

This DAMAGES BASED AGREEMENT is made on {{DATE RFC}}

Between

Elmwood Law Limited, Registered in England & Wales at Companies House with number 14540208 ("the Solicitor")

and

{{NAME}} ("the Client") of

{{ADDRESS}}

1. This is a Damages Based Agreement made pursuant to the Damages Based Agreements Regulations 2013 (Statutory Instrument 2013 / 609).
2. This Agreement is intended to create a contract enforceable by law.
3. The General Terms and Conditions for the Supply of Legal Services by Elmwood Law are attached to this Agreement. ("the Terms of Engagement") and are incorporated into and apply to this Agreement, save as amended by the terms of this Agreement, and save where inconsistent with the terms of this Agreement in which event the terms of this Agreement shall prevail.
4. "The Defendant" is the debtor against whom the solicitor is instructed to pursue the case i.e the Bank/Building Society/Finance Provider that provided the car finance (PCP/HP).
5. "The Case" for the purpose of specifying the claim or proceedings or parts of them to which this Agreement relates as required by regulation 3(a) of the Damages Based Agreements Regulations 2013 is as follows:
 - i) The Client's claim against the Defendant for compensation for a mis-sold PCP/HP car finance agreement.
 - ii) This Agreement does not apply where it becomes necessary to issue legal proceedings.
6. "The Damages" is any refund, redress or compensation paid to the Client by the Defendant in relation to the Case. For the avoidance of doubt, this also includes any amounts paid to offset any Client arrears and includes any statutory interest.
7. This Agreement contains the terms and conditions upon which the Solicitor agrees to act in the Case on behalf of the Client on a contingency basis, so that the Solicitor will be paid the agreed percentage rate of charge, as detailed in the table below, of the Client's Damages. The solicitor will receive nothing if no financial benefit is recovered.

Band	Redress awarded for a claim (£)	The maximum percentage rate of charge	The maximum total charge (incl. VAT)
1	£1-£1,499	30% + VAT (36% in total)	£504
2	£1500-£9,999	28% + VAT (33.6% in total)	£3,000
3	£10,000-£24,999	25% + VAT (30% in total)	£6,000
4	£25,000-£49,999	20% + VAT (24% in total)	£9,000
5	£50,000 or above	15% + VAT (18% in total)	£12,000

8.
 - a) The services to be provided by the Solicitor in relation to the Case shall include:
 - i) Preparing and sending any necessary correspondence to the Bank/Building Society/Finance Provider/Loan Broker/Underwriter/Insurance Provider;
 - ii) Requesting that the Bank/Building Society/Finance Provider/Loan Broker/Underwriter/Insurance Provider investigate the mis-sold car finance (PCP/HP) taken out in the Client's name;
 - iii) Taking all reasonable steps to pursue the claim for compensation in respect of the mis-sold car finance (PCP/HP);
 - iv) In the event of a FCA consumer redress scheme we will take all reasonable steps to represent your interests and recover your entitlement to compensation in relation to that scheme;
 - v) Providing representation with the Financial Ombudsman Service.
 - b) The Solicitor does not agree to undertake:
 - i) Any work or provide any services, pursuant to this agreement once it becomes necessary to issue legal proceedings.
9. Pursuant to regulation 3 (b) of the Damages Based Agreements Regulations 2013 this Agreement must specify the circumstances in which the solicitor's payment, expenses and costs, or part of them are payable.

If the Client wins the Case meaning that the Defendant agrees to pay a sum by way of financial benefit to the Client, the Client shall pay to

the solicitor the following:

- (a) A percentage of the sum that is ultimately recovered by the Client as per the table above plus VAT.

Example of our fee: You receive compensation in the sum of £2,500.00 – the fee payable to us would be £700 plus £140 VAT totalling £840 leaving you with £1,660. Please note that the Defendant could use your compensation to pay off any debt you may have, for example any remaining balance on an active agreement. Regardless of this our full fee would still be payable.

10. Pursuant to regulation 3 (c) of the Damages Based Agreements Regulations 2013 this Agreement must specify the reason for setting the amount of the payment at the level agreed. The reason for setting the percentage at the above sliding scale is that this represents a sensible commercial payment for the work involved and undertaken on a credit basis. This is also in line with the fees that would be paid if you instructed a claims management firm. There is also a risk to the Solicitor of not being paid at all together with a delay in receiving payment. It is believed that our fee structure is an appropriate percentage and ensures that fees remain fair regardless of the amount obtained on behalf of the Client.

11. **Assignment of Success Fees**

The Client acknowledges and agrees that the Firm may, without requiring the Client's further consent, assign, transfer, or otherwise dispose of its right, title, and interest in any success fee, payment, or other sums due to the Firm under this Agreement (the "Assigned Rights") to a third-party litigation funder or other assignee (the "Assignee").

The Client acknowledges that:

- (a) this assignment shall not affect the Client's obligations under this Agreement, including the obligation to pay the success fee (if and when it becomes due);
- (b) payment by the Client of any success fee or other sums to the Firm, or to any person authorised in writing by the Firm to receive such sums on its behalf, shall constitute a full discharge of the Client's payment obligations in respect of those sums; and
- (c) the Firm may disclose to the Assignee such information as is reasonably necessary to give effect to the assignment, subject always to the Firm's professional duties of confidentiality and data protection obligations under the SRA Code of Conduct and the UK GDPR.

Notice of Assignment

- (a) The Client is hereby given notice that the Firm will assign its rights to receive any success fee or other sums due under this Agreement to a third-party funder.
- (b) The Client acknowledges that the identity of the funder is confidential and commercially sensitive; however, the Firm confirms that:
- (i) the assignment will not affect the Client's rights, obligations, or the Firm's duties owed to the Client;
- (ii) no information identifying the Client or details of the Client's case will be disclosed to the funder other than as strictly necessary to facilitate the assignment and in accordance with the Firm's professional obligations; and
- (iii) the Firm will remain responsible for all work carried out under this Agreement and for compliance with its professional duties to the Client, irrespective of the assignment.
- (c) This Agreement constitutes full and sufficient notice of such assignment for all legal and regulatory purposes.

No Change to Client Relationship

The Client acknowledges that any assignment of the Firm's rights under this Agreement shall not create any contractual or fiduciary relationship between the Client and the Assignee and shall not affect the Firm's ongoing duties to act in the Client's best interests and in accordance with its professional obligations.

12. **After-the-Event (ATE) Insurance**

You are informed that an After-the-Event ("ATE") insurance policy may be taken out in connection with your claim for redress against the loan provider under the relevant Financial Conduct Authority ("FCA") redress scheme. The purpose of this insurance is to provide protection for the third party funder against certain costs or liabilities that may arise if your claim is unsuccessful.

Cost of the Policy

You will not be responsible for paying the premium or any other costs associated with the ATE insurance policy. The cost of the policy will be met in full by third-party funders who are supporting the conduct of your claim. No deduction will be made from your damages or redress to cover the cost of the ATE policy.

Purpose and Beneficiaries of the Policy

The ATE insurance policy is primarily intended to protect the third-party funders and to reimburse them for any sums they have paid or become liable to pay in connection with your claim in the event that the claim is unsuccessful. You will not be entitled to receive any payment or other benefit under the terms of the ATE insurance policy.

Consent to the Policy

By entering into this Damages-Based Agreement, you acknowledge that we have informed you of the proposed ATE insurance policy, its purpose, and its intended beneficiaries, and you give your informed consent to such a policy being obtained and maintained for the benefit of the funders as described above.

Important Information

13. You fully understand that the Financial Ombudsman Service offers free support and you can make a complaint yourself, without the involvement of Elmwood Law.
14. You have a 14-day cooling off period which starts from the date you sign/e-sign the Letter of Authority during which you can cancel your contract without charge. Please email our customer service team at customer@elmwoodlaw.com or alternatively please write to us at Cancellation Team, Elmwood Law Limited, 14- 16 Stanley Street, Liverpool, L1 6AF.
15. If after the 14 days cooling off period you cancel your agreement before an offer of redress is made, Elmwood Law may decide to make a fair and reasonable a reasonable cancellation charge which will be determined by the stage your claim(s) have reached at the time you choose to cancel your claim. Once a cancellation is requested outside the 14 days, we will send out an itemized bill detailing the work Elmwood Law has completed on your behalf. This will be billed as per clause 29 below.
16. By signing this agreement, you are authorising Elmwood Law to carry out a soft credit search on your behalf by using your personal data in order to acquire required information (previous names, addresses, financial status, account numbers and agreement start dates) and data relating to historical finance accounts you may have held. I agree to Elmwood Law privacy policy and authorise them to conduct soft credit searches on my behalf through their provider, Valid8 IP Ltd, with no impact on my credit score. I also agree to Valid8 IP's [privacy policy](#).
17. We will verify your identity using a soft-search credit check, a photo ID check and/or an anti-money laundering service. Details of which will be shared with our associates, sub-contractors and legal partners.
18. You understand and accept that if your finance agreement is still live the lender will normally give you the option to reduce the amount you owe or hand the vehicle back and receive a refund, in both eventualities Elmwood Law's fee will still be due. In the event the lender offers you this option you must not agree to this form of settlement without our explicit consent and have agreed to pay our fees in full
19. You provide us with authority to investigate all accounts with your providers (lenders) and you provide us with permission to receive and pass on your information including your personal data in this matter. As well as agreeing to the payment of our fees on the total redress on these accounts.
20. You have the right to explore further advice and compare different firms.
21. By signing this agreement, you confirm that you have never been declared insolvent either by way of an IVA, Bankruptcy, Debt Relief Order (DRO) or a Trust Deed.
22. By signing this agreement, you confirm you are not currently in a Debt Management Plan or arrears with the Defendant (lender) we are looking into on your behalf.
23. You give permission for us to share your information including your personal data with our associates, sub-contractors and any replacement provider for claims management purposes.
24. You agree to provide Elmwood Law with any and all information requested, or where you do not have this, you will advise Elmwood Law of the same within a reasonable timeframe. Failure to do so may result in Elmwood Law terminating this Damages-Based Agreement.
25. If you breach any of the terms of this agreement you will be liable for our fees per hour as described or payment under our fees outlined in Provision 7 of this Agreement, whichever is appropriate. Breach examples are inclusive of but not limited to: failing to advise that a third party is already engaged, appointing a third party whilst Elmwood Law are engaged, approaching your lender or the Financial Ombudsman Service directly whilst Elmwood Law is engaged.
26. You agree that our obligation under this agreement may be transferred to another provider of claims management services or a law firm regulated by the SRA by giving you suitable notice via electronic communication (Inc. Email and SMS & WhatsApp) and the benefit of any or all of our rights under or relating to this agreement may be assigned to any of our affiliates, funders, investors or any other third party, without prior notice to you. This agreement may be varied by us by giving you reasonable notice via electronic communication (Inc. Email or SMS & WhatsApp).
27. You may terminate your instructions to us at any time by telling us in writing. We may also bring our instructions to an end at any time, if we have reasonable grounds to do so, by informing you in writing. We will give you reasonable notice of our intention to stop working with you. Examples of when we may bring our instructions to an end include a breach by you of your obligations under our Agreement such as to give us timely instructions or to pay our charges or requests for payment on account on time. Other examples include where the solicitor client relationship of trust and confidence has broken down, where we discover a conflict of interest, where to proceed would otherwise be contrary to legal or regulatory duties, where the risk profile for your case significantly changes or if you experience an insolvency event.
28. When instructions are terminated you will be liable for our charges including fees for time spent, disbursements and tax incurred (or which it will be necessary to incur) up to the point of termination being notified. We also reserve the right to charge you for any costs incurred after notice of termination if we need to transfer your file to another adviser or remove ourselves from the lender record.
29. Subject to any applicable data protection rights which may apply, we are entitled to withhold our full file of papers until any charges owed to us have been paid. We retain all intellectual property rights in the advice that we provide and the documents that we prepare but permit you to make use of such work for the purposes of your particular matter only.
30. If this Agreement is terminated before the resolution of the Case, you will be liable for the payment of any costs and expenses incurred up to the point of termination as laid out in our Terms of Engagement. The Damages-Based Fee will not be payable unless the Case is subsequently resolved with the award of Damages to you.

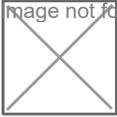
31. If our instruction is terminated for any reason whatsoever, after the 14 days and prior to an offer being made, Elmwood Law reserves the right to charge our Hourly Fees for work undertaken under this agreement. Such fees are calculated at six (6) minute intervals and rounded up to the nearest unit of 6 minute time-frames. For example, short or standard letters, emails and phone calls may require less than six-minutes of a fee earner's time but will still be charged as one six-minute unit. Each six-minute unit is the equivalent of 10% of our hourly rate.

Our hourly rates under the terms of this Agreement are £139 - £282 per hour (exclusive of VAT at 20%). You will also be charged for any additional costs we have incurred whilst working on your claim. The actual rate charged will depend upon who has worked on your case. Your invoice will provide a detailed breakdown of charges and will be detailed in line with clause 29 above. These charges are in line with SRA guideline charges which can be found here: <https://www.gov.uk/guidance/solicitors-guideline-hourly-rates>

32. We reserve the right to vary our hourly rates from time to time. Where this is the case we will notify you in advance of the same. Any disbursements will be charged in addition to this. If instruction is terminated after an offer is made, our No Win, No Fee structure will apply.

33. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

34. JURISDICTION. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement

<p>Solicitor Signature:</p> <hr/> <p>[[SIGNED_AT]]</p>	<p>Client Signature:</p> <p>image not found or type unknown</p>  <hr/> <p>[[EMAIL]] [[SIGNED_AT]] [[IP_ADDRESS]]</p>
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Terms of Engagement

By completing this complaint pack, you are agreeing to Elmwood Law's car finance claim terms and conditions as outlined below, in our Letter of Authority, Client Care Letter and our Damages Based Agreement (DBA).

If you have previously instructed another firm to act on your behalf, please check your obligations with them before committing to our Terms of Engagement.

We will only pursue a claim where we believe that there is sufficient merit. We aim to make the process as smooth as possible for you and to obtain the maximum amount of compensation you may be due, plus any interest that may be applicable. We will ask your Lender to investigate all car finance agreements that you may have purchased. Should any case(s) be upheld, the charges will be payable as per our percentage fee structure, outlined in the Client Care Letter.

The service provided by Elmwood Law includes:

- a) We will complete an initial assessment of your case and any potential claim.
- b) We will complete pre-administrative work and request pertinent data from your provider/lender.
- c) Once we receive the relevant information from your lender we will review the finance agreement and associated terms and conditions.
- d) Where we believe there is a genuine cause for a valid claim/complaint, we will represent your claim for redress from a provider/lender.
- e) We will calculate an estimated amount of loss based on information within the credit agreement.
- f) We will negotiate on your behalf to obtain an offer of redress for you if you were mis-sold.
- g) Where appropriate and deemed unavoidable we will pursue the case through the Financial Ombudsman Service (FOS).
- h) If the case is rejected by both the lender and FOS, and we believe there is legal grounds to proceed with litigation, we can act on your behalf to progress your case down the court litigation route. Please note this will be subject to a separate agreement.
- i) We make no representation or guarantee that a redress payment is assured.

Costs

Elmwood Law will act on a 'NO WIN NO FEE' basis. If your claim is not successful you do not pay us a penny.

If you choose to reject an offer that we believe is fair, or you attempt to rescind authority after an offer had been made, our fees will remain payable in full under the No Win, No Fee payment structure.

In successful cases we are entitled to receive a percentage of redress which is inclusive of VAT, of any financial redress recovered in relation to any accounts with your lenders, even if received after the initial settlement no matter if the redress was in part or whole by the way of refund, loan/arrears reduction and/or cash or awarded in relation to a regulator imposed Consumer Redress Scheme. In some instances, your Lender may decide to reinvestigate your complaint. If this results in your claim being upheld, you will still be liable for our fees. Our fees on a successful claim are subject to regulatory change but we will never charge you base fees that are higher than the percentage outlined to you at the time of you signing up for our services. Regarding VAT, this is currently 20% of any financial benefit, however, VAT is subject to government change from time to time. We charge VAT at the prevailing rate at the time that we charge you for services rendered.

Income Tax.

Where Statutory Interest is awarded; please be advised that this payment is subject to income tax which many lenders deduct at source. Elmwood Law's fees are due on the total amount of redress prior to HMRC's deduction. You may be able to claim income tax back from HMRC, depending on your circumstances.

What is a successful case?

A claim is deemed successful if you are awarded a return of any of the money that you have paid related to your car finance agreement and any corresponding interest and or compensation payments or any amount awarded under the introduction of any consumer redress scheme by a market regulator in relation to the regulated finance agreement(s) to which this contract relates.

This is awarded in a lump sum payment or an amendment of your existing loan term. The payment method will depend on your circumstances. Please note that should your account be in arrears then there is a possibility that any award will be paid against those arrears.

Ongoing Agreements.

If your case is successful and you are still paying your car finance agreement, your settlement may come in two parts.

1 - You may be refunded the commission you've paid to-date, along with interest that you have incurred and, in many cases, a further interest of 3%.

2 - In addition, any future payments that you pay during the remainder of your car finance agreement may be adjusted moving forward and your monthly payments will be reduced accordingly.

Offset Refunds.

In the event that you still have an outstanding balance on your motor finance agreement (or on any other finance agreements with the same Lender) and your Lender asks you to consent to any damages due being set off against any outstanding balance, you must not agree to this form of settlement without our explicit consent and have agreed to pay our fees in full.

How Are Fees Paid?

You are responsible for the payment of our fees. These fees should be paid from the amount that you are awarded. If you owe us fees on any

complaint that we have pursued on your behalf, we reserve the right to offset any redress you receive against your debt to us, regardless of whether redress relates to another complaint we have pursued for you.

Failure to Pay Fees

If we recover your money and you don't pay our fees, we have the authority to validate your application details with a Credit Reference Agency. We also reserve the right to perform a trace search on you if you fail to comply with the terms set out in your agreement to assist in recovering our fees or so that we can contact you at any new address.

Example of Cost - For example, if the offer of redress is £1000, then the agreed fee is 36% inclusive of VAT. The fee payable to us in successful cases would be £360 inclusive of VAT. Upon receipt of the redress, the fee should be paid without hesitation.

Table of Cost by percentage

Fee Bands	Compensation Payout	Percentage rate the Success Fee is calculated on (including VAT)	Maximum Success Fee in band (including VAT)
1	£1 to £1,499	36%	£504
2	£1500 to £9,999	33.6%	£3,000
3	£10,000 to £24,999	30%	£6,000
4	£25,000 to £49,999	24%	£9,000
5	£50,000 or more	18%	£12,000

Table of Example Costs

	Lower Example		Higher Example	
Band	Compensation Payout	Success Fee	Compensation Payout	Success Fee
1	£100	£36	£1,499	£504
2	£1,600	£537.60	£9,999	£3,000
3	£12,000	£3,600	£24,999	£6,000
4	£30,350	£7,284	£49,999	£9,000
5	£55,000	£9,900	£100,000	£12,000

- i) Upon completion of your claim(s), in successful cases, we have the right to reduce the percentage (%) charged to you. We will notify you if this applies to your claim(s)
- ii) We will continue to represent you to make sure the correct amount of redress is paid. If you receive any further payment from the lender, any additional payments are subject to the same terms as stated above under "Costs".
- iii) You are contractually obliged to notify us of any payments made to you by your lender in relation to any accounts held.
- iv) In the event that any fees are not paid within 21 days of receiving your redress amount we reserve the right to charge a £50 +VAT administration fee which will be added to any outstanding balance as well as late payment interest which will be calculated at 8% per annum from the fee due date until the final payment is received. Should a third party be used to recover any unpaid fees we reserve the right to charge for any additional third-party costs.

Important Information

- a. You fully understand that the Financial Ombudsman offers free support and you can make a complaint yourself without the involvement of Elmwood Law or seek independent advice.
- b. If you are unhappy at any stage throughout the process, please contact our customer service team at customercare@elmwoodlaw.com. Please refer to our website for our complaints procedure <https://www.elmwoodlaw.com>
- c. You have a 14-day cooling off period which starts from the date you sign/e-sign the Letter of Authority during which you can cancel your contract without charge. Please email our customer service team at customercare@elmwoodlaw.com or alternatively please write to us at Cancellation Team, Elmwood Law Limited, 14-16 Stanley Street, Liverpool, L1 6AF. If at any time during the 14-day cooling off period we receive an offer of compensation our normal fees will be payable.
- d. If instruction is terminated for any reason whatsoever, after 14 days and prior to an offer being made, Elmwood Law reserves the right to charge our Hourly Fees for work undertaken under this agreement. Such fees are calculated at six (6) minute intervals and rounded up to the nearest unit of 6-minute timeframes. For example, short or standard letters, emails and phone calls may require less than six-minutes of a fee earner's time but will still be charged as one six-minute unit. Each six-minute unit is the equivalent of 10% of our hourly rate. Our hourly rates under the terms of this Agreement are £139 - £282 per hour (exclusive of VAT at 20%). As stipulated in clause 29 of your Agreement with us.

- e. We must advise you that if you cancel your Claim(s) before you have been offered a redress by the Lender or achieving Success you may pay a greater amount than any awarded compensation.
- f. Once a cancellation is requested outside the 14 days, we will send out an itemised bill detailing the work Elmwood Law has completed on your behalf.
- g. By signing this agreement, you are authorising us to carry out a soft credit search on your behalf by using your personal data in order to acquire the required information (account numbers, credit start dates, previous names, previous addresses etc) on any historical finance accounts you may have held.
- h. We will verify the identity you submit using a credit checking and/or anti-money laundering service. Details of which will be shared with our associates, subcontractors and legal partners.
- i. By signing this agreement, you give permission to Elmwood Law to contact you in relation to other financial claim types that could benefit you via email, text, phone or WhatsApp, including but not limited to, Plevin, Undisclosed Commission Claims, Emissions Claims, Overdraft Claims, Irresponsible Lending Claims and Mortgage Claims.
- j. You understand and accept that if your finance agreement is still live the lender will normally give you the option to reduce the amount you owe or hand the vehicle back and receive a refund, in both eventualities Elmwood Law fee will still be due.
- k. You give us authority to investigate all accounts with your lender(s) and you give us permission to receive and pass on your information including your personal data in this matter. As well as agreeing to the payment of our fees on the total redress on these accounts.
- l. For more information on Car Finance Claims/complaints, our company, the Financial Ombudsman service or the FCA please visit our website at <https://elmwoodlaw.com>;
- m. You have the right to explore further advice and compare different claims companies.
- n. By signing this agreement, you confirm that you have never been declared insolvent either by the way of an IVA, Bankruptcy, Debt Relief Order (DRO) or a Trust Deed.
- o. By signing this agreement, you confirm you are not currently in a Debt Management Plan or in arrears with the lender(s) we are looking into on your behalf.
- p. You give permission for us to share your information, including your personal data with our associates, sub-contractors and any replacement provider for claims management purposes.
- q. You agree that our obligation under this agreement may be transferred to another provider of claims management services or a law firm regulated by the SRA by giving you suitable notice via electronic communication (Inc. Email and SMS) and the benefit of any or all of our rights under or relating to this agreement may be assigned to any of our affiliates, funders, investors or any other third party, without prior notice to you. This agreement may be varied by us by giving you reasonable notice via electronic communication (Inc. Email or SMS).
- r. You agree to the terms of our Privacy Policy: <https://elmwoodlaw.com/privacy-policy/>

Customer Satisfaction:

We continually strive to improve the level of service that we provide to our clients. As such, you may receive an invitation to participate in a customer satisfaction survey via Feefo, Survey Monkey, email or Facebook.

Our Complaints Procedure

It is important to us that we provide services of the highest quality to all of our clients. We aim to ensure that any complaints that clients may have are identified and dealt with in accordance with this procedure.

Making a complaint:

You can register your complaint with the person dealing with your matter, or our appointed complaints manager. They will ensure complaints are handled effectively and in accordance with this procedure.

- i) We will acknowledge your complaint within seven days;
- ii) We will conduct a full investigation and an independent review of your matter;
- iii) We aim to respond in full within 28 days, however, if your complaint is of a more complex nature, we will require more time. We will inform you of when you will receive a full response;
- iv) We will reply to, usually in writing, to tell you our views on your complaint and how we propose to resolve it, hopefully to your satisfaction;
- v) If you are dissatisfied with the outcome or the way your complaint has been handled, you may request that your complaint is independently reviewed by an external solicitor who will make such further investigations as are necessary;
- vi) The external solicitor will inform you of the conclusions and any alternative proposals to resolve your complaint, usually within 28 days of this being referred to them. Under no circumstances will the above investigation take longer than 8 weeks;
- vii) You may take your complaint to the Legal Ombudsman within 6 months of the expiration of the 8-week period of our definitive response in the meantime;

Legal Ombudsman

The Legal Ombudsman is an independent organisation which is ultimately responsible to Parliament. The Legal Ombudsman deals with

complaints about the legal profession. You must make any complaint to the Legal Ombudsman within a certain period of time of the act or omission in the work which gave cause to the complaint arising. We refer you to the website of the Legal Ombudsman, as below, for details of that time limit.

<https://www.legalombudsman.org.uk/>

There are also two additional relevant time limits; the Legal Ombudsman will accept complaints up to six years from the date of act/omission, or three years from when you should have known about the complaint.

However, this new limit will be introduced gradually, as at present, the problem must have happened on or after 6 October 2010, or if the problem happened earlier than that, you must not have been aware of it before 6 October 2010.

The Legal Ombudsman may:

- Investigate the quality of professional services supplied by a solicitor to a client
- Investigate allegations that a solicitor has breached rules of professional conduct
- Express a view on whether a solicitor's charges are fair and responsible
- Ensure that a solicitor has handled a complaint correctly

The Legal Ombudsman will not:

- Determine whether a solicitor has been negligent
- Give legal advice or tell a solicitor how to handle a case
- Review the outcome of a court case
- Review a decision of the Legal Aid Agency (the body that regulates the provision of legal aid)

Before it will consider a complaint, the Legal Ombudsman generally requires that the firm's internal Complaints Procedure has been exhausted. If it is necessary to involve the Legal Ombudsman it may take up to six months from the end of the firm's procedure. If the Legal Ombudsman is satisfied that the firm's proposals for resolving a complaint are reasonable, it may decline to investigate further.

The Legal Ombudsman's address and further details are:

- Legal Ombudsman PO BOX 6806 Wolverhampton
- Phone 03005550333
- www.legalombudsman.org.uk
- enquiries@legalombudsman.org.uk

ADR

You may wish to engage with alternative dispute resolution bodies instead of the Legal Ombudsman Services. In this scenario Elmwood Law will consider alternative competent bodies to be; Ombudsman Services, ProMediate and Small Claims Mediation. We will agree to use such a scheme if your complaint is not resolved by the Legal Ombudsman.

Referral Details

Your case may have been referred to us from a third party where a financial agreement is in place for case referrals. There are no provisions in the referrer agreement between Elmwood Law and the third party which would compromise, infringe, or impair any of our duties to you.

Money Laundering

Under the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002, all clients are required to pass an electronic identity verification process before any funds are released. To facilitate this all clients must provide a copy of photo ID. Copies of these will be held for a period of five years after the completion of your matter.

Data Protection

All of your data is controlled & processed in accordance with the General Data Protection Regulation & will be used to help us process your case. You give Elmwood Law full authority to disclose and receive information including special categories of personal data regarding any and all products from all relevant third parties (lenders/underwriters/processors/referrers/Official Receiver/Insolvency Practitioner). Discussions may include any financial issues that may arise as a result of our instruction on this matter, including any arrears, outstanding balances, full and final settlements and any other financial obligations. Your files are kept for up to 7 years & will be returned to you upon request. Our Privacy policy can be located at <https://elmwoodlaw.com/privacy-policy/>

Using Companies to Process Your Information Outside the EEA:

All countries in the European Economic Area (EEA), which includes the UK, have similar standards of legal protection for your personal information. We may run your accounts and provide other services from centres outside the EEA that do not have a similar standard of data protection laws to the UK. If so, we will ensure that any of your information held is to be protected to at least UK standards.

References in this agreement to "we", "us", "our" or Elmwood Law means our successors, transferees and assignees.

By signing this document, you confirm that you have read and agree to the Terms of Engagement outlined by Elmwood Law. Additionally, you

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This firm is authorised and regulated by the Solicitors Regulation Authority. SRA Number 8004621

explicitly acknowledge that in the event of a successful claim, a fee will be due to Elmwood Law as stipulated in this agreement. Furthermore, you grant Elmwood Law the authority to lodge a formal complaint to your lender on your behalf concerning any financial mis-selling complaint. This authority extends to the submission of a data subject access request to your lender. In the event of a rejection of your complaint, Elmwood Law will undertake to escalate the matter to the Financial Ombudsman on your behalf. Moreover, Elmwood Law retains the prerogative to refer your case to a partner law firm if it deems such action to be in your best interest for achieving a favourable resolution to your specific case.

Applicant 1

Client Full Name: {{ NAME }}	Client Signature: 
Date of Signature: {{ SIGNED_AT }}	<hr/> {{EMAIL}} {{SIGNED_AT}} {{IP_ADDRESS}}