recovering Costs, Counsels' Fees and Expenses from your Opponent, they will be the amount agreed with your Opponent and/or ordered by the Court to be payable by the Opponent or calculated in accordance with any Court order. We will seek to recover from the Opponent the Costs, Counsels' Fees and Expenses incurred in the Claim.
- 7.6 If you Win the Claim and a costs order is made in your favour, and we and the Opponent cannot agree the amount of our Costs, Counsel's Fees and Expenses the Opponent will pay to you, the Court will decide how much you can recover from the Opponent. The amount agreed or allowed by the Court will be deducted from your liability for the DBA Fee and Expenses so that you only pay the DBA Fee net of any Costs and Counsel's Fees that have been paid or are payable by the Opponent and you only pay the Expenses, net of any Expenses paid or payable by the Opponent.
- 7.7 You agree that any Recovery Amount, interim costs, interest or any other payment made by or on behalf of the Opponent, its insurer or a third party will be paid directly to us and not to you. We will then deduct any monies due to us under this DBA and transfer the balance to you.

8 DBA FEE

- 8.1 The DBA Fee represents our fixed fee for the work we undertake in acting for you and in taking a financial risk in pursuing the Claim on your behalf including the fact that the Opponent is well resourced and likely to contest your claim. The amount of the DBA Fee due to us in the event that you Win the Claim will be dependent on the Recovery Amount paid by the Opponent and will be calculated in accordance with the table below. The DBA Fee shall be a percentage of the Recovery Amount, subject to a maximum fee charge, inclusive of VAT (at the prevailing rate) as set out below:

Compensation	DBA Fee Percentage	Maximum Fee Charge (including VAT)
1 - 1,499	30%	£504
1,500 - 9,999	28%	£3,000
10,000 - 24,999	25%	£6,000
25,000 - 49,999	20%	£9,000
50,000 or above	15%	£12,000

- 8.2 The above fees are fixed by the SRA CMFR. They include Expenses. However, under the SRA CMFR, the fixed fees do not apply to any charges for 'reserved legal activities' or for activities carried on in relation to actual or potential Court proceedings where the Proceedings become necessary. Accordingly, where Court proceedings become necessary to resolve your Claim, we reserve the right, and you agree, that we have the right to terminate and/or replace this DBA with an alternative form of fee arrangement called a 'conditional fee agreement' as referred to in Clause 5.3 above, the terms of which have been agreed between us and are referred to more particularly in the Engagement Letter, unless we consider that our continuance to act under a DBA is in your best interests.
- 8.3 VAT is included in the DBA Fee. VAT is also added to our Costs, Counsel's Fees and Expenses.
- 8.4 Pursuant to regulation 3(c) of the Damages Based Agreements Regulations (2013) Regulations, this DBA must specify the reason for setting the amount of the payment at the level agreed. The reason for setting the percentage as set out at Clause 8.1 above, is that this represents a reasonable reward for the work we undertake on your behalf in respect of the Claim, taking into account:
 - 8.4.1 the risk that you Lose the Claim, whereupon we will not recover any payment for the time spent by us;
 - 8.4.2 the risk that the Opponent will raise unforeseen issues in responding to the Claim;
 - 8.4.3 that certain legal issues in the Claim are untested in the English Courts;
 - 8.4.4 the fact that the Opponent is well resourced and likely to contest your Claim;
 - 8.4.5 the factual complexity of the Claim; and
 - 8.4.6 that we are required to adhere to a fee cap imposed by the SRA.
- 8.5 You agree that if you Win the Claim, the reasons for setting the DBA Fee at the amount stated may be disclosed to the Court and any other person as required by the Court.
- 8.6 We have agreed a fee sharing arrangement with other parties whereby we have agreed to pay them part of the DBA Fee based on fees / recoveries made by us in return for it providing funding through a special purpose vehicle to assist us in providing the necessary resources to pursue claims like yours. You agree that we may share information about you and the Claim with these parties, subject always to compliance by us with any necessary data protection legislation retaining all legal professional privilege that may attach to that information. Notwithstanding this fee share arrangement, the amount of the DBA Fee payable by you will not change.
- 8.7 If your Lender makes an offer of Compensation but you still owe money under the finance agreement, your Lender may use all or part of the Compensation to reduce or clear that debt (this is called 'set-off'). You may therefore receive little or no cash payment in hand.
- 8.8 Our DBA Fee is based on the total amount of Compensation awarded to you, whether it is paid directly to you, paid to us, or applied by the Lender to reduce your outstanding balance. This is because you have still received the benefit of that Compensation. Example 1: - If you are awarded £1,000 and you have no arrears, you will receive £700 after we deduct our £300 DBA Fee (plus VAT). Example 2:- If you are awarded £1,000 and you owe your lender £800, the Lender may apply £800 towards your balance and pay £200 in cash. Our £300 DBA Fee (plus VAT) will still be due, so we will deduct £200 from the cash you receive and you will be asked to pay the balance of £100 to us directly.



