

THE SIGN-UP PAGE

By signing this page you confirm that you have read, understood and agree to be legally bound by each of the following contractual documents:

1. Our Client Care Letter;
2. Our Terms of Business;
3. Letter of Authority; and
4. Our Damages-Based Agreement.

If there is any inconsistency between our Client Care Letter, Terms of Business or Letter of Authority and the Damages-Based Agreement, the terms of the Damages-Based Agreement prevail. You also confirm that you have either taken independent legal advice in relation to the above documents or you are content to proceed without independent legal advice.

In the event we do not receive written confirmation of your instructions, your continuing instructions will amount to acceptance of the terms of our Client Care Letter, Terms of Business, Letter of Authority and Damages-Based Agreement.

Signed by **Polly Blenkin** for and on behalf of **MILBERG LONDON LLP**:



PLEASE COMPLETE:

CLIENT SIGNATURE:

NAME OF CLIENT:

ADDRESS:

DATE OF AGREEMENT:

Milberg London LLP is a limited liability partnership incorporated in England and Wales (under registered number OC430853) with its registered office at Third Floor, Sutton Yard, 65 Goswell Road, London, EC1V 7EN. We are authorised and regulated by the Solicitors Regulation Authority with registration number 670230.

A list of the members (and of the non-members who are designated as partners) of Milberg London LLP is available for inspection at its registered office, Third Floor, Sutton Yard, 65 Goswell Road, London, EC1V 7EN. We use the term 'partner' to refer to a member of Milberg London LLP or to an employee or consultant with equivalent status.

A SIMPLE GUIDE TO OUR AGREEMENT WITH YOU – IN PLAIN ENGLISH!

We are sorry that the sign-up documents are so long. There's not much we can do to avoid that – it's in everyone's interests to have comprehensive terms. However, here is a summary to explain what you are signing up to. But please do read the other documents too!

1. You authorise us to take all the steps we consider appropriate to achieve the best outcome in your claim/s, including identifying the motor finance agreements which you have entered into (even the ones you have forgotten about!) and lodging a submission/s with the appropriate respondent.
2. Our agreement covers all claims we identify and pursue on your behalf. **We will charge a fee for each successful claim.**
3. You are signing a **contingent fee agreement**. Our fees are dependent on the success of your claim/s and the level of those fees is determined as a percentage of your compensation award or by reference to a maximum charge in each case. These fees are capped which means **you will always receive the majority of compensation awarded**. VAT will be payable in addition, if applicable.
4. If your claim is successful, we are paid from the compensation. If your claim is unsuccessful and you keep to the terms of the agreements, **you pay nothing**.
5. As part of identifying and assessing any claim/s, **you are consenting for soft credit checks to be undertaken via third-party Credit Reference Agencies**.
6. The respondent to your claim/s is likely to require proof that we are authorised to act on your behalf. We will provide it with a copy of your **Letter of Authority**.
7. You can make a claim to the respondent directly **free of charge and without legal representation** (which may include via the FCA-led redress scheme). However, we believe using our services will result in a more favourable outcome for you than if you were to pursue the claim/s personally.
8. You may terminate your agreement with us **at any time** but if you do so after the 14-day cooling off period **we may charge you a fair and reasonable fee** for the work undertaken on your behalf. This will never exceed £100 plus VAT.
9. We sometimes work with marketing partners who introduce clients to us, and if one of them introduced you, **we may pay them a small referral fee**, or share our fee with them, which does not affect our advice, how we run your case, or any money you may recover. These partners are not solicitors and do not provide legal advice, and **we remain fully responsible for your claim** at all times.

THIS GUIDE DOES NOT FORM PART OF THE CONTRACT BETWEEN US AND SHOULD NOT BE USED AS A SUBSTITUTE FOR A FULL REVIEW OF THE CLIENT CARE LETTER, OUR TERMS OF BUSINESS AND THE DAMAGES-BASED AGREEMENT. THE TERMS OF THE DAMAGES-BASED AGREEMENT PREVAIL OVER THIS GUIDE IN ALL CIRCUMSTANCES.

FINANCIAL SERVICES CLAIM CONFIRMATION

By agreeing to this Contract, you confirm we have informed you of, and you have understood, the following:

- You have a right to bring your claim/s yourself for free and without representation by complaining directly to your lender, via the Financial Ombudsman or the FCA-led redress scheme.
- Our fees will be subject to the relevant caps mandated by the Financial Conduct Authority and Solicitors Regulation Authority rules. We do not anticipate any charges being made outside of this framework.
- Our estimated and finalised charges and the basis for these.

STRICTLY PRIVATE & CONFIDENTIAL

Milberg London LLP

Third Floor,
Sutton Yard,
65 Goswell Road,
London,
EC1V 7EN

E: info@milberg.co.uk

<https://milberg.co.uk/>

OUR CLIENT CARE LETTER

BY EMAIL / ELECTRONICALLY

Dear Client

Motor Finance Claim

Thank you for instructing Milberg London LLP (“**we**”, “**us**” or the “**Firm**”) to act for you in connection with your motor finance claim/s (the “**Claim/s**”).

This Client Care Letter and our Damages-Based Agreement (“**DBA**”) explain the basis on which we will be acting for you. These documents, together with our Terms of Business and Letter of Authority, form the contract between us (the “**Contract**”). In accepting these terms, you are agreeing to be legally bound by these documents, including our entitlement to fees under the DBA in relation to each Claim we pursue on your behalf. If there is any inconsistency between this Client Care Letter or our Terms of Business and the DBA, the terms of the DBA prevail. Your written confirmation of our instruction and/or continuing instructions will amount to acceptance of the terms of this Contract.

