



Cardinal House  
20 St. Mary's Parsonage  
Manchester, M3 2LY

Date:

Our Reference:

Dear

## Re: Your Mortgage Claim – Transfer of Authority

We write to inform you that with regret we are unable to continue with your claim due to restrictions within our mortgage mis-selling department.

We can recommend a specialist firm of solicitors Quanta Law, who have the knowledge and expertise to progress your mortgage claim. Critically, they already have funding in place and will continue to run your claim on a no win, no fee basis.

We need your consent to transfer your case. If you would like to do so, please click on the button below where you will be able to read through the transfer agreement and confirm your consent.

Any questions, please reach out to us via the webchat button located at the bottom right hand side of our website and a member of our team will be happy to help.

We look forward to hearing from you.

Yours sincerely,

**Barings Law**



Cardinal House  
20 St. Mary's Parsonage  
Manchester, M3 2LY

Date:

Our Reference:

Dear

## Re: Your Mortgage Mis-selling Claim - Transfer of Authority

We/I hereby authorise Barings Law to transfer my mortgage case to Quanta Law subject to a valid undertaking to preserve Barings Law's lien on costs and disbursements. I understand that this means my mortgage case can be transferred thereafter without liability for the costs incurred to date.

First Claimant:

Signature:

Date:

Second Claimant:

Signature:

Date:

5000 Lakeside  
Cheadle  
Greater Manchester  
SK8 3AX

Date:

## Re: Your Mortgage Claim

Dear

Following on from the communication you received from Barings Law, we wanted to write to you to introduce ourselves.

Welcome to Quanta Law, we are looking forward to representing you in your mortgage claim. We are specialist financial services solicitors and we pride ourselves on customer service.

We understand how distressing and challenging your situation might be, and therefore how important it is that your claim is handled properly and given the attention it deserves.

If you choose to appoint us, you can rest assured that your interests are being looked after by a legal expert who understands the complexities of your case. We aim to resolve your dispute as quickly as possible, though managing a claim can take many months. To ensure your expectations are being managed we will keep you up to date as your claim progresses either by email, SMS, letter or phone.

Your claim will be dealt with by our specialist mortgage team who will have the day-to-day control of the matter and to whom you should address all correspondence. Your case will be supervised by Ben Dougal, Solicitor and Head of Legal Operations.

All of our work is carried out on a No Win No Fee basis. Please refer to the enclosed Damages Based Agreement ("DBA") and associated terms for a full explanation of our charging structure.

Once you have confirmed that you are happy for your claim to be transferred to Quanta Law, we will review the assessment completed by Barings Law to ensure that the claim meets our criteria and we will look to progress your claim. We will update you and let you know of next steps regarding your case at the earliest opportunity.

### Documents Enclosed

- **Information about funding your claim and Legal Expenses:** this explains more about the No Win No Fee service and the different options available for funding expenses which may be employed in pursuing your claim.
- **DBA and Cancellation Notice:** this is your No Win No Fee agreement with us, and an explanation as to how you may cancel if you change your mind;
- **Form of Authority:** this allows us to process your information and enables us to represent you in your claim;

- **Consumer Credit Agreement, Adequate Explanations and Pre-Contract Credit Information (SECCI):** this is a non-recourse Fixed Sum Credit Agreement put in place to fund Legal Expenses incurred when making your claim;
- **Form of Assignment:** this allows us to proceed with your claim and is part of the funding process mentioned in the attached funding information.
- **Terms of Business:** this sets out the terms of the relationship between you and contains information that we are required to provide to you at the start of your claim.

#### What you need to do next

If you want us to proceed with your claim, please read, sign and return each of the following documents:

1. Damages Based Agreement (DBA)
2. Form of Authority
3. Consumer Credit Agreement
4. Form of Assignment

We look forward to hearing from you.

Yours sincerely,

Quanta Law

### No Win No Fee & Alternative Methods of Funding

We propose to act for you under a No Win, No Fee agreement, called a DBA. The effect of this agreement will be that we are paid a fee of 35 per cent of your compensation if your claim succeeds, plus VAT (the current VAT rate is 20%). We will pay any expenses you incur with third parties, such as legal expenses and insurance and funding costs out of our fee. If you lose, you will not have to pay us a fee, and your expenses will be covered by insurance. We explain these arrangements in more detail below. Here, we explain the other methods of funding which might be available to allow you to bring your Claim. They can be summarised as follows:

- Paying for our services as you use them on an hourly basis whether you win or lose;
- Pre-existing legal expenses insurance that would cover the cost of our services - if you have a policy that will cover you for this case please confirm without delay (we should advise you that legal expenses cover can be included as part of your household or motor insurance policies, so you should check these to see if you may have cover, and ask us if you are unsure);
- A trade union or other organisation of which you are a member that would cover the cost of our services - if you are a trade union member and your union will pay your legal fees and expenses please confirm without delay;
- By legal aid, but this is not applicable to the type of claim you are pursuing.

Unless you have pre-existing legal expenses insurance or trade union cover, we would recommend that you proceed on the No Win No Fee basis described above for this type of case, because this means that you only have to pay anything if you succeed, in which case the charges will be covered by your compensation (being limited to 35 per cent of the sum recovered plus VAT).

Based upon the information we have received, we are satisfied that the enclosed DBA is suitable for your needs and takes account of your best interests. If your circumstances change, we may need to review the funding arrangement; please therefore inform us about any relevant changes.

If court proceedings are necessary, we may advise you to enter a different form of No-Win No-Fee agreement, called a conditional fee agreement. We are not obliged to conduct court proceedings under the DBA. We will advise you further about this if we advise you to start court proceedings.

### Insurance

Why do you need insurance? We are unable to take your case forward without a claims insurance policy in place, because the policy is needed to cover third party expenses (such as legal expenses and funding costs) if you lose your claim.

We will take out an insurance policy to cover these third party expenses if you lose, so you will not be out of pocket.

If court proceedings are required then it will also be necessary to insure against risk of paying your opponent's costs, and so further insurance will be required if court proceedings are started. We will advise you further about this if it appears that we will need to start court proceedings in your case.

### Consumer Credit Agreement

Through the DBA we will provide you with a No Win, No Fee service. This means that we will only be paid for our own services if you win at the end of the case.

Your Claim will however also lead to third party expenses which may need to be paid as the case proceeds. These include the mortgage assessment report that will be used to value your Claim.

We will aim to provide funding to you which will meet these expenses. We enclose a Consumer Credit Agreement for you to read and sign.

The agreement is known as a "non-recourse funding agreement". In simple terms, non-recourse means that in practice you will not be pursued personally for repayment.

If your claim is successful, repayment of this agreement will be made by Quanta Law from our DBA fee, and you will not have to pay anything extra yourself. If your claim is unsuccessful, all costs are insured, and the funding will be covered by the insurance policy we arrange. This means that you will not have to pay any third-party expenses (including insurance and funding costs) if you do not win your Claim, subject to you complying with the terms of the agreement.

Please note that if you breach the terms of the DBA or the funding agreement, then the sums due under the funding agreement may become immediately payable by you, and they will not be covered by the insurance.

Because the funding needs to be repaid out of the proceeds of your Claim, we also require you to sign the enclosed Form of Assignment. This ensures that the sums due under the funding agreement can be deducted from your compensation before any sums are paid to you. This helps secure our right to payment if you win, without which we would not be willing to assist you by funding the legal expenses and you would have to pay for them yourself.

As part of the process when funding is arranged, we will conduct a search on you at a Credit Reference Agency, which will not be visible to other lenders and will not impact your ability to obtain credit elsewhere.

Please read the Funding Agreement and supporting documents which set out the terms. If you have any questions, we will be happy to discuss them with you. If you agree the terms of the agreement, please sign and return it to us along with the other forms.

By instructing us, you give us authority to provide funding to you, and to make drawdowns on the funding as the case proceeds to meet legal and other expenses as explained above.

Please note that where Quanta Law are unable to provide funding to you, we will seek to identify alternative arrangements to fund your legal expenses.

This agreement is dated:

In this Agreement We, and Us, means Quanta Law Limited (CRN: 11221126) whose registered office is at 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX and You, the client:

The Client:

Address:

The Client:

Address:

#### Important Information

1. This Agreement covers Your Case for Damages for mis-sold mortgage products or mortgage overcharging. It will cover all work preparing and presenting the Case to your Opponent and any claim or complaint under the Financial Services Compensation Scheme, the Financial Ombudsman Service, or any other out-of-court redress procedure We advise You to follow. For all such out-of-court procedures it constitutes a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974.
2. This Agreement may also extend to court proceedings, but only if We agree. Where We agree to represent You in court proceedings under this Agreement, it will constitute a Damages Based Agreement within the meaning of section 58AA of the Courts and Legal Services Act 1990 and the Damages Based Agreements Regulations 2013 (SI 2013/609).
3. This Agreement is a legally binding contract between You and Us. Before You sign it or give any instructions to Us, please read everything carefully, including the enclosed Terms and Conditions. Please do not hesitate to contact Us if You would like any further explanation about this Agreement or any of the enclosed information and documents.
4. Defined terms used in this Agreement shall have the same meaning as in the enclosed Terms and Conditions.
5. This Agreement provides that should Your Case be successful, We will charge You a DBA Fee of 35% + VAT (currently the VAT rate is 20%) of any compensation You are awarded, for providing our services. This deduction will cover any Barristers' fees and Legal Expenses that are incurred in connection with Your Case, together with any funding and insurance costs.
6. To enable us to represent You under this Agreement You are required to enter into a Funding Agreement to pay for Your Legal Expenses and the Insurance Policy. The Funding Agreement requires Us to conduct a search with a Credit Reference Agency, not just to verify Your identity but, to prevent fraud or money laundering. It will also ensure that You meet the underwriting requirements of the Funding Agreement. This search will not be visible to other lenders. By signing this Agreement You authorise the search.
7. By signing this Agreement, You also agree to assign (i) to any funder, that part of your Damages as is required to pay the sums

due under the Funding Agreement and (ii) to Us, that part of your Damages as is required to pay the DBA Fee net of the sums due under the Funding Agreement. To the extent allowed by law, this clause operates as the said assignment, and You also agree to execute any further documents We or a funder require to make the assignment effective.

Signature

I confirm that Quanta Law have explained the content and terms of this Damages Based Agreement to my satisfaction, and that I agree to its terms.