- 8.9 We highlight this point so you are clear; even if you do not receive a cash payment in hand, you remain liable to pay our DBA Fee because you have had the benefit of the Compensation through reduction of your debt.
- 9 WHAT HAPPENS IF YOU LOSE THE CLAIM**
- If you Lose, you will not have to pay for any work we have undertaken on your behalf. However, there are certain circumstances where you may be required to pay our Costs, and these circumstances are set out in Clause 11 (Rights to Terminate).
- 10 EXPENSES**
- If your Claim can be resolved without the need to issue Court proceedings, and you Win, Expenses will be included in the overall DBA Fee in accordance with the SRA CMFR and SRA guidance on what we can charge. If Court proceedings become necessary to resolve your Claim, then so long as the fee cap imposed by the SRA no longer applies (subject to Clause 11 (Rights to Terminate)), you will be liable to pay us Expenses but we will look to recover these from your Opponent and we will incept appropriate ATE where this is necessary to cover your Expenses if you Lose. Accordingly, provided you comply with the terms of this, DBA you will not be required to pay us for Expenses.
- 11 RIGHTS TO TERMINATE**
- 11.1 You may terminate this DBA during the Cancellation Period by notice in writing without giving any reasons for doing so and without any liability to us unless you gave us written authority to start work on your Claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed, and disbursements and expenses incurred, prior to you communicating the decision to cancel.
- 11.2 After the Cancellation Period, if either party wishes to terminate this DBA, it must do so by giving notice in writing to the other party stating their clear reasons for doing so. If you cancel within the Cancellation Period you will owe us nothing, unless:
- 11.2.1 your Lender has made an offer of Compensation during this period. In this case, we will be entitled to charge you our DBA Fee as set out in the Terms of Engagement; or
- 11.2.2 you gave us written authority to start work on your Claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed, and disbursements and expenses incurred, which is subject to a **cap of £300** (exclusive of VAT) representing two hours' work based on our hourly rate of £150, prior to you communicating the decision to cancel; or
- 11.2.3 if we must end it because you have not complied with your responsibilities as set out in Clause 11.3 below, you agree to pay us a reasonable amount for the work which has been performed, and disbursements and expenses incurred which is subject to a **cap of £300** (exclusive of VAT) representing two hours' work based on our hourly rate of £150. This capped fee is a genuine pre-estimate of the costs we incur in opening your file, conducting initial investigations, carrying out regulatory checks, and dealing with the Opponent during the early stages of your Claim. We consider this amount to be a fair reflection of the work done up to that point. In any event, we will send you an itemised invoice setting out the work we have carried out. If you dispute the fairness or reasonableness of this charge, you may apply to the Court for an independent assessment under section 70 of the Solicitors Act 1974.
- 11.3 In the event that:
- 11.3.1 you have failed to act reasonably;
- 11.3.2 you have failed to comply with your responsibilities or obligations as referred to in this DBA or the Engagement Letter;
- 11.3.3 you have rejected our opinion or advice about making or accepting an offer of Settlement;
- 11.3.4 we receive new information which causes us to consider that you are unlikely to Win the Claim;
- 11.3.5 it becomes necessary to issue Court proceedings in your Claim;
- 11.3.6 you become insolvent; or
- 11.3.7 you die and we decide to withdraw our services and terminate this DBA, then we may, at our discretion, require you to pay our Costs and any outstanding Expenses for the work carried out to the date of termination. If, following our termination of this DBA, you go on to Win the Claim, we may also, at our discretion, require you to pay us the DBA Fee. We will give credit against the DBA Fee for any Costs, and where relevant, Expenses, and Counsel's Fees paid by you under this DBA. You must notify us immediately in writing of any monies received and give irrecoverable instructions to any new solicitors to hold the DBA Fee on trust for us in a designated client account and to give us confirmation of the same. Where we terminate this DBA because it becomes necessary to issue Court proceedings in your Claim, we may replace this DBA with alternative form of fee arrangement called a 'conditional fee agreement' as set out in Clause 5.3 above, the terms of which have been agreed between us and are referred to more particularly in the Engagement Letter. In such a situation, the terms of that conditional fee agreement will govern the basis upon which we shall act for you in relation to the Claim.
- 11.4 You are free to terminate this DBA at any time. If you decide to terminate this DBA then, subject to Clause 11.5 below, you will be liable to pay immediately:
- 11.4.1 all Expenses incurred by us as at the date of termination;
- 11.4.2 any Counsel's Fees incurred by us as at the date of termination;
- 11.4.3 our Costs for the work carried out to the date of termination, calculated in accordance with Clause 6 (Our Charges), subject to a cap of £300 (exclusive of VAT) representing two hours' work based on our hourly rate of £150.
- 11.5 If, following termination by you of this DBA under Clause 11.4 above, you continue the Claim either in person or by instructing another law firm or claims management company (CMC):
- 11.5.1 you agree to keep us regularly informed of the progress of the Claim and you irrevocably agree to instruct any new solicitor or CMC to provide us with regular updates;
- 11.5.2 if you go on to Win the Claim, you will be liable to pay the DBA Fee, and on payment of the DBA Fee to us we will credit against the DBA Fee any Costs and Counsel's Fees, and where relevant, Expenses, paid by you pursuant to Clause 11.4 above and return any balance back to you; and
- 11.5.3 you must notify us immediately in writing of any monies received and give irrecoverable instructions to any new solicitors to hold the DBA Fee on trust for us in a designated client account and to give us confirmation of the same.
- 11.6 After this DBA 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.
- 11.7 We have the right to preserve our Lien unless another solicitor working for you undertakes to pay us what we are owed including the DBA Fee if you Win the Claim.