We are only qualified to provide English law advice. Please note we do not advise on any tax, pension, regulatory, commercial, accounting or financial matters.

Please let us know if you have any special needs, or other requirements, so that we can make the necessary arrangements to enable us to communicate better with you.

1. Contact details and supervision

Our team of solicitors will have overall responsibility for and conduct of your Claim/s. If you have any queries or concerns about your matter, we encourage you in the first instance to email us at info@milberg.co.uk or using the contact details we provide you with from time to time.

2. Background

It is now widely accepted that a significant proportion of motor finance agreements were unfair to customers. In recent years, the Financial Conduct Authority has undertaken a detailed review of the industry and concluded that many lenders were not complying with the law or the disclosure rules that were in force when they sold loans to consumers and that this often led to additional cost for consumers.

In its Motor Finance Consumer Redress Scheme Policy Statement (the “**Policy Statement**”), the Financial Conduct Authority has confirmed the arrangements which are presumed to have been unfair to customers where there was inadequate disclosure. In particular:

- a) If the agreement contained a practice known as a discretionary commission arrangement (or “**DCA**”), which was banned by the Financial Conduct Authority in the motor finance sector in January 2021, which allowed brokers (usually car dealers) to adjust the interest rates on

financing agreements offered to customers. The higher the interest rate set, the more commission the broker received, and the higher the customer's cost of the loan.

- b) Where the commission paid is pre-set, usually as a percentage of the loan or a flat fee (these are commonly referred to as "**Fixed Commissions**"), and the commission paid was a high percentage of the total loan (equal to or greater than 39% of the total cost of credit and 10% of the amount financed).
- c) Where the broker had an existing relationship with a lender and had to give exclusive (or near exclusive) rights to that lender to provide credit (known as a tied arrangement), except where the lender can prove there were visible links between the lender, manufacturer and dealer.

There are certain exceptions to the circumstances provided above and these are detailed in the Policy Statement, which can be accessed here.

3. Scope of services

You are instructing us to investigate your motor finance agreements and seek compensation for losses you have suffered as a result. We anticipate pursuing your Claim/s via the FCA redress scheme; however, this will need to be reviewed on a regular basis, and it may be appropriate to pursue alternative dispute resolution options in due course, which we would contact you about at the time.

Our services will include:

- (a) investigating your finance history to ascertain the extent of your potential Claim/s;
- (b) assessing the eligibility of your potential Claim/s;
- (c) submitting or lodging any Claim/s with the appropriate respondent; and
- (d) assessing and managing any compensation offer received, including escalating, appealing, accepting or otherwise responding to it.

To facilitate the progression of your Claim/s, you are also agreeing to various authorisations and statements in the enclosed Letter of Authority. This includes giving your consent for credit checks to be undertaken via third-party Credit Reference Agencies. We will add your signature and populate the other identifying information listed in the table at the bottom of the Letter of Authority so this can be provided to the respondent/s as a free-standing document.

We will provide legal advice and services to you with reasonable care and skill. However, it is not possible to guarantee a particular outcome. You are one of a number of clients for whom we are acting in claims related to motor finance. Our Terms of Business set out general limitations on the scope of our services and can be viewed by visiting <https://milbergclaims.co.uk/> and navigating to the footers.

Please note that we are unable to act for you in relation to a Claim against Volkswagen Financial Services (UK) Limited if it relates to a vehicle manufactured by an entity within the VW group and fitted with an EA189 diesel engine.

4. Legal costs

Please be aware it is possible for individuals to make a motor finance claim (including via the FCA-led redress scheme) on their own behalf without the need for legal representation and free of charge.

Our charges

We have agreed to act on a contingent basis, and this is governed by the terms of the DBA.

Our fees are contingent on the success of your Claim/s and are determined as a percentage of the compensation received by you or a maximum total charge (defined as the Payment Amount in the DBA) for each Claim, whichever is lower. The levels which we charge are set out at clause 11 and in Schedule 1 of the DBA. We add VAT to the Payment Amount at the prevailing rate where applicable.

Our charges are consistent with the relevant regulatory rules designed to achieve fairness and protect consumers (this includes the Financial Conduct Authority's cap on fees charged for financial services claims and the SRA's claims management fee rules).

It is therefore not possible to give you a final amount for the cost of our service to you at this stage as this is dependent upon the level of compensation received per Claim, which will only be known at the end, however, below is an illustration to demonstrate how your matter could be priced.

Example Only: You are awarded £700 for a Claim. Expenses amounting to £10 (including VAT) have been incurred on your matter. Of the £700 awarded to you, £252 will be deducted to pay us the Payment Amount (including VAT) and a further £10 (including VAT) will be deducted to pay us the Expenses. A total charge of £262 will be deducted and £438 would be paid to you.

Expenses

There are certain expenses we may pay on your behalf, for example the expense of retaining a third-party paying agent to securely distribute compensation to you. If we incur expenses and the Claim/s is successful, these expenses will be payable by you in addition to the Payment Amount but always subject to any applicable caps.

Recovering Costs

You will not be able to recover (in addition to compensation) anything from a respondent in respect of the Payment Amount or the Expenses via the redress scheme. For completeness, however, we confirm that if you could make such a recovery this would be credited to you.

5. Funding and billing

We have entered into a funding agreement to fund the costs of pursuing the Claim/s on your behalf. The cost of the third-party funder will come out of our fees under the DBA, not your share.

We will send a bill to you at the end of the matter.

6. Risk and overall timescale

Our preliminary assessment is that there is a low risk to you in pursuing the Claim/s. This is particularly in circumstances where we are agreeing to act on a contingent basis, and it is anticipated the Claim/s will be brought without the need to resort to formal proceedings. We do not currently consider litigation to be in your best interests; this is principally because it would be a much more costly undertaking and take a number of years to resolve. We will, however, keep this under review.

Among other things, the overall timescale will depend on (i) the time that it takes the respondent to respond to any information request, (ii) the time it takes to receive a response to the Claim/s and (iii) the date of your complaint; for example, clients whose complaints are submitted before the end of the scheme's implementation period are likely to receive redress more quickly. The FCA has indicated that the process will take between 6 and 12 months.

The Supreme Court's ruling in *Johnson* and the Policy Statement have provided clarification on what claims can expect to succeed. Factors such as the size of the commission or the level of increased interest rate paid, the extent and manner of disclosure and how the commission was presented may affect the quantum and/or success of your Claim/s.

There is the possibility that, on further investigation, it becomes apparent that your Claim/s is not viable for compensation under the FCA redress scheme or alternative dispute resolution option. In those circumstances, you will not receive compensation, and you will not have to pay us anything, provided you keep to the terms of our Contract.

You can make a claim to a lender directly free of charge and without legal representation. However, we believe we will be able to obtain a more favorable outcome for you with our service, even once you take into account our fees. For example, by identifying your eligible motor finance agreements using credit history data (back to 2007) increasing your potential compensation overall.

7. Obtaining and preserving evidence

The respondent may require sufficient evidence of your claim in order to award compensation. Where possible, please try to provide us with evidence that could be vital to the success of your Claim, such as copies of any motor finance agreement(s).

Whilst formal proceedings are not currently anticipated, if the Claim/s were to become subject to such proceedings in the future then you may have to disclose documents, including electronic documents, relevant to the matter, and whether helpful or harmful to your Claim/s. You must therefore ensure that you do not destroy or delete, or allow to be destroyed or deleted, any documents that relate to your Claim/s in any way, however insignificant.

8. Cancellation and Termination

Cancellation

You have the right to cancel this Contract within 14 days without giving any reason and without incurring any charges. For expediency, we intend to start work during the 14-day cancellation period, and you agree to this, but we confirm this will not affect your right to cancel and we will not seek reimbursement of any costs incurred during this period from you in the event you cancel this contract.

Termination

After the 14-day cooling off period, you may terminate this agreement with us at any time by giving us written notice. If you do terminate, we may charge you a fair and reasonable fee for the work undertaken on your behalf. Each case will be assessed individually, in some cases we will not charge a fee, but in any case, the termination fee will never exceed £100 plus VAT. If a termination fee is charged, Milberg will explain how it has calculated the amount and this will be with reference to, among other things, our hourly rates as set out in our Terms of Business.

If, following termination, you pursue your claim elsewhere, and it's successful, Milberg may be entitled to fees in those circumstances. Please refer to clause 15 of the DBA for more details.

9. Working with our affiliates

Please see clause 17 of our Terms of Business for details regarding our affiliates.

10. Privacy and data protection

We take your privacy very seriously. Please read our Client Data Protection Statement (available on our website) as it contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

11. Prevention of money laundering and terrorist financing

We are required to get satisfactory evidence of the identity of our clients (and sometimes people affiliated with or related to them). Among other things, solicitors who deal with money and property on

behalf of their clients can be used by criminals wanting to launder money. To comply with our obligations, we need to get evidence of your identity – this is the same for all law firms.

We will search against electronic databases and public sources to verify your identity. If we cannot verify your identity via these searches, we may need to request identification documentation from you. Examples of the documents we may require to verify your identity and address include passports, utility bills and/or photo driver licenses.

12. Complaints

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 we can do our best to resolve the problem. If you would like to make a formal complaint, you can read our full complaints procedure on our website or contact us at complaints@milberg.co.uk. You may have a right to complain to the Legal Ombudsman. The time frame for doing so and full details of how to contact the Legal Ombudsman are in our Complaints Policy and Terms of Business.

13. Limit on liability

Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000, including interest and costs.

Please see our Terms of Business for an explanation of other limits on our liability to you.

14. Referral and fee sharing arrangements

We use third-party marketing affiliates to carry out advertising and client introduction activities on our behalf. These affiliates are not solicitors' practices, do not provide legal advice, and are not regulated by the Solicitors Regulation Authority. We maintain an up-to-date list of our marketing affiliates, which is available on request.

You may have been introduced to us by one of these third parties. Where this is the case, we may have paid that third party a referral fee for introducing your matter to us. The referral fee paid in respect of your matter is payable by us from our own funds. This referral fee does not increase the fees you pay, does not affect any damages you may recover, and does not influence the advice we give or the way in which we conduct your case.

Any referral or marketing arrangement we enter into does not affect our professional independence or our duty to act in your best interests at all times.

Where appropriate and strictly necessary for the administration of your matter, and subject to our obligations of confidentiality and data protection law, we may share limited information with the relevant third-party affiliate, for example to confirm that your claim has been opened or to provide high-level status updates. We will not share legal advice or confidential case strategy with any third party.

In some cases, we may also ask a third-party affiliate to provide non-legal support services in connection with your matter, such as marketing, client communications support, or administrative assistance. Any such services are provided under our direction and supervision, and responsibility for your legal work remains with us at all times.



MILBERG LONDON LLP

15. Enclosures

We enclose the Sign-up page, our simple guide, the Letter of Authority and the DBA.

Please be advised that you have a free choice of solicitor. If you wish to instruct another firm instead of us, or make the Claim/s directly yourself, please let us know.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Polly Blenkin".

Polly Blenkin
PARTNER

For and on behalf of Milberg London LLP



MILBERG LONDON LLP

WHEN YOU SIGN AND/OR AGREE TO THE SIGN-UP PAGE (ELECTRONICALLY OR OTHERWISE) YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS OF THIS CLIENT CARE LETTER

ADDRESSED TO:

Name of Respondent:

Address of Respondent:

Date:

MOTOR FINANCE CLAIM – LETTER OF AUTHORITY

I:

residing at:

have instructed Milberg London LLP (“**Milberg**”) in connection with my motor finance claim/s (the “**Claim/s**”). I hereby authorise Milberg to act on my behalf regarding my Claim/s including, but not limited to, on the following basis:

1. **Authority to act:** I authorise Milberg to act on my behalf until I either withdraw this authority or their retainer is terminated, whichever occurs first.
2. **Commencement of work:** I consent to the immediate commencement of work on my claim, acknowledging that this may occur within the 14-day cancellation period.
3. **Data retention and management:** I authorise Milberg to collect and retain all data associated with my Claim/s, whether past or present. I also give my consent for Milberg to process my data in accordance with all applicable regulations and guidelines, which may be subject to change.
4. **Third parties:** I authorise Milberg to retain the services of any third party to help manage the administration and/or assist in the pursuit of my Claim/s (including with regards to the distribution of compensation). I also authorise Milberg to share and disclose information regarding the progress of my Claim/s with these third parties, on the basis that any such arrangement is done confidentially and without any waiver of privilege.
5. **Information requests:** I give my consent for Milberg to communicate with and directly obtain information and documentation from third parties as necessary, and whether confidential or otherwise, to effectively manage or progress my Claim/s, including by submitting Data Subject Access Requests, or similar, and to request and obtain information about my identity, commercial activities and credit history. I authorise Milberg to initiate and pursue a formal complaint on my behalf with any relevant regulator should any third parties fail to comply with such requests within 30 days.
6. **Offers:** I consent Milberg to make strategic decisions on how best to progress my Claims including accepting an offer of compensation in relation to the Claim/s, as Milberg considers appropriate.
7. **Payment:** I authorise Milberg to direct any payment in respect of the Claim to be paid into an account nominated by it at the appropriate time.
8. **Outstanding Principal Balance:** I do not consent to any compensation being applied to reduce any outstanding balance on my motor finance agreement/s. I request a direct payment.
9. **Credit Check:** I consent to credit checks being conducted against me.

10. **Commission arrangement:** I confirm I was not aware of any commission arrangements involved in my motor finance agreement/s at the time it was taken out.
11. **Identity verification:** I confirm that I have undergone the necessary identity verification checks with Milberg.
12. **Exclusive representation:** I confirm that I will not henceforth instruct, and to the best of my knowledge have not instructed, another law firm or claims management company to deal with my Claim/s. To the extent that another organisation may have communicated with any third parties previously on my behalf in respect of the Claim/s, Milberg is nevertheless authorised to act on my behalf in respect of such Claim/s and I request all relevant information and documentation is provided to Milberg. I confirm I have not previously received any reimbursement or compensation in relation to the Claim/s. I understand that I had the choice to make the Claim/s directly myself.
13. **Electronic signature:** By agreeing to this letter electronically, I understand and agree that doing so certifies this document and therefore has the same effect as handwriting my signature on a physical copy of this document in accordance with the relevant legislation and regulations, including s7(1) of the Electronic Communications Act 2000 and Article 25 of Regulation (EU) No 910/2014 as applicable.

Client Signature: _____

Full name	
Previous name(s)	
Date of birth	
Current address	
Previous address(es)	
Finance agreement number(s)	
IP address at time of submission	
Date	

DAMAGES-BASED AGREEMENT

PARTIES

- (1) **MILBERG LONDON LLP** a limited liability partnership registered in England and Wales with LLP number OC430853 with its registered office at Third Floor, Sutton Yard, 65 Goswell Road, London, EC1V 7EN, hereafter referred to as “**Milberg**”, “**Solicitor**”, “**we**” or “**us**”;
- (2) You, the client, who has agreed to the terms of this agreement, the “**Client**”, “**you**” or “**your**”.

RECITALS

- (A) You may be able to claim or apply, including as part of a redress scheme, for compensation arising out of the mis-selling of a motor finance agreement.
- (B) This Agreement consists of three parts (with a schedule in addition):
 - a. ‘How we will run the Claim/s’ (Part 1). This part of the Agreement is intended primarily to explain how we will run the claim/s for you. It sets out how the claim/s will be conducted on your behalf.
 - b. ‘How we will charge you for the work that we do’ (Part 2). This part of the Agreement explains our obligations to each other, how we will be paid for the work that we do and how other Expenses will be paid.
 - c. ‘Clauses of general application’ (Part 3).
- (C) We have entered into a Funding Agreement to fund the costs of pursuing the claim/s on your behalf. The cost of the third-party funder will come out of our fees under this Agreement, not your share.
- (D) This Agreement, our Client Care Letter and our Terms of Business are the only agreements regulating payment due from you to us.
- (E) You are free to obtain independent legal or other advice if you wish to do so to ensure that this Agreement, our Client Care Letter and our Terms of Business or other arrangement/s are appropriate and suitable for your needs.
- (F) Please be aware it is possible for individuals to make a claim on their own behalf without the need for legal representation, and free of charge.

AGREED TERMS

1 Definitions

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

Claim/s: means your complaint/s, claim/s and/or request/s for losses in relation to commission/s arising out of a motor finance agreement that is expected to be submitted to a Respondent via the Redress Scheme. For the avoidance of doubt, the Claim/s does not include or encompass any individuals or businesses who have not agreed to the terms of this Agreement.

Claims Processor: means any entity nominated by us to provide advice and/or services in relation to the Claim/s.

Claim Proceeds: means any and all monetary amounts and/or compensation awarded on a Successful Outcome. You will receive the Claim Proceeds net of the Payment Amount and Expenses in accordance with clause 11.

Counsel: any barrister instructed by us to act in the Claim/s.

Counsel's Fee: any monetary fee or deferred fee charged by Counsel in respect of advocacy and advisory work undertaken by Counsel in respect of the Claim/s.

De-Duplication Process: any process undertaken between us and another party acting in relation to the mis-selling of motor finance agreements which seeks to:

- (a) identify and manage clients that have separately instructed and entered into retainer documents with more than one party to pursue the same claim;
- (b) ensure that clients do not instruct more than one party to advance the same claim on their behalf; and
- (c) avoid clients submitting claims for the same loss to the Redress Scheme.

Expenses: means disbursements incurred by us (but not Counsel's Fees) in connection with the Claim/s.

Funder: any third-party entity that provides funding in connection with the Claim/s pursuant to a Funding Agreement but does not provide legal services.

Funding Agreement: any agreement with a Funder for the provision of funding in connection with the Claim/s.

Payment Agent: means any third-party payment provider nominated by us to arrange for the distribution of the Claim Proceeds.

Payment Amount: has the meaning ascribed to it in clause 11 below.

Priorities Agreement: an agreement (often ancillary to a Funding Agreement) which may be entered into between us, a Funder and a Claims Processor that deals with the priority of payments of the Claim Proceeds.

Redress Scheme: means the Motor Finance Consumer Redress Scheme announced by the Financial Conduct Authority (the "FCA") on 30 March 2026, Respondent, and/or other third party to compensate individuals and/or businesses who have suffered harm, loss, or unfair treatment related to commissions arising out of a motor finance agreement.

Respondent: means an entity which provided or arranged financing for motor vehicles. The Respondent may include a finance services provider, a finance broker, a car dealership, a car vendor, or any other relevant person who we deem may be responsible for the mis-selling of the motor vehicle financing agreements.

Successful Outcome: means an award of financial compensation from the Redress Scheme or other financial payment received from a Respondent, the FCA and/or other third party in relation to your Claim/s, whether as a result of the Claim/s or as part of any appeal or complaint process.

VAT: Value Added Tax. VAT will be applied to the Payment Amount and Expenses where required. It will be added at the prevailing rate.

Unsuccessful Outcome: where:

- (i) your Claim/s is terminated by us under the terms of this Agreement; and/or
- (ii) the Redress Scheme does not award any financial compensation; and/or
- (iii) there is no further capacity to appeal or escalate the Claim/s,

and provided there is otherwise not a Successful Outcome.

Part 1 - How we will run the Claim

2 Scope of this Agreement and multiple Claims

2.1 You agree and acknowledge that we will seek to identify all relevant motor finance agreements which you have entered into, and which may form the basis of a Claim.

2.2 You agree we are instructed to act on your behalf in relation to each Claim we identify and the terms of this Agreement governs each Claim.

3 Authority you grant us to run the Claim/s

3.1 By entering into this Agreement, you authorise us:

3.1.1 to negotiate and enter into other agreements or arrangements on your behalf, and to sign or execute any other document on your behalf, which is necessary to progress the Claim/s;

3.1.2 to otherwise agree amendments to any agreement or arrangement which is necessary to progress the Claim/s, if we consider it necessary or desirable to do so, save that the Payment Amount shall not be increased to be less favourable to you;

3.1.3 to retain the services of a Claims Processor to assist in the pursuit of your Claim/s;

3.1.4 to request and obtain information about your identity, commercial activities and credit history;

3.1.5 to submit on your behalf a Data Subject Access Request, or similar, to the Respondent;

3.1.6 to distribute, with the assistance of the Payment Agent, any Claim Proceeds in accordance with the terms of this Agreement; and

3.1.7 perform any additional work necessary for the purposes of pursuing the Claim/s.

3.2 You authorise us to take all the steps we consider appropriate to best conduct the Claim/s, including (but not limited to):

3.2.1 making strategic decisions on how best to progress your Claim/s;

3.2.2 requesting information and documentation regarding your prior finance history;

3.2.3 communicating with the Respondent and/or Redress Scheme in relation to your Claim/s;

3.2.4 submitting the Claim/s to the Respondent and/or Redress Scheme and, where appropriate, disputing, appealing or otherwise escalating any Claim/s which is rejected or where the Claim Proceeds do not appear reasonable (including in relation to any deductions or set-off made by the Respondent);

3.2.5 where required, seeking extensions of time to request compensation from the Redress Scheme;

3.2.6 accepting any offer from the Respondent or Redress Scheme which we consider appropriate;

3.2.7 arranging the distribution of Claim Proceeds in accordance with the terms of this Agreement;

3.2.8 co-ordinating and collaborating with other solicitor's firms, claims management companies, a Claims Processor, the Payment Agent, the Funder and/or other entities; and

3.2.9 instructing other solicitor's firms, claims management companies, a Claims Processor, the Payment Agent and/or any other entity to carry out work on your behalf as our agents or otherwise, if we consider appropriate.

3.3 Where exercising our authority under this Agreement, we will always act in your best interests.

- 3.4 You agree not to pursue or take any steps in relation to your Claim/s without our written consent (including but not limited to abandoning, withdrawing, or discontinuing your Claim/s, or otherwise resolving it without our knowledge and written approval).

4 Warranties

- 4.1 You hereby warrant that:

4.1.1 You have not instructed any other law firm or claims management company in relation to the Claim/s;

4.1.2 You have not previously made the Claim/s or otherwise received any reimbursement or compensation in relation to the Claim/s; and

4.1.3 You are not aware of any reason why you are not entitled to make the Claim/s.

5 Distribution

- 5.1 You agree that distribution of the Claim Proceeds shall be effected by or through us and/or any Payment Agent we may appoint.

- 5.2 You agree that in the event the Respondent seeks to pay the Claim Proceeds to you directly, you will immediately notify us and instruct the Respondent to liaise with us in regard to payment.

- 5.3 You agree that in the event the Respondent pays the Claim Proceeds to you directly, you will immediately account to us for the Payment Amount and Expenses.

6 Sharing Information

- 6.1 You agree:

6.1.1 That you are responsible for ensuring that any information supplied to us is accurate. You acknowledge that any inaccuracy may have adverse consequences in the context of your Claim/s;

6.1.2 That we have no duty to you to check the accuracy of any information you provide to us;

6.1.3 To waive any requirement there may be to send you copies of any Priorities Agreement, Funding Agreement or ancillary documentation;

6.1.4 That we may instruct a Claims Processor and/or Payment Agent to manage the administration of the Claim/s (including with regards to distributing Claim Proceeds) and to maintain a secure website or platform to facilitate communication and the exchange of information between you and us. Any such arrangement will be done on terms of confidentiality and without any waiver of privilege; and

6.1.5 Our duty to report to you will be satisfied by us (i) responding to your specific enquiries, and (ii) providing you with matter updates with any material developments in relation to your Claim/s.

- 6.2 You irrevocably authorise us:

6.2.1 To request documents from third parties on your behalf (whether by way of credit history search, Data Subject Access Request or otherwise) to assist with your Claim/s and that such documents may include information about your commercial activities and credit history; and

6.2.2 To share details with a Claims Processor, Payment Agent and/or Funder as appropriate.

7 Confidentiality

7.1 You agree:

- 7.1.1 To keep all information related to the Claim/s fully confidential and not to disclose any such information to any third party except for the purposes of obtaining professional advice, and strictly on the basis that such disclosure shall be subject to terms of confidentiality, or as required by the proper authorities or the court;
- 7.1.2 Your duty of confidentiality shall continue in full force and effect for six years from the date of this Agreement (regardless of whether or not you terminate this Agreement);
- 7.1.3 That in the course of the Claim/s, we will come into possession of confidential information about you which it may be necessary to share with a Claims Processor, Payment Agent and/or the Funder, and in any documentation provided for and submitted to the Redress Scheme;
- 7.1.4 To keep this Agreement and its terms **strictly confidential** unless required to disclose it by the proper regulatory authorities or by the court; and
- 7.1.5 That the duty of confidentiality owed by us in respect of the facts of your individual claim and any documents produced by you or to you through disclosure, shall be waived as against a Claims Processor, the Payment Agent, and the Funder. In all cases, your confidential information will be shared on terms of confidentiality and without any waiver of privilege.

7.2 Any information shared amongst a Claims Processor, the Payment Agent, the Funder, and us pursuant to this Agreement shall remain confidential.

8 Legal Professional Privilege

8.1 You agree:

- 8.1.1 All communications between you and us shall be subject to legal professional privilege; and
- 8.1.2 That this privilege shall not be waived or abrogated from in any way by the sharing of confidential information amongst a Claims Processor, the Payment Agent, or the Funder.

9 You agree to co-operate with and not mis-lead us

- 9.1 You will promptly provide us with any documents, assistance, instructions and information reasonably requested for use in the Claim/s. You will also comply with any document retention instructions which we give you. You recognise that if you do not, you may damage your Claim/s.
- 9.2 You must not mislead us or ask us to work for you in an unreasonable or improper way.
- 9.3 You agree not to take any action or instruct anyone else to take any action on your behalf, in relation to the Claim/s, unless we agree in advance.

Part 2 - How we will charge you for the work we do

10 What this Agreement Does Not Cover

- 10.1 This Agreement is limited to pursuit of the Claim/s defined above. For the avoidance of doubt, it covers all work carried out by us whether prior to or during the course of this Agreement.
- 10.2 Unless otherwise agreed in writing, it does **not** cover:

- 10.2.1 any claim against the Respondent which is not made via the Redress Scheme;
- 10.2.2 any claims or counterclaims that the Respondent may bring against you;
- 10.2.3 any steps taken to enforce a compensation or redress payment;
- 10.2.4 any action to re-open, appeal or review a decision or award; or
- 10.2.5 any litigation proceedings or other reference to a court.

11 If you are successful in your Claim/s

11.1 In accordance with the terms of this Agreement and subject to clause 11.7, in the event of a Successful Outcome, you agree to pay us an amount which is equal to the maximum percentage or the maximum total charge, whichever is the lower, shown in the table below:

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

The relevant applicable charge for each Claim is the “**Payment Amount**”. The reason for setting the Payment Amount at these levels is set out in **Schedule 1**. The Respondent may make deductions from the compensation awarded prior to any payment. In those circumstances, we hereby expressly reserve the right to calculate the Payment Amount from the gross sum awarded, subject to the caps set out in this clause 11.1 and at clause 11.7.

- 11.2 You agree to pay us the Payment Amount from the Claim Proceeds. The amount you agree to pay us excludes VAT which will be payable in addition.
- 11.3 Subject to clauses 11.1 and 11.7, in addition to the Payment Amount, you must also pay us the Expenses.
- 11.4 Under the Redress Scheme you will not be able to recover (in addition to the Claims Proceeds) anything from a Respondent in respect of the Payment Amount or the Expenses (but, for completeness, we confirm that if you could make such a recovery this would be credited to you).
- 11.5 We are entitled to require the Respondent to pay the Claim Proceeds directly to us. We will then deduct the amounts payable to us as described in clause 11.1 to 11.3 above, and account to you for what is payable to you.
- 11.6 If the Respondent decides not to pay all or any of the Claim Proceeds due, we have the right, at our sole discretion, to complain, appeal and/or refer the Respondent to an appropriate body. That process will be governed by the terms of this Agreement. You agree to cooperate fully with us in any such process.
- 11.7 If the Respondent offers the option to apply all or any of the Claim Proceeds against an outstanding balance on your motor finance agreement/s or to pay the Claim Proceeds as a direct payment, you agree to opt for a direct payment.

11.8 Under no circumstances shall this Agreement provide for a payment above an amount which, including VAT, is equal to 50% of the sums ultimately recovered by you.

12 If you are unsuccessful in your Claim/s

12.1 If you are unsuccessful in your Claim/s, meaning that there is an Unsuccessful Outcome, you will not receive any Claim Proceeds. In these circumstances, and subject to clause 15, you will not have to pay us anything.

13 Appeals process

13.1 In the event that the Redress Scheme does not award any financial compensation in your Claim/s, we may, at our sole discretion, choose to escalate or appeal your claim (including but not limited to with the Respondent and/or as part of the Redress Scheme framework). We will only do so in the event that we believe it would be reasonable to do so. You will not be charged any additional fees for any such escalation or appeal.

14 Billing and Right to Apply for an Assessment

14.1 You agree that we may send our bills to you electronically, including by email. Each bill will be deemed to have been properly delivered if sent to the email address you have provided for correspondence. In accordance with section 69(2A) of the Solicitors Act 1974, a bill sent electronically will be valid if it is signed (including by electronic signature) or accompanied by a signed letter referring to the bill.

14.2 By accepting this Agreement, you consent to the use of electronic communication for billing purposes. Our bill can be challenged by applying to the Court to assess the bill under the Solicitors Act 1974. There are time limits for that application, including an absolute right to assessment if the application is made to the court within one month of delivery of the final bill, and a gradual reduction of the right the longer it is left thereafter, which we can provide further information about if asked. You are of course welcome to seek advice from another law firm about this, but you would have to pay for that.

14.3 This Agreement is not a contentious business agreement within the meaning of section 59 of the Solicitors Act 1974.

Part 3 – General Contractual Provisions

15 Termination

15.1 Subject to clause 15.2, you may terminate this Agreement at any time in writing. If you terminate this Agreement, we may charge you a fair and reasonable fee for work undertaken on your behalf (irrespective of whether you achieve a Successful Outcome or an Unsuccessful Outcome). If you go on to achieve a Successful Outcome in your Claim/s, then you must pay us your Expenses up to the date of termination and the Payment Amount for each successful Claim.

15.2 You agree not to terminate this Agreement after an award of financial compensation has been made by a Respondent.

15.3 We can end this Agreement in relation to one or more Claim/s if we consider in our absolute discretion:

15.3.1 you do not have a valid Claim/s and/or you are unable to participate in the Claim/s for any reason (including us becoming aware of a conflict of interest that would make it unethical for us to continue to act); and/or

15.3.2 your Claim/s no longer has reasonable prospects of success; and/or

- 15.3.3 your prospects of succeeding and recovering compensation are too low or it is otherwise not economically viable to continue the Claim/s; and/or
 - 15.3.4 your Claim/s is against Volkswagen Financial Services (UK) Limited and relates to a vehicle manufactured by an entity within the VW group and fitted with an EA189 diesel engine; and/or
 - 15.3.5 you have instructed another representative in relation to the Claim/s and have been identified in any De-Duplication Process; and/or
 - 15.3.6 you fail to follow our reasonable legal advice; and/or
 - 15.3.7 you act in a manner that is obstructive, abusive, or uncooperative; and/or
 - 15.3.8 you withhold relevant information or provide misleading information; and/or
 - 15.3.9 you fail to provide instructions in a timely manner; and/or
 - 15.3.10 you have withdrawn our authority as conferred by this Agreement in whole or in part; and/or
 - 15.3.11 you have not behaved reasonably, for example because you fail to meet your obligations as set out in this Agreement, the Client Care Letter and/or our Terms of Business; and/or
 - 15.3.12 you are bringing your Claim/s dishonestly.
- 15.4 If we terminate this Agreement pursuant to clauses 15.3.1, 15.3.2, 15.3.3 and/or 15.3.4, you will not have to pay anything to us. If we terminate this Agreement pursuant to clauses 15.3.5, 15.3.6, 15.3.7, 15.3.8, 15.3.9, 15.3.10, 15.3.11 and/or 15.3.12, and without prejudice to the right of us for breach of contract, you will not have to pay anything to us unless you go on to achieve a Successful Outcome, in which case we will be entitled to payment by you of your Expenses up to the date of termination and the Payment Amount for each successful Claim.
- 15.5 If this Agreement ends in any of the circumstances referred to in this clause 15, we will inform the relevant parties as necessary that we are no longer representing you.
- 15.6 If this Agreement ends in any of the circumstances referred to in this clause 15, you are free to deal with the Claim/s on your own behalf or to instruct someone else to do so. If you continue your Claim/s, you agree to instruct your new representative of your liability to us under this Agreement (if any), to keep us informed on progress and provide information on request. In the event you receive any Claim Proceeds, you will instruct your representatives to hold any sums owing to us under this Agreement on trust for us and such sums will rank in priority to any additional funding agreement or fee agreement which you have entered into in connection with your Claim/s.
- 15.7 Until we are paid any money owed to us under this Agreement, we are entitled to a "lien" over any property that is in our possession. Therefore, until we are paid, we will be entitled to keep all documents concerning the Claim/s and any money that has been recovered.

16 Notices

- 16.1 All notices required or permitted under this Agreement to us shall be in writing and delivered by First Class Recorded Delivery, by hand or sent by courier to us at the Motor Finance Claims team, Milberg London, Third Floor, Sutton Yard, 65 Goswell Road, London, EC1V 7EN and by email to info@milberg.co.uk or at such other address as may be specified in writing by us.

16.2 All notices required or permitted under this Agreement to you shall be in writing and delivered by email to the email address specified by you at the time of entering this Agreement or at such other email address as may be specified in writing by you.

16.3 Any notice shall be deemed to have been delivered and received the second Business Day after taking any of the actions set out in this clause.

17 Assignment and other dealings

17.1 This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, and legal representatives. Except as otherwise provided herein, neither this Agreement, nor any rights, interests, obligations nor duties arising hereunder, may be assigned or otherwise conveyed by you without our express consent in writing.

17.2 We may assign, novate, subcontract or otherwise transfer (including by way of an agency agreement) all or any of our rights under this Agreement without your consent.

17.3 We may appoint a Claims Processor and/or a servicing entity to administer this Agreement.

17.4 We may novate, subcontract or otherwise transfer (including by way of an agency agreement) all or any of our obligations under this Agreement without your consent.

18 Severance and Inconsistency

18.1 If any provision or part-provision of this Agreement is or is deemed invalid, illegal, or unenforceable, or would if given effect render any part of this Agreement invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this Agreement is deemed deleted under clause 18.1, we may unilaterally amend or replace such provision or part-provision so that, to the greatest extent possible, it achieves the intended commercial result of the original provision.

18.3 If there is any inconsistency between the provisions of parts 1, 2 and 3 of this Agreement as between the parties, the provisions of part 2 shall prevail.

19 Governing Law and Jurisdiction

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales.

19.2 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 Agreement or its subject matter.

20 Client Identification

With reference to the Money Laundering, Terrorist Financing, Transfer of Funds (Information on the Payer) Regulations 2017, we must obtain satisfactory evidence of your identity before we can act for you. We will search against electronic databases and public sources to verify your identity. If we cannot verify your identity via these searches, we may need to request identification documentation from you. Examples of the documents we may require to verify your identity and address include passports, utility bills and/or photo driver licenses.

21 Personal Data

While working for you we may collect personal data. For more information on how we use personal data, please see our Client Data Protection Statement.

22 Counterparts

- 22.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 22.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart. For the avoidance of doubt, the sign-up page provided with this Agreement constitutes a counterpart for the purposes of this clause.

23 Entire Agreement

- 23.1 This Agreement, our Client Care Letter and our Terms of Business constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in this Agreement whatsoever, save as aforesaid.

Signed by **Polly Blenkin** for and on behalf
of **MILBERG LONDON LLP**



**WHEN YOU SIGN AND/OR AGREE TO THE SIGN-UP PAGE (ELECTRONICALLY OR OTHERWISE)
YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT**

SCHEDULE 1 – PAYMENT AMOUNT

Pursuant to clause 11, the Payment Amount (exclusive of VAT) is set at the below rates, depending on the total compensation awarded upon a Successful Outcome. You will be charged an amount per Claim which is equal to the maximum percentage or the maximum total charge, whichever is the lower, as follows:

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

The reasons for setting the Payment Amount at these levels are:

- (a) these charges are consistent with the relevant regulatory rules designed to achieve fairness and protect consumers (this includes the FCA’s cap on fees charged for financial services claims and the SRA’s claims management fee rules);
- (b) it is the remuneration which we require to agree to act on under this Agreement, which we would not be prepared to act on if you did not agree to the charges stated above;
- (c) the fact that if you are unsuccessful in your claim, we will not earn anything even though we may have worked on the matter for several months or even years;
- (d) the level of compensation you may be awarded is uncertain;
- (e) the implementation and delivery of the Redress Scheme is uncertain;
- (f) the postponement of payment of our fees until the end of the matter.

Accordingly, although the Payment Amount includes the risk of an Unsuccessful Outcome to your claim as a factor, it is not merely a charge for risk, but the price that we require for acting on conditional payment terms which we would not otherwise offer.

NOTICE OF THE RIGHT TO CANCEL YOUR AGREEMENT WITH US

You have the right to cancel this agreement without giving any reason within a period of 14 days after the date on which you entered it.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear written statement. You may use the below cancellation form if you wish but you do not have to.

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.

You can cancel by email to: info@milberg.co.uk

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Cancellation Notice

If you wish to cancel the agreement you may use this form if you want to, but you do not have to.

I/We hereby give notice that I/we wish to cancel my/our fee agreement, your reference *[insert]*

Signed:.....

Name:

Address:

Date:.....