First Claimant:

Signature:

Date:

Signed: Quanta Law Limited



Second Claimant:

Signature:

Date:

Date:

1. DEFINITIONS

- 1.1. **"Advocacy"** means appearing in a representative capacity at court hearings or mediation or other alternative dispute resolution procedure, with or without counsel, on behalf of the Client.
- 1.2. **"Case"** means the Client's claim for Damages from the Opponent in relation to Mortgage Mis-selling or Mortgage Overcharging commencing from the Instruction Commencement Date.
- 1.3. **"Client", "You" or "Your"** means you the client(s) represented by Quanta Law.
- 1.4. **"Counsel Fees"** means fees for any barrister instructed by Quanta Law on the Client's instruction in the Case.
- 1.5. **"Court Hourly Rates"** means the Guideline rates published by HM Courts & Tribunals Service from time to time listed by pay band and grade for different parts of the country. The hourly rates for National Band 1 are currently Grade A £217, Grade B £192, Grade C £161 and Grade D £118.
- 1.6. **"Damages"** means
  - 1.6.1. the sum that the Opponent or other party agree or are required to pay to the Client in Settlement (whether in full or part) of the Case exclusive of costs, or
  - 1.6.2. the sum that the Opponent or other party agree or are required to account for or offset against the Client's mortgage or other sum owed by the Client to the Opponent in Settlement (whether in full or part) of the Case exclusive of costs
- 1.7. **"DBA Fee"** means 35%+VAT of the Damages in the Case paid by the Opponent or any other party to the Client or accounted for/offset against the Client's mortgage in Settlement of the Case. Save that the DBA Fee inclusive of VAT is capped at 50% of Damages, so that if due to changes in the VAT rate the DBA Fee inclusive of VAT would exceed 50%, then the DBA Fee shall be reduced accordingly so that the overall sum payable inclusive of VAT is limited to 50%.
- 1.8. **"Fees"** means the Damages Based Agreement Fee, Legal Expenses and Value Added Tax if applicable.
- 1.9. **"Funding Agreement"** means the Fixed Sum Credit Agreement put in place to fund Legal Expenses;
- 1.10. **"Instruction Commencement Date"** means the date of the Client(s)'s signature to this DBA.
- 1.11. **"Insurance Policy"** means the insurance policy, put in place to insure against payment of Legal Expenses and adverse costs;
- 1.12. **"Legal Expenses"** means payments (disbursements) made by Quanta Law on the Client's behalf or which are funded under the Funding Agreement for the purposes of the Case, including, but not limited to, mortgage assessment fees, expert's fees, mediator fees and expenses, official search fees, copying charges, witness expenses, e-disclosure costs, travelling, subsistence and other expenses incidental to and of occasioned by the Case, mediation or other alternative dispute resolution procedure, plus VAT if applicable. Legal Expenses do not include Counsel Fees.
- 1.13. **"Lien"** means Quanta Law's right to keep all papers, documents, money or other property held on the Client's behalf until all sums due to Quanta Law are paid. A lien may be applied after the Agreement ends.
- 1.14. **"Opponent"** means the party to whom the Client's claim is presented and from whom payment of Damages are received, to include banks, building societies, mortgage brokers, other financial institutions, the Financial Ombudsman Service (FOS) and Financial Services Compensation Scheme (FSCS). Where an Opponent is named in this Agreement, the Agreement is not limited to a claim against that Opponent, but extends to a claim against any other Opponent which Quanta Law may advise.
- 1.15. **"Recovered Sum"** means any costs of the Case payable by the Opponent or other party to the Client, and Damages payable by the Opponent or other party to the Client.
- 1.16. **"Settled or "Settlement"** – the Case shall be deemed to be settled, and there to have been a Settlement, if the Client and the Opponent or any representative on their behalf agree terms resulting in a binding settlement agreement, or if the Opponent is otherwise required to pay account for or off-set Damages.
- 1.17. **"Success Criteria"** - the Client obtains a Settlement.
- 2. Where any word or phrase is used in these Terms which is defined in the Civil Procedure Rules 1998 (as amended) it shall have that meaning.
- 3. This Agreement sets out the terms upon which the Client and Quanta Law have agreed that Quanta Law is retained in relation to this Case.
- 4. This is a legally binding contract, which incorporates Quanta Law's Standard Terms and Conditions of Business. In the event of conflict between the Standard Terms and Conditions of Business and this Agreement, the provisions of this Agreement shall prevail. A copy of Quanta Law's Standard Terms and Conditions of Business is annexed to this Agreement.
- 5. Any other claims not subject to this Agreement made by or against the Client prior to, or following Settlement and conclusion of, the Case, including any appeal(s) or any proceedings for the detailed assessment of costs, **will not be subject to this Agreement.**
- 6. Quanta Law's costs and Legal Expenses payable by the Client for other work not subject to the terms of this Agreement will be payable subject to Quanta Law's Standard Terms and Conditions of Business, together with Counsel Fees, disbursements and VAT if applicable.
- 7. **THE SUCCESS CRITERIA**  
The achievement of the Success Criteria will entitle Quanta Law to render an invoice to the Client for the DBA Fee.
- 8. **THE DBA FEE**
  - 8.1. The DBA Fee is payable by the Client to Quanta Law on achievement of the Success Criteria.
  - 8.2. The DBA Fee is set out in the Definitions above. The reasons for calculating the DBA Fee at this level are set out in Schedule 1 to this Agreement.
  - 8.3. The DBA Fee is payment by the Client for the service provided by Quanta Law in the conduct of the Case from the Instruction Commencement Date, and includes Counsel Fees and VAT. Under this Agreement, Legal Expenses are met by Quanta Law if the Success Criteria are achieved and are not charged in addition.
  - 8.4. The DBA Fee will be payable by the Client to Quanta Law by way of deduction from the Recovered Sum.

- 8.5  
The DBA Fee also includes all sums payable under the Funding Agreement.
9. **LEGAL EXPENSES**
- 9.1.  
Legal Expenses and VAT if applicable are payable if the Success Criteria are not achieved. An Insurance Policy will be arranged to cover the Legal Expenses if the Success Criteria are not achieved, subject to the Client entering the Funding Agreement. If the Success Criteria are achieved, the Legal Expenses and VAT thereon are not charged in addition to the DBA Fee.
10. **QUANTA LAWS RESPONSIBILITIES**
- 10.1.  
To act in the best interests of the Client in the Case subject to Quanta Law's duty to the Court and its regulators.
11. **THE CLIENT'S RESPONSIBILITIES**  
The client hereby undertakes that they will:
- 11.1. give Quanta Law full instructions (in writing where possible) and full and free access to all documentation so as to allow Quanta Law to conduct the Case properly;
- 11.2. not ask Quanta Law to work in an improper or unreasonable way and to instruct Quanta Law so as to allow it to comply with all rules of the court or obligations imposed by relevant regulators including the Solicitors Regulation Authority (SRA);
- 11.3. act with reasonable care and skill to ensure that Quanta Law receives all information and instructions that could influence Quanta Law's assessment of the likelihood of achieving the Success Criteria;
- 11.4. act throughout the duration of the Case in accordance with the reasonable advice and direction of Quanta Law including such advice as may relate to the venue and forum of the Case, use and instruction of barristers, experts or witnesses, the issues arising and any compromise of the Case;
- 11.5. not cause any significant delay or otherwise act in a manner that might materially prejudice the achievement of the Success Criteria;
- 11.6. keep the existence of and the terms of the Agreement confidential and not disclose any information about it to any third party, save as advised by Quanta Law or by order or rule of the court; at all times, and promptly, provide full and frank disclosure of all matters that could affect the outcome of the Case or Quanta Law's assessment of the likelihood of achieving the Success Criteria.
- 11.7. not to enter into any Settlement which does not differentiate between the sum paid as Damages and the sum paid as costs of the Case unless Quanta Law agrees, and not to agree to any apportionment of a Settlement sum between Damages and costs of the Case unless Quanta Law agree.
- 11.8. account to Quanta Law for the DBA Fee in the event that the Opponent pays the Damages directly to the Client or that the Opponent or other party agree to account for or offset against the Client's mortgage or other sum owed by the Client to the Opponent in Settlement (whether in full or part) of the Case exclusive of costs.
- 11.9. authorise and procure for Quanta Law to be able to drawdown on the Funding Agreement in order to settle any Legal Expenses as they are incurred as the Case progresses.
12. **PAYMENT**
- 12.1. The Client agrees to pay the DBA Fee in accordance with this Damages Based Agreement, net of any costs, Counsel Fee and Legal Expenses that have been paid or are payable by an Opponent.
- 12.2. **Payment – when the Success Criteria have been achieved**  
Subject to the terms of this Agreement, and in particular paragraphs 8.4 and 12.1, if the Success Criteria are achieved the Client is liable to pay the DBA Fee (plus VAT if applicable) in full and on demand.
- 12.2.1.  
Subject to any Judgment, order, notice or other instrument of a court, or agreement between the parties, the Client may be able to seek recovery of all or a proportion of the DBA Fee and VAT if applicable from the Opponent. If the Client and the Opponent cannot agree the amount that the Opponent should pay towards the costs, the court will assess how much the Opponent must pay. The Client has been advised in connection with that referred to paragraph 19.1.4 of the Agreement.
- 12.2.2.  
Any money payable by the Opponent or other party to the Client shall be paid to Quanta Law to be held upon trust for the benefit of the Client, save to the extent that the benefit has previously been assigned. Quanta Law shall (subject to paragraph 12.1 above) deduct the DBA Fee and pay the balance to the Client or otherwise as directed together with any interest payable in accordance with the Solicitors Accounts Rules. Quanta Law will pay all sums due under the Funding Agreement out of the DBA Fee, and nothing additional shall be payable by the Client. The Client agrees to pay any monies received direct from the Opponent or a third party into a designated joint account and to provide all necessary authorities to fulfil this provision.
- 12.2.3.  
Where Damages are not paid directly to Quanta Law and the Client fails to pay the DBA Fee within 7 days of a demand for payment, Quanta Law shall be entitled to payment of interest on the outstanding amount at 8% above base rate per annum from the date of the demand until payment.
- 12.2.4.  
If the Opponent or other party do not pay any Recovered Sum, monies or costs owed to the Client and the DBA Fee, Legal Expenses and VAT if applicable due to Quanta Law remains unpaid (for any reason), Quanta Law shall have the right to take recovery action in the Client's name to enforce any Settlement agreement against the Opponent or any third party.
- 12.3. **Payment - when the Success Criteria have not been achieved**
- 12.3.1.  
If the Success Criteria are not achieved, the Client is liable to pay the sums due under the Funding Agreement, together with any outstanding Legal Expenses. However, these costs will be covered by the Insurance Policy.
- 12.3.2.  
The Client may be liable (irrespective of whether the Success Criteria has been achieved) to pay the Opponent's costs once court proceedings are issued. Those costs may include solicitors' costs, counsel fees and expenses (disbursements) and VAT if applicable. Quanta Law will insure the Client against this risk by taking out an Insurance Policy or where necessary extending the existing Insurance Policy.
- 12.3.3.  
If the Client's liability for its own costs and/or the Opponent's costs is insured, subject to the terms of any Insurance Policy, Quanta Law will make a claim on the Client's behalf and receive

any resulting payment in the Client's name. Quanta Law will give the Client a statement of account for all money received and paid out.

**12.4. Interim Hearings**

(applicable only if this agreement is extended to court proceedings)  
**12.4.1.**

If the Success Criteria are met but during the Case the Client loses an interim hearing, the Client may be required, by the court or by agreement, to pay the Opponent's costs of that hearing within a stated time.

**13. ADVOCACY**

**13.1.** The cost of Advocacy by Quanta Law and Counsel forms part of the DBA Fee.

**14. ASSIGNMENT**

**14.1.** The Client's rights under this Agreement may not be assigned without Quanta Law's prior written consent.

**15. TERMINATION**

**15.1.** The Client may cancel this Agreement within 14 days of entering it in accordance with the attached Notice of Right to Cancel.

**15.2.** Where the Client instructs Quanta Law to begin the performance of services during the cancellation period, the Client shall pay Quanta Law an amount which is proportionate to what has been performed until cancellation is communicated.

**15.3.** Where Quanta Law choose to begin performance of the services and the Client cancels this Agreement during the cancellation period, Quanta Law will not make any charge for any Fees incurred.

**15.4.** The Client shall be entitled to terminate this Agreement at any time outside of the cancellation period by sending written notice to Quanta Law, and in such event Quanta Law may elect either: a) that the Client shall immediately pay Quanta Law fees calculated with reference to the time spent by Quanta Law's employees and Directors in the conduct of the Case from the Instruction Commencement Date at the then prevailing relevant Court Hourly Rates adjusted having regard to changes in the Consumer Prices Index as at the date the relevant work was performed, Counsel Fees, Legal Expenses and VAT if applicable incurred to the date of termination and to be necessarily incurred thereafter, together with any sums which are outstanding under the Funding Agreement; or b) that the Client shall pay the DBA Fee, subject to paragraph 12.1 above, if the Success Criteria are subsequently achieved.

**15.5.** Quanta Law shall be entitled to terminate the Agreement by giving 14 days written notice to the Client in the event of any of the circumstances set out in paragraph 15.6 below, and in such event the Client shall pay Quanta Law fees calculated with reference to the time spent by Quanta Law's employees and Directors in the conduct of the Case from the Instruction Commencement Date at the then prevailing relevant Court Hourly Rates adjusted having regard to changes in the Consumer Prices Index as at the date the relevant work was performed, Counsel Fees, Legal Expenses and VAT if applicable incurred to the date of termination and to be necessarily incurred thereafter, together with any sums which are outstanding under the Funding Agreement.

**15.6.** Quanta Law shall be entitled to terminate the Agreement if:  
**15.6.1.**

the Client is in material breach of the Agreement; or

**15.6.1.**

the Client is in material breach of the Agreement; or

**15.6.2.**

the Client rejects Quanta Law's reasonable advice in relation to making an offer to settle or accepting an offer by the Opponent to resolve the Case; or

**15.6.3.**

the Client elects to discontinue the Case without the written agreement of Quanta Law; or

**15.6.4.**

the Client elects to Settle the Case on payment from the Opponent or other party of a Recovered Sum of less than £15,000 when Quanta Law reasonably advises a greater Recovered Sum is reasonably achievable; or

**15.6.5.**

the Client provides information that is false, inaccurate, misleading or fraudulent or materially incomplete; or

**15.6.6.**

any relevant Funding Agreement or Insurance Policy is terminated by the Client, or by the Client's counterparty on grounds of misconduct or breach of contract by the Client; or

**15.7.**

Quanta Law shall also be entitled to terminate the Agreement by giving 14 days written notice to the Client if Quanta Law advise that the Success Criteria are unlikely to be achieved, in which event the Client is liable to pay the sums due under the Funding Agreement, together with any outstanding Legal Expenses, to the extent that they are covered by the Insurance Policy, with any shortfall to be written off

**15.8.**

Any work in relation to the Case which the Client may subsequently instruct Quanta Law to undertake after termination of the Agreement shall be undertaken at the then prevailing Court Hourly Rates of Quanta Law, adjusted having regard to changes in the Consumer Prices Index as at the date the relevant work was performed, plus Counsel Fees, Legal Expenses and VAT if applicable, and for the avoidance of doubt any such work shall be undertaken by Quanta Law under a separate retainer with the Client.

**15.9.**

Quanta Law shall also be entitled to terminate this Agreement if court proceedings become necessary. In these circumstances, unless Quanta Law advises the Client that court proceedings are unlikely to succeed, Quanta Law will agree to conduct such court proceedings under a conditional fee agreement (CFA) in substitution for this DBA, so long as the Client agrees to the CFA covering all work done on the Client's Case since the Initial Instruction Date which was of or incidental to the proposed court proceedings.

**16.**

**POST TERMINATION**

**16.1.**

After the Agreement ends (for whatever reason) Quanta Law shall (if appropriate) apply to have its name removed from any court proceedings relating to the Case, unless the Client has another form of funding satisfactory to Quanta Law and instruct Quanta Law accordingly.

**16.2.**

Quanta Law has the right to preserve its Lien unless the Client pays all sums for which they are liable under this Agreement.

**17.**

**DISPUTE**

**17.1.**

Subject to paragraph 17.3 of the Agreement, any dispute between Quanta Law and the Client, except in respect of a claim by Quanta Law for its DBA Fee and Legal Expenses, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in London before a single arbitrator.

- 17.2. Subject to paragraph 17.3 of the Agreement, any dispute between Quanta Law and the Client as to the terms and effect of this Agreement in respect of a claim by Quanta Law for the DBA Fee and Legal Expenses shall be subject to the exclusive jurisdiction of the English courts.
- 17.3. Where there is a dispute between the Client and Quanta Law as to the apportionment of any Settlement sum between Damages and costs of the Case (whether or not the Opponent or other party purports to make such an apportionment), either party may refer that dispute for determination by an independent barrister of appropriate seniority and experience having regard to the subject matter, value and complexity of the dispute. The barrister shall act as an expert not an arbitrator, and his decision shall be binding. The barrister shall decide the procedure for resolving the dispute, and who is to be responsible for the costs of the dispute, including his own fees. The barrister will be appointed by agreement between Quanta Law and the Client or in default of agreement by The President of the Law Society.
- 17.4. Nothing in paragraph 17 is intended to or shall prejudice any rights of the Client under the Solicitors Act 1974 or any right of recourse to the Legal Ombudsman, the SRA or other regulator.
18. **SEVERANCE**
- 18.1. If any provision of this Agreement is invalid or unenforceable, or would if given effect render this Agreement or any part of it invalid or unenforceable, then it shall be deemed to be severed from this Agreement, and the balance of the Agreement shall continue in full force and effect.
19. **OTHER POINTS**
- 19.1. Quanta Law and the Client each confirm that before this Agreement was entered into, the effect of the Agreement was explained and in particular the following:
- 19.1.1. the circumstances in which the Client may be liable to pay the DBA Fee and Legal Expenses and VAT if applicable in accordance with this Agreement;
- 19.1.2. the Client's right to seek an assessment or to challenge Quanta Law's costs and the procedure for so doing;
- 19.1.3. the circumstances in which the Client may be liable for their Opponent's or other parties' costs;
- 19.1.4. that any costs recovery from the Opponent or any other party will not be directly based on the DBA Fee. If successful and the Client is entitled to a recovery of costs from the Opponent, the Client may be able to claim reasonable and proportionate Quanta Law costs on a conventional hourly rates basis, plus Counsel Fees, Legal Expenses and VAT if applicable. These costs will be subject to a conventional assessment by the court. In the case of early Settlement the DBA Fee and Legal Expenses and VAT if applicable payable by the Client could be substantially greater than the costs recoverable from an Opponent. Subject to how quickly a Settlement is achieved, the difference in costs recovered from the Opponent and the Client's Fees could in certain scenarios be substantial;
- 19.1.5. that the Client is required to procure the ability of Quanta Law to drawdown funding under the Funding Agreement to settle Legal Expenses on behalf of the Client;
- 19.1.6. whether other methods of financing any or all of the Client's costs and the possible liability for the Opponent's costs are available (including private funding and legal expense insurance), and if so, how they apply to the Client and the Case in question; and
- 19.1.7. of any interest (if any) Quanta Law may have in recommending a particular policy or other method of funding.

## Schedule 1 - Charges Explained

The reasons for setting the DBA Fee at the level claimed are:

1. The fact that Quanta Law will not be paid unless and until the Success Criteria are achieved;
2. The fact that we are not paid Legal Expenses in addition to the DBA Fee if the Success Criteria are achieved, and we also meet the costs of funding and the cost of the Insurance Policy;
3. Quanta Law's assessment of the risks of the Your Case, which include the following:
  - 3.1. It is a substantial Case, with a value estimated to be in excess of £15,000;
  - 3.2. The Case involves complex factual and legal issues and requires specialist knowledge to assess and deal with those issues;
  - 3.3. Further information may be provided by the prospective Opponents/Defendants which impacts upon the viability of the Case;
  - 3.4. The risk of witnesses not "coming up to proof";
  - 3.5. The fact that there is a possibility the Opponent will put forward a conflicting interpretation of the facts;
  - 3.6. The fact that the Agreement is being entered into at the very outset of receiving instructions from You;
  - 3.7. The fact that if You lose, Quanta Law will not earn anything.
4. Irrespective of the risk of the Success Criteria not being achieved, a DBA Fee of 35% plus VAT (currently set at 20%) is the consideration which we require in return for acting on terms which are contingent on success, which give rise to uncertainty and unpredictability in our business affairs and deprive us of cashflow for what may be a significant period.

## Notice of the Right to Cancel

Date:

You have the right to cancel this Damages Based Agreement without giving any reason within a period of 14 days from the date that it was concluded. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached 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:

post to: **Quanta Law, 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX**

e-mail to: **enquiries@quantalaw.co.uk**

If you cancel this agreement, we will reimburse to you any payments received from you within 14 days, using the same means of payment as you used, and without charging any fee (although it is extremely unlikely that you will have made any such payments).

.....

### Cancellation Notice

If you wish to cancel the agreement you may use this form if you want to, but you do not have to. To: **Quanta Law, 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX enquiries@quantalaw.co.uk** I hereby give notice that I wish to cancel my DBA, your reference:

Signed:.....(only required if a paper form is used)

Name:.....

Address:.....

Date:.....

## Form of Authority

I authorise Quanta Law Limited to act on my behalf. If deemed to be in my best interests I give Quanta Law Limited full authority to refer my claim to any other third party, including but not limited to the Financial Ombudsman Service, and/or the Financial Services Compensation Scheme and/or one of its panel solicitors. I am aware I could progress this matter personally, but I wish to instruct Quanta Law Limited to pursue this investigation on my behalf.

I authorise the recipient of this form to retrieve all information and documents which my nominated advisor may reasonably request. This request is may also be made under Regulation 8 of The Financial Services (Distance Marketing) Regulations 2004 which provides that at any time during the contractual relationship, the consumer is entitled at request to receive the contractual terms and conditions on paper.

### DSAR Request Details

Mortgage Provider:

Mortgage Start Date:

Account Number:

Claim Address:

### First Claimant's Personal Details

Full Name:

Maiden name or any other previous name(s):

Date of Birth:

Current Address:

### Second Claimant's Personal Details

Full Name:

Maiden name or any other previous name(s):

Date of Birth:

Current Address:

### Signature

First Claimant:

Second Claimant:

Date:

Date:

## Explanation of your Quanta Law Limited Litigation Funding Loan Agreement

This document contains important information about your Loan Agreement, including your legal rights and obligations under it. You should consider it together with the accompanying Pre-Contract Credit Information (which you are free to take away if given to you in person). This is to help you decide whether to progress with the Loan, given your needs and financial situation. If you still have questions after you have read it, please contact us using the details shown at the end of this document.

### Unique features of this Loan

- The loan, which is a fixed sum credit agreement regulated by the Consumer Credit Act 1974, is designed to pay costs relating to the claim brought by you ("your Claim").
- This Agreement is designed so that you agree that it will be repaid out of your Claim Proceeds if your Claim is successful, or out of the proceeds of the Insurance Policy in the event that your Claim is unsuccessful.
- Your amount of credit is £4,800. This will fund the Mortgage Assessment Report purchased by Quanta Law Limited in connection with your Claim.
- There is a charge of £1,680 in respect of the Insurance Policy which covers repayment of this Agreement if your Claim is unsuccessful.
- Certain requirements and conditions need to be satisfied. These relate to your Claim. For example, you must enter into a Deed of Assignment with us in relation to the Claim Proceeds to ensure we are repaid and enter into a Damages Based Agreement with us in the form we provide to you.
- There are also several obligations on you, including those set out in condition 8 of the Agreement which you should read carefully. For example, you may not settle or otherwise compromise your claim without our agreement.

### Repayments

- Repayments of the loan are made on your behalf out of your Claim Proceeds in the event that your Claim is successful, or out of the Insurance Policy in the event that your Claim is unsuccessful. Unless clause 5.4 of the Agreement applies, we will not pursue you for any shortfall (see "what happens if repayments are not made" below).
- You will authorise payment of the Claim Proceeds directly to us and we will repay the sums owing via one single repayment within 7 days of receipt of any Claim Proceeds or any Insurance proceeds. Any excess monies will then be returned to you.
- The total amount that you will have to pay is £7,166.83. This is an illustrative amount based upon the credit provided being drawn down in full 14 days after the Date of the Agreement, interest being calculated daily and applied monthly in arrears to the Outstanding Balance from the 15th day and the Outstanding Balance being repaid in full in one instalment 12 months after the Date of the Agreement.

**What happens if repayments are not made**

- We will only pursue you directly for repayment in the exceptional circumstances set out in clause 5.4 of the Agreement, for example if there has been fraud on your part, or you decide not to pursue your claim against legal advice, or you are in receipt of the Claim Proceeds.

**If you change your mind**

- You have the right to withdraw from the Agreement without giving any reason by giving us oral or written notice of your intention to withdraw (using the contact details below) before the end of 14 days beginning with the day after the day on which you receive a copy of the executed Agreement.

**Any Questions?**

Please contact us on 0333 443 9889 if you require any further information or explanation.

(Standard European Consumer Credit Information)

1. Contact details

Creditor	Quanta Law Limited
Address	5000 Lakeside, Cheadle, SK8 3AX
Telephone Number	0333 443 9889
E-mail address	funding@quantalaw.co.uk
Web Address	www.quantalaw.co.uk

2. Key features of the credit product

Fixed Sum Credit Agreement regulated by the Consumer Credit Act 1974	
The total amount of credit.  This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	£4,800.00.
How and when credit would be provided.	The Credit will be drawn down by and paid to us in full 14 days after the Date of the Agreement.
The duration of the credit agreement.	The Agreement will commence on the date it is signed by both parties and will end when it is repaid in full in accordance with the terms and conditions. This will usually be on completion of the Claim funded by it, but it may be terminated early in accordance with the terms of the Agreement.
Repayments.	This Agreement will be repaid by you, either out of the Claim Proceeds; or if your Claim is unsuccessful, out of the Insurance Policy proceeds. These monies will be payable to us in the first instance and you authorise us to make repayment of the Outstanding Balance on your behalf out of and within 7 days of receipt of the Claim Proceeds and/or Insurance Proceeds. Please see clause 5 of the Agreement. We will not pursue you directly for repayment, except in the exceptional circumstances set out in clause 5.4 of the Agreement. This includes circumstances such as where you have provided us with false information.
The total amount you will have to pay.  This means the amount you have borrowed plus interest and other costs.	£7,166.83  This is an illustrative amount based upon the credit provided being drawn down in full 14 days after the Date of the Agreement, interest being calculated daily and applied monthly in arrears to the Outstanding Balance from the 15th day and the Outstanding Balance being repaid in full in one instalment 12 months after the Date of the Agreement.

<p>The proposed credit will be linked to the supply of specific goods or the provision of a service.</p> <p>Description of goods/services/land (as applicable).</p> <p>Cash price.</p>	<p>Mortgage Assessment Report in connection with your Claim payable by you to Quanta Law Limited.</p> <p>£4,800 (inc VAT).</p>
<p>Security required.</p> <p>This is a description of the security to be provided by you in relation to the credit agreement.</p>	<p>As security for repayment of the Outstanding Balance under this Agreement, we require you to provide us with an assignment (in the form of the Form of Assignment) to us of the Claim Proceeds.</p>

3. Costs of the credit

<p>The rates of interest which apply to the credit agreement.</p>	<p>10.48% per annum fixed for the duration of this Agreement. Interest will be calculated on the Outstanding Balance on a daily basis and applied monthly in arrears.</p>
<p>Annual Percentage Rate of Charge (APR).</p> <p>This is the total cost expressed as an annual percentage of the total amount of credit.</p> <p>The APR is there to help you compare different offers.</p>	<p>49.2% APR.</p> <p>For the purposes of calculating the APR, we have assumed that the Credit is drawn down in full 14 days after the Date of this Agreement and is repaid 12 months later and interest is calculated on a daily basis from the 15th day of this Agreement on the Outstanding Balance, to which it is added monthly in arrears.</p>
<p>In order to obtain the credit or to obtain it on the terms and conditions marketed, you must take out:</p> <ul style="list-style-type: none"> <li>- an insurance policy securing the credit, or</li> <li>- another ancillary service contract.</li> </ul> <p>If we do not know the costs of these services they are not included in the APR.</p>	<p>You do not need to take out insurance, as we will take out an Insurance Policy to cover your Claim ("the Insurance Policy"). The cost for this is set out as the Credit Facility Fee below.</p>
<p>Related costs</p>	

<p>Any other costs deriving from the credit agreement.</p>	<p>Credit Facility Fee: £1,680.00. This fee is payable to us. It will be added to the loan and will be debited to the Outstanding Balance 14 days after the Date of this Agreement.</p> <p>If you breach the Agreement then we may charge you (i) the reasonable costs and expenses incurred by us in dealing with the breach, and (ii) all court fees, legal costs (on a solicitor and own client basis), bailiff costs and service costs or other costs and expenses that we might reasonably incur in locating you and enforcing the Agreement, or any deed or document relating to it, against you.</p> <p>We may vary the above Fee(s) (but not the Credit Facility Fee) for any of the following reasons:</p> <ol style="list-style-type: none"> <li>1. We believe it is in your best interests; or</li> <li>2. To reflect any legal, regulatory or other changes which may be required, or in order to reflect a decision or recommendation made by a court, ombudsman, other regulator, or similar body; or</li> <li>3. Objectively justified business reasons, including but not limited to technological changes and/or changes to our administrative costs.</li> </ol> <p>If we do so, we will give you at least 7 days advance notice in writing before making the change.</p>
<p>Costs in the case of late payments.</p>	<p>There are no fees for missed or late payment under the Agreement. Interest will continue to run until the Outstanding Balance is repaid in full.</p> <p>Our reasonable costs of enforcing the Agreement.</p>
<p>Consequences of missing payments.</p>	<p>In the exceptional circumstances set out in clause 5.4 of the Agreement, such as where you are in serious breach we may pursue you directly for immediate repayment, including our reasonable costs of enforcement. In those circumstances failure to repay could make it more difficult for you to obtain credit in the future and may result in court proceedings against you, including an application for a charging order against your property to secure any judgment debt.</p>

**4. Other important legal aspects**

<p>Right of withdrawal.</p>	<p>You have the right to withdraw from the Agreement without giving any reason by giving us oral or written notice of your intention to withdraw before the end of 14 days beginning with the day after (i) the day on which the Agreement is made, or if information is provided after the Agreement is made, (ii) the day on which you receive either a copy of the executed Agreement or the information required in section 61A(3) of the Consumer Credit Act 1974.</p>
<p>Early repayment.</p>	<p>You have a right to repay the credit early, at any time in full or partially.</p>
<p>Consultation with a Credit Reference Agency.</p>	<p>Should we decide not to proceed with a prospective credit agreement on the basis of information from a credit reference agency we will inform you that the decision has been reached on the basis of information from a credit reference agency and of the particulars of that agency.</p>
<p>Right to a draft credit agreement.</p>	<p>You have the right upon request, to obtain a copy of the draft credit agreement free of charge, unless we are unwilling at the time of the request to proceed to the conclusion of the credit agreement.</p>

**5. Additional information in the case of distance marketing of financial services**
**(a) concerning the creditor**

Registration number.	Quanta Law Limited is authorised and regulated by the Solicitor's Regulation Authority under firm reference 649147.
The supervisory authority.	The Solicitor's Regulation Authority.

**(b) concerning the credit agreement**

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	The law of the area where you are resident in the United Kingdom.
The law applicable to the credit agreement and/or the competent court.	The Agreement shall be governed by the law of the area where you are resident in the United Kingdom on the date the agreement is made. The courts of such area shall have non-exclusive jurisdiction.
Language to be used in connection with the credit agreement.	English.

**(c) concerning redress**

Access to out-of-court complaint and redress mechanism.	<p>If you have a problem please contact us using the details above. If are unable to resolve your complaint internally to your satisfaction, you may refer it to either:</p> <p>the Financial Ombudsman Service, Exchange Tower, London E14 9SR  Telephone: 0800 023 4567  Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>  Web: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></p> <p>the Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ  Telephone: 0300 555 0333  Email: <a href="mailto:enquiries@legalombudsman.org.uk">enquiries@legalombudsman.org.uk</a>  Web: <a href="http://www.legalombudsman.org.uk">www.legalombudsman.org.uk</a></p> <p>You can also refer the matter to the European Online Dispute Resolution platform which can be found at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a></p>
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**Parties to this Agreement**

(1) Quanta Law Limited

of 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX (company number: 11221126) together with any of our successors and assigns, are referred to in this agreement as “we” or “us” or the “Lender”; and

The Client:

Address:

and Email Address:

The Client:

Address:

and Email Address:

**Duration of this Agreement**

This Agreement will commence on the date it is signed by both parties and will end when it is repaid in full in accordance with the terms and conditions. This will usually be on completion of the Claim funded by it, but it may be terminated early in accordance with the terms of this Agreement as set out below.

**Amount of Credit/Cash Price**

£4,800.00 (including VAT): Mortgage Assessment Report on your Claim.

**Charge for Credit**

Credit Facility Fee £1,680.00.

This fee is payable to us. It will be added to the loan and will be debited to the balance outstanding 14 days after the Date of this Agreement.

**Total Amount Payable**

£7,166.83

This is an illustrative amount based upon the credit provided being drawn down in full 14 days after the Date of the Agreement, interest being calculated daily and applied monthly in arrears to the Outstanding aBalance from the 15th day and the Outstanding Balance being repaid in full in one instalment 12 months after the Date of the Agreement.

### **How and When the Credit will be provided**

The Credit will be drawn down in full 14 days after the Date of this Agreement. We will credit it to the Solicitors' Account and you irrevocably authorise us to make such payment directly.

### **Interest rate**

10.48% per annum fixed for the duration of this Agreement. Interest will be calculated on the outstanding balance on a daily basis and applied monthly in arrears.

### **APR**

49.2 % APR.

For the purposes of calculating the APR, we have assumed that the Credit is drawn down in full 14 days after the Date of this Agreement and is repaid 12 months later and that interest is calculated on a daily basis from the 15th day of this Agreement on the Outstanding Balance, to which it is added monthly in arrears.

### **Repayment**

This Agreement will be repaid by you, either out of the Claim Proceeds; or if your Claim is unsuccessful, out of the Insurance Policy proceeds. These monies will be payable to us in the first instance and you authorise us to make repayment of the Outstanding Balance on your behalf out of and within 7 days of receipt of the Claim Proceeds and/or Insurance Proceeds. Please see clause 5 below for further details. Although the primary obligation to repay is yours, in practice repayment will be made in one instalment by us on your behalf out of the Claim and/or our Insurance Proceeds. We will not pursue you directly for repayment, except in the exceptional circumstances set out in clause 5.4 below.

### **Security**

As security for repayment of the Account Balance under this Agreement, we require you to provide us with an assignment (in the form of the Form of Assignment) to us of the Claim Proceeds. Please see clause 6 below for further details.

### **Compulsory Insurance**

You do not need to take out insurance, as we will take out cover for your Claim ("the Insurance Policy"). The cost for this is set out in the Credit Facility Fee above.

### **Other Charges**

There are no charges for missed or late payment under this Agreement.

Interest will continue to run until the Balance Outstanding is repaid in full.

We may charge you our reasonable costs of enforcing this Agreement pursuant to clause 5.4.

### Missing Payments

In the exceptional circumstances set out in clause 5.4 below, where you are in serious breach we may pursue you directly for immediate repayment, including our reasonable costs of enforcement. In those circumstances failure to repay could make it more difficult for you to obtain credit in the future and may result in court proceedings against you, including an application for a charging order against your property to secure any judgment debt.

### Right of Withdrawal

You have a right to withdraw from this Agreement pursuant to Section 66A of the Consumer Credit Act 1974 within 14 days, without having to give any reason. The withdrawal period begins immediately upon signing the agreement and ends 14 days after the day on which you receive a copy of the executed agreement from us. If you decide to withdraw from this Agreement, you must notify us of your intention to withdraw by one of the following methods;

Post: Quanta Law, 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX  
Email: [funding@quantalaw.co.uk](mailto:funding@quantalaw.co.uk)  
Telephone: 0333 443 9889

If you exercise your right to withdraw, usually there will be no sums to be repaid to us because the credit will not be drawn down until the expiry of the 14-day withdrawal period. If, for any reason, credit has been drawn down, you must repay to us without undue delay and no later than 30 calendar days after giving notice of your withdrawal, the credit drawn down and the interest accrued on it from the time of draw down until the time of repayment. The amount of interest payable per day (assuming all of the credit has been drawn down) is £1.86. You may make such payment to us by bank transfer to our Client Account: Sort Code 20-55-41, Account Number 33316556 quoting \_\_\_\_\_ as a reference.

We will treat a request to withdraw from this Agreement as a request to also cancel the associated services being provided.

### Connected Lender Liability

You may have a right to sue the supplier, Us, or both if you have received unsatisfactory goods or services paid for under this Agreement costing more than £100 and not more than £30,000.

This Agreement finances the supply of specific goods or services. If you have paid for goods or services under this Agreement costing more than £30,000 and not more than £60,260 and the goods or services are not supplied, or are supplied only in part, or do not conform with the contract, you have the right to seek redress from us, if you are unable to obtain redress from the supplier of the goods or services.

### Early Repayment

You can terminate this Agreement at any time by contacting us and settling it early in full. You have a right under s.94 of the Consumer Credit Act 1974, to either fully or partially clear your liability under this Agreement before repayment becomes due. Any credit repaid early may not be redrawn. You can do so as follows:

### Full Early Settlement

If you wish to make early repayment in full, you can notify us that you wish to do so through the website [www.quantalaw.co.uk](http://www.quantalaw.co.uk) or by telephone on 0333 443 9889 or by email to [funding@quantalaw.co.uk](mailto:funding@quantalaw.co.uk), or by post to 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX. We will tell you how much you need to pay once you have notified us. The amount of such repayment should be transferred to us at such bank account as we nominate.

### Partial Early Settlement

If you wish to make a partial early repayment you can notify us that you wish to do so through the website [www.quantalaw.co.uk](http://www.quantalaw.co.uk) or by telephone 0333 443 9889 or by email to [funding@quantalaw.co.uk](mailto:funding@quantalaw.co.uk), or by post to 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX. Once notice has been given, you can then transfer the amount of such repayment to such bank account as we nominate within 28 days beginning with the day following the date of our receipt of such notice (or such later date as you indicate in such notice).

If you make a partial early settlement payment, you can, at the same time, request (orally or in writing) information on the effect of the early repayment on this Agreement. We will provide this to you within 7 working days of such a request. A partial early settlement will reduce the amount payable, but not the term of this Agreement.

### Ombudsman

If you are not a business debtor, you have the right to complain to the Financial Ombudsman Service. If you are a business debtor, you may have a right to complain to the Financial Ombudsman Service.

### Terms and Conditions

Please take the time to read the terms and conditions below in full, as they form part of this Agreement.

### Supervisory Authority

For the purposes of this Agreement, Quanta Law Limited is carrying on an activity which is exempt from the general prohibition in section 19 of the Financial Services and Markets Act 2000 by virtue of section 327 of that Act and the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN is the Supervisory Authority under that Act.

### IMPORTANT - USE OF YOUR INFORMATION

We are Quanta Law Limited of 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX and we can be contacted by telephone on 0333 443 9889, by post at 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX and by email at [funding@quantalaw.co.uk](mailto:funding@quantalaw.co.uk).

You should have been provided with a full Privacy Notice prior to entering into this Agreement. This details how we will control, handle and process your personal data in connection with this Agreement. This also gives you full information as to your data protection rights. A copy is also available online at [www.quantalaw.co.uk](http://www.quantalaw.co.uk).

If you have not received this Privacy Notice, then you must immediately notify us of this by contacting us on the details we have set out

above in this section for you. For more information on your data protection rights, you can contact us using the contact details above.

If you are unhappy about how your personal data has been used or anything else to do with how we have acted in relation to your personal data, please request a copy of our complaints policy. You also have a right to complain to the Information Commissioner's Office which regulates the handling of personal data. You can contact them by telephone on 0303 123 1113 or by post to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Their website address is <https://ico.org.uk>

1. **Purpose and structure of this Agreement**
  - 1.1. This is a fixed sum credit agreement for the purpose of funding costs relating to the Claim brought by you (including VAT).
  - 1.2. This Agreement is designed so that it will be repaid by us on your behalf out of the Claim Proceeds and or the Insurance Proceeds. Although the primary obligation to make repayment is yours, we will not pursue you directly unless clause 5.4 below applies.
2. **Entering this Agreement**
  - 2.1. You are responsible for the security of any online account and email address so far as is within your control and will ensure that no third party accesses such account or email. You agree that unless you notify us otherwise, we are entitled to rely on any communications originating from any online account or email address and to assume that they were sent by you.
  - 2.2. In the event that you have an online account with us, you agree:
    - 2.2.1. to keep secure and not to disclose to anyone else any security access details ("Log in details") that enable you to access our system where your personal details, including a copy of this Agreement, are stored;
    - 2.2.2. provided that the Log in details are used in the course of any electronic communication with us and we are not aware that the Log in details have been wrongfully accessed, we are entitled to rely upon the authenticity of the instructions we receive as a result of that communication.
3. **Your Solicitors**
  - 3.1. We are your Solicitors for the purposes of this Agreement.
  - 3.2. This Agreement will be secured by the documents referred to in clause 6. You should read this Agreement in conjunction with these documents and any other documents that are referred to in this Agreement.
4. **Draw Down**
  - 4.1. The Credit may only be used to settle the costs (inclusive of VAT) associated with your Claim as set out above.
  - 4.2. We may draw down the Credit under this Agreement subject to the following conditions:
    - 4.2.1. we have received the following (in a form and substance satisfactory to us):
      - 4.2.1.1. A copy of this Agreement, signed by you;
      - 4.2.1.2. A Damages Based Agreement signed by you in respect of your Claim;
      - 4.2.1.3. A Form of Assignment signed by you in respect of your Claim;
    - 4.2.2. the 14-day period beginning with the day after the date of this Agreement has elapsed; and
    - 4.2.3. The first Advance must be made within 12 months of the date of this Agreement. If the first Advance has not been drawn down by such date, we may terminate this Agreement after giving you any notice required by law.
- 4.3. We may refuse to pay out the Credit in any of the following circumstances:
  - 4.3.1. if one of the events specified in clause 9 below occurs ("a Termination Event"); or
  - 4.3.2. if you settle or agree to settle the Claim at any time.
5. **Repayment**
  - 5.1. If your Claim is successful, you agree that we will repay this Agreement on your behalf out of any Claim Proceeds received by us. This will be within 7 days of receipt of the Claim Proceeds by us (in our capacity as your Solicitor).
  - 5.2. If your Claim is unsuccessful and does not result in you being awarded any damages and or costs or other pecuniary award, we will be repaid from the proceeds of the Insurance Policy we have taken out to cover your Claim. We will not pursue you for any shortfall.
  - 5.3. Subject to clause 5.4, we will accept the amount that we are entitled to under the Damages Based Agreement (including any Insurance Proceeds) in full and final settlement of the Outstanding Balance under this Agreement and we will not pursue you for any shortfall.
  - 5.4. Exceptional circumstances – immediate repayment by you
    - 5.4.1. Subject to the provision of any notice required by the Consumer Credit Act 1974, the Outstanding Balance will become payable by you immediately upon the occurrence of any of the termination events in clause 9.1 below.
  - 5.5. We will, if requested provide you with a statement of the Outstanding Balance.
6. **Security and Finance Documents**
  - 6.1. As security for repayment of this Agreement and all other monies that are or may become due to us from you, we require you to provide us with an Assignment to us of any Claim Proceeds due to you;
  - 6.2. This Agreement and each document entered into by you in accordance with clause 6.1 above are collectively referred to as the "Finance Documents".
7. **Representations and Warranties**

You represent and warrant to us (on each day after you have accepted the terms of this Agreement) that:

  - 7.1. none of the Termination Events set out in clause 9 has occurred;
  - 7.2. you have the power to enter into and perform your obligations under this Agreement and all other documents and agreements provided to us pursuant to its terms. You have taken all necessary action to authorise such documents and agreements, and such documents and agreements are binding on you;
  - 7.3. all of the information you have provided to us, whether in writing or otherwise, is true, accurate and up to date in all material respects; and
  - 7.4. you have disclosed to us every fact or matter known to you which could reasonably influence our decision to make this Agreement available to you.
8. **Your Obligations**
  - 8.1. You shall (unless otherwise agreed in writing):
    - 8.1.1. from time to time, on request from us, deliver to us such

information about your Claim(s) as we may reasonably request.

8.1.2.

promptly inform us if one or more of the Termination Events specified in clause 9 occurs (or is likely to occur);

8.1.3.

promptly inform us of any material changes in your Claim(s) and the proceedings to those that have been previously notified to us;

8.1.4.

promptly inform us of any event or circumstance which may reasonably affect our willingness to continue making this Agreement available to you;

8.1.5.

take all necessary steps to ensure we are repaid all sums owed under this Agreement;

8.1.6.

give all required assistance to us to ensure the proper progression and presentation of your Claim; and

8.1.7.

promptly inform us of any representation or warranty made by you under or in connection with this Agreement or any certificate, statement or document delivered or made by you pursuant to this Agreement which may be perceived to have been inaccurate or incorrect in any material respect when made or when it is deemed to be made.

**THE DBA FEE**

8.1.

The DBA Fee is payable by the Client to Quanta Law on achievement of the Success Criteria.

8.2.

The DBA Fee is set out in the Definitions above. The reasons for calculating the DBA Fee at this level are set out in Schedule 1 to this Agreement.

8.3.

The DBA Fee is payment by the Client for the service provided by Quanta Law in the conduct of the Case from the Instruction Commencement Date, and includes Counsel Fees and VAT. Under this Agreement, Legal Expenses are met by Quanta Law if the Success Criteria are achieved and are not charged in addition.

8.4.

The DBA Fee will be payable by the Client to Quanta Law by way of deduction from the Recovered Sum.

8.5

The DBA Fee also includes all sums payable under the Funding Agreement.

8.2. You shall not, without our prior written consent:

8.2.1.

unreasonably refuse to follow the reasonable advice of your legal counsel or us in relation to the conduct of the Claim;

8.2.2.

settle your Claim;

8.2.3.

settle your Claim for less than an amount which we advise you is reasonably achievable

8.2.4.

settle, discontinue or otherwise compromise your Claim

8.2.5.

agree to the payment of any Claim Proceeds otherwise than to us and in accordance with the assignment of such settlement to us;

8.2.6.

(other than as exists before the date of this Agreement which you have informed us of) grant or purport to grant a mortgage, charge, or other form of security in respect of the Claim Proceeds other

than to us;

8.2.7.

assign or otherwise dispose or attempt to dispose of the benefit of your Claim or the Claim Proceeds otherwise than in accordance with this Agreement.

**9. Termination Events**

9.1.

If any of the following events occurs, we may terminate this Agreement and or suspend draw down of the Credit by giving you such notice as is required by law. The Outstanding Balance will then become immediately payable by you:

9.1.1.

We reasonably determine that any representation or warranty made or information given by you or on your behalf under or in connection with this Agreement, the Damages Based Agreement or any certificate, statement or document delivered or made by you pursuant to this Agreement proves to have been incorrect, inaccurate, incomplete, or fraudulent in any material respect when made or given (or deemed to be made or given); or

9.1.2.

You are in material breach of any of your obligations under clause 8 above and if the breach is capable of remedy you fail to remedy that breach within 14 days of us asking you to; or

9.1.3.

you dis-instruct us and/or you are in receipt of the Claim Proceeds;

or

9.1.4.

you fail to take any step required by us to assist in the furtherance of your Claim or after consultation with you, we determine that you have acted in any way which is contrary to the positive outcome of your Claim; or

9.1.5.

you become insolvent or a petition is presented, or an order made for your bankruptcy; or

9.1.6.

you enter into or propose a debt management plan or voluntary arrangement with your creditors; or

9.1.7.

any event or circumstance occurs which in our reasonable opinion may adversely affect your ability to perform or comply with any of your obligations under this Agreement or any deed or document referred to in it; or

9.1.8.

you die.

9.2.

We shall also be entitled to terminate this Agreement by giving you 14 days written notice if we consider that the Success Criteria under the Damages Based Agreement are unlikely to be achieved. If this occurs you will be liable to pay us the sums due to the extent that they are covered by the Insurance Policy, with any shortfall to be written off.

9.3.

We may also terminate this Agreement for the purpose of clause 15.7 of the Damages Based Agreement (if court proceedings become necessary)

**10. Assignment**

10.1.

We may transfer, assign, charge or securitise any of our rights under this Agreement and/ or any amounts you owe under this Agreement, but not so as to affect any provisions of this Agreement or any of your rights to your detriment.

10.2.

Where we do so, we will give notice to you as soon as reasonably practicable. Following notice of any such assignment, any

- references to we, us or our, shall be read and construed as references to the assignee.
- 10.3. You may not assign or transfer your rights or obligations under this Agreement.
11. **Statements**  
We will send you a statement of the amounts you owe under this Agreement at least annually. We will not charge you for these statements.
12. **Copies of Documents and Communications with You**
- 12.1. We will provide you with an executed copy of this Agreement and the documents referred to in it before we draw down the credit.
- 12.2. Your address is the address appearing in the Parties section of this Agreement unless you give us written notice of another address for you within the United Kingdom. You must contact us if you wish to amend your address details. We may require you to produce two documents as proof of your new address and may refuse to amend your details if such proof is not provided.
- 12.3. You agree that we may contact you and serve upon you notices via the email address you have provided to us in the Parties section of this Agreement. We will be entitled to assume that this email address remains valid and used by you, unless and until you give us notice of a change to this email address.
- 12.4. Except as required by law, your account will be paperless, and you will need to view your information online.
- 12.5. Notices or documents will (insofar as permitted by law) be sent to any online account you have with us and/or emailed out to you at your email address you have entered in the Parties section of this Agreement.
- 12.6. Except as required by law, formal communications (such as notices, statements and copy documents under the Act) will be provided in PDF format and you expressly consent to this.
- 12.7. You must contact us if you wish to amend your email address details. We will only agree to such amendment subject to our validation of any such amendment.
- 12.8. Notices or documents sent to any online account you have with us or emailed to you will be deemed served 24 hours after they were sent to you by email or to your account. We will notify you of new information in your online account by email to your email address you have entered in the Parties section of this Agreement, or as amended in accordance with clause 12.7.
- 12.9. Any notice or document under this Agreement may be served by delivery or post to the address of the relevant party stated in the Parties section of this Agreement, or its last known address and if sent by first class post shall be deemed to have been received 48 hours after posting.
- 12.10. You agree to inform us immediately of any changes to your email address, telephone number and/or postal address.
13. **Regulatory Status**
- 13.1. Our supervisory authority is the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.
- 13.2. Quanta Law Limited is authorised and regulated by the Solicitors Regulation Authority, Firm Registration Number 649147.
- 13.3. We are registered with the Information Commissioner, Registration Number ZA442731.
14. **Contract (Rights of Third Parties) Act 1999**  
A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
15. **Counterparts**  
This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same agreement.
16. **Law and Jurisdiction**
- 16.1. This Agreement shall be governed by the law of the area where you are resident in the United Kingdom on the date the agreement is made. The courts of such area shall have non-exclusive jurisdiction.
17. **General**
- 17.1. No amendment or variation to this Agreement made by you shall be effective.
- 17.2. We are entitled to vary this Agreement (except for the Credit Facility Fee and the Interest Rate) for any of the following reasons:  
17.2.1. We believe it is in your best interests; or  
17.2.2. To reflect any legal, regulatory or other changes which may be required, or in order to reflect a decision or recommendation made by a court, ombudsman, other regulator, or similar body; or  
17.2.3. Objectively justified business reasons, including but not limited to technological changes and/or changes to our administrative costs.
- 17.3. If we make a change to this Agreement in accordance with clause 17.2, we will give you at least 7 days advance notice in writing before making the change and you are entitled to terminate by making Early Repayment at any time.
- 17.4. Any reference to this Agreement and to any provisions of it or in any other deed or document referred to in it, shall be construed as references to this Agreement as amended, varied, supplemented, restated, substituted or novated from time to time.
- 17.5. We will keep all information that we receive regarding your Claim and all privileged information we receive confidential and shall not disclose them, except to a potential assignee, transferee or sub-participant as permitted. If we do disclose such information, we will obtain a suitable confidentiality undertaking in your favour from such potential assignee, transferee or sub-participant.
- 17.6. If we choose not to enforce our rights, or grant you any time or other indulgence or delay enforcing our rights under this Agreement, this will not amount to a waiver by us of such rights or your breach of this Agreement and shall not prevent us from relying on our rights under this Agreement. For instance, if we allow you more time to make a payment this will not affect our legal rights.
- 17.7. A waiver given or consent granted by us under this Agreement will be effective only if given in writing (which may be transmitted by email) and then only in the instance and for the purpose for which it is given. It will not have contractual effect unless it is expressly stated to have such effect.
18. **Definitions and interpretation**  
In this Agreement the following expressions shall have the following meanings:

- 18.1. **"Borrower(s)"** means the person(s) named as borrower(s) in this Agreement, also referred to as "You". If you are more than one person, each of you is jointly and individually responsible for complying with this Agreement. Each of you may give us instructions under this Agreement.
- 18.2. **"Claim"** means the claim in relation to which the Mortgage Assessment Report is funded by this Agreement.
- 18.3. **"Claim Proceeds"** shall mean any sums and all value due to you and/or a third party in place of you or on your behalf, in connection with or arising out of your Claim as a result of any judgment, award, order, settlement arrangement, compromise (including payment of any damages, compensation, interest, restitution, recovery, judgment sum, settlement sum, compensation payment, costs and interest on costs), in each case before deduction of any taxes which you may be liable to pay in respect of the proceeds of that Claim.
- 18.4. **"Damages Based Agreement"** means the agreement, in the form that we have given to you, instructing us as your Solicitors to (amongst other things) receive the Claim Proceeds into our client account and to discharge all sums due under this Agreement, from such proceeds in accordance with our entitlement under that agreement.
- 18.5. **"Date of this Agreement"** means the latest of the dates of signature for either you or us as set out in the signatures section below.
- 18.6. **"Form of Assignment"** means the form of assignment (duly completed in the form that we have given to you) to us of the Claim Proceeds, which will be used as security to discharge the sums payable by you under this Agreement and the Damages Based Agreement. Any remaining sums will be returned to you.
- 18.7. **"Insurance Proceeds"** means the proceeds of the insurance cover that we have taken out to cover your claim.
- 18.8. **"Legal Costs"** means costs (inclusive of VAT) associated with your Claim.
- 18.9. **"Lender"** means us and each of our successors and assigns which has entered into an Assignment Agreement in respect of all or part of the loan made available under this Agreement.
- 18.10. **"Mortgage Assessment Report"** means the report that we purchase on your behalf and upon which the quantum of the Claim is calculated.
- 18.11. **"Order"** means an order made by any court in the United Kingdom.
- 18.12. **"Outstanding Balance"** means all sums due under this Agreement from time to time, including capital, charges and interest.
- 18.13. **"Solicitor's Account"** means our client account as your Solicitor at any given time.
19. **Complaints**  
In the first instance, please contact the Compliance Officer for Legal Practice at 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX by post, by calling 0333 443 9889, or by emailing: [funding@quantalaw.co.uk](mailto:funding@quantalaw.co.uk)
- If you remain dissatisfied with our response, you may have the right to complain to the Financial Ombudsman Service at:
- The Financial Ombudsman Service, Exchange Tower, E14 9SR  
Website: <https://www.financial-ombudsman.org.uk>  
Telephone: 0800 0234 567 (from a landline) 0300 123 9123 (from a mobile)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Alternatively, you may have the right to complain to the Legal Ombudsman at:
- Legal Ombudsman. PO Box 6806. Wolverhampton, WV1 9WJ  
Website: <https://www.legalombudsman.org.uk>  
Telephone: 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- In addition, you can also refer the matter to the European Online Dispute Resolution platform which can be found at <http://ec.europa.eu/consumers/odr/>

Signature

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

First Claimant:

Signature:

Date:

Signed: Quanta Law Limited



Second Claimant:

Signature:

Date:

Date:

This assignment is made on

Between

The Client:

Address:

The Client:

Address:

(the "Borrower(s)", "you")

Whereas

(A) The Assignor is the claimant(s), or intended claimant(s), in relation to a mortgage mis-selling/overcharge claim ("the claim proceeds")

(B) The Assignor has agreed to assign certain rights to the Assignee in respect of the Claim. The rights are the right to the proceeds of the Claim that the Assignor is entitled to ("the Claim Proceeds").

## 1 Assignment

In consideration of the Assignee providing funding to the Assignor for the disbursements becoming payable in respect of the Claim, the Assignor with full title guarantee hereby assigns to the Assignee all of its past, present and future rights, title, benefits and interests in the Claim Proceeds.

The Assignee undertakes to hold the Claim Proceeds on the following basis:

- As security for the repayment of the funding provided by the Assignee in relation to the Claim ("the Disbursement Costs") (such funds being deductible from the Claim Proceeds without reference to the Assignor); and
- For any balance on trust on behalf of the Assignor until such time as the Disbursement Costs have been paid to the Assignee at which time the balance of the Claim Proceeds shall be released from the terms of this Assignment and shall be subject to the terms of the DBA in place between the Assignor and Quanta Law Limited.

## 2 Consent to Transfer

The Assignor consents to the transfer of the Claim file to another firm of solicitors should Quanta Law Limited, for any reason, not be able to handle the Claim.

3 Right to Assign

The Assignee may at any time assign or otherwise transfer all or any part of its rights under this agreement without the Assignor's consent, but this shall always be subject to clause 1 above.

4 Counterparts

This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

5 Governing Law

This Assignment shall be construed and governed according to English law.

Signature

First Claimant:

Signature:

Date:

Signed: Quanta Law Limited



Second Claimant:

Signature:

Date:

Date:

This document sets out the terms of the relationship between You, the Client, and Us, Your Solicitor, and contains certain information that We are required to provide to You at the start of Your claim. We have tried to make the information as clear as possible and it is vital that You read the document carefully and fully understand and agree its contents. We do appreciate that You may like Us to clarify certain points and if there is anything You would like Us to explain, please do not hesitate to contact Us. These terms contain provisions which limit Our liability to £3 million. We refer You to the limitation of liability set out below.

#### **No claims to be made against individual directors, partners and employees of the firm**

Subject to the qualification set out below, no director, partner or member of staff of Quanta Law Limited will have any personal liability for work undertaken for You. You agree not to bring any claim personally against any individual director, partner or member of staff in respect of any loss which You suffer or incur, directly or indirectly, in connection with Our services. This will not limit Quanta Law Limited's own liability for its acts or omissions. This provision is intended to benefit such directors and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **Liability to persons who are not the Client of Quanta Law Limited**

Subject to the qualification set out below, We shall have no liability to any parties except You and any third parties to whom Our advice is expressly addressed.

#### **Our liability limited to £3 million**

Subject to the qualification set out below, Our liability for losses arising out of, or in connection with, Our retainer (including legal costs You incur in pursuing recovery of the losses, and including interest) shall be limited to the sum of £3 million in respect of any claim against Us. In defining what a claim is for the purposes of this clause, all claims against Us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against Us arising from one matter or transaction, shall be regarded as one claim.

#### **Proportionate liability**

Subject to the qualification set out below, if We are jointly, or jointly and severally, liable to You with any other party We shall only be liable to pay You the proportion of Your losses which is found to be fairly and reasonably due to Our fault. We shall not be liable to pay You the proportion which is fairly and reasonably due to the fault of another party.

#### **Effect of limitation or exclusion of liability You agree with another person**

We could be affected by any limitation or exclusion or liability which You agree with another of Your advisers or any other third party in connection with a matter on which We are acting for You. This is because such a limitation or exclusion of liability might also operate to limit the amount which We could recover from that other person, for example by way of contribution. Subject to the qualification set out below, You agree that We shall not be liable to You for any increased amount thereby payable by Us, or for any amount which We would have been entitled to recover from another of Your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

We believe the limitations on Our liability We have set out are reasonable having regard to the likely level of the loss We would cause to

You in the event that We incur a liability to You, and the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future. But should You consider them inappropriate We invite You to discuss the limits with Us and We will then investigate the options with You, including the option of providing further cover at additional cost.

### **Severance**

Each of the limitations set out above constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

### **Who Regulates Us?**

We are regulated by the Solicitors Regulation Authority (SRA). The professional rules relating to solicitors' firms, including the Code of Conduct can be accessed on the website of the SRA at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-firms/>.

Under an exemption from direct authorisation from the Financial Conduct Authority (FCA), whilst we are permitted to advise on and arrange non-investment insurance policies, specifically After The Event (ATE) Insurance, it is your responsibility to make your own insurance and funding arrangements.

Our firm holds professional indemnity insurance and, should You so request, We will provide You with the name and contact details of Our professional indemnity insurer, and details of the territorial coverage of the insurance.

### **What does Our Service Cost?**

Our service cost and terms and conditions are outlined in the Damages Based Agreement terms and conditions above.

### **Challenging our Charges**

In any circumstances where We do seek payment of Our charges from You, You are entitled to make a complaint to Us about the firm's bill, in accordance with Our complaints procedure. There may also be a right to object the bill by making a complaint to the Legal Ombudsman, and/or by applying to the Court for an assessment of it under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not consider a complaint about the bill if You have applied to the Court for assessment of the bill.

### **Time Limits**

Claims often involve time limits, particularly once legal proceedings are commenced, and there is a limitation period in place which provides a deadline by which Your Case must be pursued. Your co-operation at all times will help to ensure Your Case is progressed without delay. Failure to respond to Our requests for co-operation and information may result in Us ceasing to act on Your behalf.

### **Documents and Other Property**

It is important that you keep all documents, which relate in any way to your Case. For the present purposes, 'documents' includes anything recorded, whether in permanent or semi-permanent form, such as letters, contracts, receipts, diaries, computer records,

photographs, videos, and anything else of that kind. Whilst we do not need to see all of those documents at this stage, they may have to be produced in support of your Case or in court proceedings, and a duty is owed to the court to ensure that all documents related to the Case are retained in case they should be required. Also, if You have any other property which may be required to prove Your Case, You should retain that property until the Case is concluded, or We have advised that You can dispose of it.

### Financial Services

Sometimes litigation work involves investments. We are not authorised for providing investment advice and so may refer You to someone who is authorised to provide any necessary advice. However, We can provide certain limited services in relation to investments provided they are closely linked with the legal services We are providing to You as We are regulated by the Solicitors Regulation Authority.

### Client Satisfaction & Complaints

At Quanta Law, We aim to deliver a first class service every time. We realise however that things can sometimes go wrong and We welcome complaints as an opportunity to improve Our service. If something is wrong, We will do Our best to put it right. If You do need to make a formal complaint about Our service, We invite You to contact Us as outlined below and We will acknowledge Your complaint and confirm how it will be dealt with.

Telephone: 0333 443 9889  
Email: [enquiries@quantalaw.co.uk](mailto:enquiries@quantalaw.co.uk)  
By Post: Quanta Law Limited, 5000 Lakeside, Cheadle, Greater Manchester, SK8 3AX

If You are not satisfied with Our handling of Your complaint, You can ask the Legal Ombudsman to consider Your complaint. There are limits for submitting a complaint to the Legal Ombudsman. Where You have not followed Our complaints procedure, You must submit Your complaint to the Legal Ombudsman within six years from the date of the act/omission, or three years from the date which You should have known You have a complaint to pursue.

Where You have followed Our complaints procedure, the time limit for pursuing a complaint to the Legal Ombudsman is no later than six months from the date on which You received a definitive response to Your complaint from Us, or from the last day of the eight week period, whichever is the earlier.

There are exceptions to the eight week and six months rules. For information relating to those exceptions, please refer to the scheme rules on the Legal Ombudsman website.

Legal Ombudsman contact details:

Post: The Legal Ombudsman P.O. Box 6806 Wolverhampton WV1 9WJ  
Telephone: 0300 555 0333  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

### Fraud

Although the great majority of claims are entirely genuine, it has to be acknowledged that dishonest claims do exist. Any claimant who

is found to have brought a fraudulent claim risks having this reported to the police and being subject to criminal prosecution. In the event that the evidence establishes that a claim is being brought dishonestly, we will be entitled both to terminate our retainer and to seek recovery of any Costs and Legal Expenses which we have incurred.

#### **Money Laundering Regulations 2017 & Proceeds of Crime Act 2002**

As a law firm, We are subject to Money Laundering Regulations, The Proceeds of Crime Act and the Terrorism Act and as such We are under certain duties to report suspicious circumstances to the authorities. The law requires solicitors to obtain satisfactory evidence of the identity of their Clients and We may do this in a number of ways including using computer software or arranging for Your identity to be checked in person. We may validate name, address and other personal information supplied by You against appropriate third party databases. By accepting these terms and conditions You consent to such checks being made. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency which may keep a record of that information. This may affect Your credit rating. All information provided by You will be treated securely and strictly in accordance with the Data Protection Act 2018.

The provision of a Funding Agreement requires Us to extend the search of the registered Credit Reference Agency to meet Our responsibilities under the FCA Consumer Credit Sourcebook, which governs consumer lending and implements the Consumer Credit Act 1974. This enables Us to fulfil Our obligations to the funders of the Funding Agreement.

Please note that it is not Our policy to make any compensation payments to anyone other than yourself as Our Client, regardless of whether You provide written authority.

#### **Data Protection /Privacy Notice**

We use the information You provide primarily for the provision of legal services to You and for related purposes including: Updating and enhancing Client records; Analysis to help Us manage Our practice; Statutory returns and legal and regulatory compliance.

Our use of that information is subject to Your instructions, the Data Protection Act 2018 and Our duty of confidentiality. Please note that Our work for You may require Us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that We hold about You. Please contact Us if You would like a copy of Our full Privacy Policy.

#### **Using your personal information for legal services**

Personal information which You supply to Us will be used to fulfil Our contractual obligation to You in providing You with legal services.

It is necessary for Us to pass Your personal data to other organisations to provide You with legal services. Examples of such organisations are for document signing, barristers, financial experts, courts, government agencies and defendants such as insurance companies, local authorities, financial institutions or solicitors. We have to do so to comply with statutory legislation and court procedures.

Our legal basis for processing Your personal data to provide You with legal services is Contract, Legal Obligation and Legitimate Interest. We retain personal data for 6 years from the date We close Your Claim, except where it has been lodged with Us for safekeeping. We do not provide Your personal information to any other person, organisation or agency for any other purpose, other than as described

above. We do not use personal data to automate individual decision-making or profiling.

### Using your personal information for marketing

Personal information which You supply to Us may be used to provide You with information on legal services which We offer. Our legal basis for processing Your personal data is Legitimate Interest. Where You separately opt-in to receiving information about Our services, Our legal basis for processing Your personal data is Consent. You may withdraw Your consent at any time and without any detriment to Us providing You with legal services. We do not provide Your personal information to any other person, organisation or agency for any other purpose.

### Individual Rights

You may request a copy of the personal data We hold on You. We would normally provide this information to You, usually at no charge and within 30 days, or refuse and explain why.

You may request that personal data is rectified where it is inaccurate or incomplete. You may also request that personal data processing is restricted. We would normally rectify this information, usually at no charge and within 30 days, or refuse and explain why.

You may request that personal data is erased, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why. We may also extend the period to respond by a further two months if the request is complex.

You may object to the use of personal data, although this right is not absolute and applies in certain circumstances.

You may request that personal data is provided electronically or transferred, although this right is not absolute and applies in certain circumstances. We would normally consider this request, usually at no charge and within 30 days, or refuse and explain why.

Where a request is made, We would normally deal with it at no charge, except where a request was unfounded or excessive, where We would request a reasonable fee.

### Complaining about data processing

If you have concerns about how We have processed Your personal data, You should initially contact Jodi Booth by email at [jodi.booth@quantalaw.co.uk](mailto:jodi.booth@quantalaw.co.uk) or at Our registered address.

If You remain unsatisfied, You have a right to complain to the Information Commissioner's Office - concerns can be reported online at <https://ico.org.uk>, by telephone to 0303 123 1113, or in writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

### Confidentiality

If Your case requires litigation or disbursement funding and/or is indemnified by a legal expenses insurance policy, the funder and insurer of Your case may seek access to data for audit and monitoring purposes. We may be required to provide information and allow

audit in accordance with the terms of agreements with these providers. If You refuse consent the providers may be unwilling to provide assistance for Your Case.

Litigation funding will be provided by one of Affiniti Finance Limited, Quanta Law Limited, RS Consumer Finance Limited trading as Ampla Finance or Specialist Lending Limited trading as Duologi. Legal expenses insurance will be provided by one of Acasta Europe Limited, BCR Legal Assist Limited, G Reinsurance Limited, or Parker Colby Insurance Brokers Limited trading as Amberis.

All reviews are conducted in the strictest of confidence but please do advise Us if You would prefer Your file not to be audited.

### **Equality and Diversity**

Quanta Law Limited is committed to promoting equality and diversity in all of its dealings with Clients, third parties and employees. Please contact Us if You would like a copy of Our Equality and Diversity policy.

### **VAT**

Under current HM Revenue & Customs Regulations, if You are a company, business or individual who is registered for VAT, You are responsible for any VAT on Your legal costs. This is not recoverable from the person at fault and We will submit to You a VAT account.

### **Interest**

If interest can be claimed on any amounts your opponent is required to pay, You will be entitled to any interest relating to any loss you have incurred, subject to the Our policy regarding interest. We are entitled to keep any interest your opponent pays on Costs.

### **Outsourcing and Instructing Experts**

During the course of acting for you in connection with your case we may outsource aspects of the investigation process or need to obtain expert evidence to support your case such as from an Accountant, Financial Advisor or other expert. In some cases, Quanta Law may instruct Mortgage Audit Reporting Software Limited which is part of ME Group Holdings Limited. Robert Cooper is a shareholder of Quanta Law Limited and is also a shareholder and director of ME Group Holdings Limited. Quanta Law do not receive any commission or fee in respect of referrals to Mortgage Audit Reporting Software Limited, but Robert Cooper does have a financial interest in Mortgage Audit Reporting Software Limited. You are free to refuse to use the services of Mortgage Audit Reporting Software Limited, but this may result in a delay in obtaining evidence required to progress your case.

We outsource to Mortgage Audit Reporting Software Limited because we believe that to be in your best interests, and because they provide an efficient and expert service. Since you do not pay Legal Expenses in addition to the DBA Fee if the Success Criteria are achieved, then this outsourcing does not lead to any additional cost to you in any event.

Unless we hear from you to the contrary, we will assume that you are happy for us to use the services of Mortgage Audit Reporting Software Limited and will outsource work and/or issue instructions accordingly.

### **Fees and Commissions**

Under Solicitors Regulation Authority Rules, before we can begin to act for you, we must give you information about any financial

arrangement we have with the business partners. We do not receive any Fee or commission in respect of your claim. As a firm of solicitors, We have a professional duty to act in Your best interest at all times and give You independent advice. There is nothing in Our relationship with any business partner that would compromise or impair this duty or Our independence.

#### Your Papers

We operate a paperless environment and all correspondence and documents are scanned into an electronic file upon receipt. Personal documents that You send to Us will be returned to You by return post and all other paper correspondence will be destroyed once scanned. Once Your claim is settled Your electronic file will be archived and the record retained for a period of 6 years before being securely destroyed. If after Your file is archived You require copies of any papers We hold, a small charge may apply for retrieving the papers.