12 ASSIGNMENT

You agree that we (including any third party funder as referred to in Clause 8.6 above) may assign the benefit of this DBA, and the benefit of the Engagement Letter together with any other rights created between us, to any third party law firm and you consent for us to do the same. This does not affect your rights as the Client and this will not be on any more onerous terms to you. In this circumstance, you notified by us and will be given a period of 14 days to cancel. We may also subcontract all rights under this DBA to others. This DBA is personal to you and is not assignable by you except by your personal representatives.

13 COUNTERPARTS

This DBA may be signed in a number of counterparts and shall come into force once each party has signed such a counterpart in identical form and exchanged the same with the other party.

14 SEVERABILITY

- 14.1 If any Court or administrative body of competent jurisdiction including any new regulations or laws relating to damages-based agreements (which come into force after the date of this DBA) consider or result in any term or provision in this DBA, in whole or in part, to any extent, to be illegal, invalid or unenforceable, that term or provision or part shall, to that extent, be deemed not to form part of this DBA and the enforceability of the remainder of this DBA shall not be affected which shall remain in full force and effect.
- 14.2 If any term or provision of this DBA is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 14.3 The parties agree, in the circumstances referred to in Clause 14.1 above, to attempt to substitute or enter into a similar agreement (under the same or similar terms) for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or

unenforceable provision.

15 RIGHT TO APPLY FOR AN ASSESSMENT

- 15.1 As set out above, you may have the right to an assessment by the Court of the amount of the DBA Fee which is payable by you under this DBA, by making an application under section 70 of the Solicitors Act 1974. There are time limits for that application, including an absolute right to assessment if you apply to the Court within one month of delivery to you of the bill and a gradual reduction of the right the longer it is left thereafter.
- 15.2 We will inform you about any rights to assessment if asked. You are of course welcome to seek advice from another law firm about this, but such advice is beyond the scope of this DBA.

16 ENFORCEMENT

If your Opponent in the Claim fails to pay any of the damages and/or costs owed to you, we have the right to take recovery action in your name to enforce any judgment, order or agreement. The terms of the DBA do not apply to such work unless, in our discretion, we agree otherwise. We will agree separate remuneration terms with you in respect of this work should that be necessary.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This DBA and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this DBA or its subject matter.

I confirm that we have read, understood and accept the terms of this Agreement.

Signed by the Client

Your Signature: <input type="text"/>	Name: <input type="text"/>	Date: <input type="text"/>
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Signed by BlueLion Law Limited

Negar Yazdani
Managing Partner



You have the right to cancel your agreement with us free of charge within 14 days following the date on which you provide your signature to us (Cancellation Period) without giving any reason.

If you cancel within the Cancellation Period: You will owe us nothing, unless (a) your lender has made an offer of compensation during this period. In this case, we will be entitled to charge you our DBA Fee as set out in the Terms of Engagement or (b) you gave us written authority to start work on your claim before the Cancellation Period ends. In this case, we will have the right to charge you a reasonable amount for the work which has been performed as set out in the DBA, and any disbursements and expenses incurred, prior to you communicating the decision to cancel.

If you request to cancel after the Cancellation Period: Our agreement will remain in effect and our DBA Fee will remain payable for any offer of Compensation that has been made by your lender up to the date of your cancellation, or that is made by your lender after your cancellation.

Please refer to our Terms of Engagement for full details of our cancellation procedures and our DBA Fee.

If you wish to cancel our agreement, you may use the form below or send any cancellation notice in a clear statement to us at BlueLion Claims, The Centro Buildings, 20–23 Mandela Street, London NW1 ODU or by email to contactus@bluelionclaims.co.uk, quoting your case reference number.

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE DBA

To: BlueLion Claims, The Centro Buildings, 20–23 Mandela Street, London NW1 ODU

I hereby give notice that I wish to cancel my contract for the supply of services provided by BlueLion Law Limited as set out in the Terms of Engagement provided to me.

Your name:

Your address:

Claim reference(s):

Your signature:

Date: