



MONEY AND ME SOLICITORS

Here for your financial justice

CLIENT PACK

DAMAGES-BASED AGREEMENT

Money and Me Solicitors is a trading name of Money and Me Solicitors Limited which is authorised and regulated by the Solicitors Regulation Authority as a Licensed Body Alternative Business Structure (ABS) under Authorisation number:670274 and is also registered with the Information Commissioner's Office.

Money and Me Solicitors Limited is a company incorporated in England and Wales under the Companies Act 2006 and under Company Registration number:12552029. Registered Office: Unit 7 Olympic Park, Olympic Way, Warrington, Cheshire, WA2 0YL. Branch address: Unit 75, Fountain Business Centre, Ellis Street, Coatbridge, ML5 3AA Tel : 01236 607952 E-mail: info@moneyandmesolicitors.co.uk Website: www.moneyandmesolicitors.co.uk

DAMAGES-BASED AGREEMENT

This Agreement is governed by the Courts and Legal Services Act 1990 and The Damages-Based Agreements Regulations 2013.

This Damages-Based Agreement is intended by the parties to this Damages-Based Agreement to be a legally binding contract between the client and the representative. The Schedules to this Agreement are expressly incorporated into the contract between the parties, save that where the terms of such Schedules are inconsistent with, or are in conflict with the terms of this Damages-Based Agreement, it is agreed that the terms of this Damages-Based Agreement shall prevail.

Subject to any term expressly to the contrary, where the terms of this Damages-Based Agreement and the terms of any other Schedules are inconsistent with, or are in conflict with, any relevant law or statute including the Courts and Legal Services Act 1990 and the Damages-Based Agreements Regulations 2013, it is agreed that the terms of such law or statute shall prevail.

Damages-Based Agreement date:

Parties to Damages-Based Agreement:

representative: Money and Me Solicitors Limited t/a Money and Me Solicitors, Unit 7 Olympic Park, Olympic Way, Warrington, Cheshire, England, WA2 0YL.

client: {client name and address }

1. What is covered by this Damages-Based Agreement

This Damages-Based Agreement relates to, and is intended by the client and the representative to cover each, any and all claims or proceedings the client may have or has against:

ST JAMES'S PLACE WEALTH MANAGEMENT GROUP PLC, ST JAMES'S PLACE UK PLC AND ALL ST JAMES'S PLACE ASSOCIATED COMPANIES WHO HAVE PROVIDED SERVICES TO THE CLIENT.
(hereinafter referred to in this Damages-Based Agreement as the "opponent")

In respect of, or in any way arising out of the contractual relationship between the client and opponent.

All required and necessary steps in order to assess and thereafter pursue all such suitable claims or proceedings against the opponent.

Any application for pre-action or non-party disclosure in respect of any such claim or proceeding against the opponent.

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Any interim hearing in respect of any such claim or proceeding against the opponent.

Negotiations about and/or a court assessment of the costs of any claim or proceeding against the opponent.

Any advocacy by the representative, whether at trial or otherwise in respect of any claim or proceeding against the opponent.

Enforcement action in relation to any adjudication, order or judgment obtained on the client's behalf in respect of any claim or proceeding against the opponent.

If the representative deems it appropriate, representation by a barrister (counsel) at any hearing in respect of any claim or proceeding against the opponent.

2. What is not covered by this Damages-Based Agreement

Any claim or proceeding against a party who is not the opponent under this Damages-Based Agreement.

Any counterclaim against the client by the opponent in any court action on any claim or proceeding.

Any court appeal the client wishes to make, or any appeal made by the client's opponent, against a final order or judgment of the court in any claim or proceeding.

3. The representative responsibilities

The representative shall:

- pursue on the client's behalf, claims or proceedings covered by this Damages-Based Agreement against the opponent on the terms set out in this Damages-Based Agreement.
- always act in the best interests of the client in pursuing any claim or proceeding against the opponent and obtaining for the client, the best possible results, subject to the representative's duty to the court.
- explain to the client the risks and benefits of making any claim or proceeding against the opponent and give the client best advice about whether to accept any offer of settlement in respect of each and any such claim or proceeding.

4. The client responsibilities

The client shall:

- comply with the terms of this Damages-Based Agreement.
- give the representative clear and timely instructions which allows the representative to do their work properly.
- not ask the representative to work in an improper or unreasonable way.
- not deliberately mislead the representative.
- not exaggerate any part of any claim the client may have.
- co-operate with the representative when asked.

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- let the representative know promptly of any changes to the name; address or any other contact details of the client; any other change of circumstance or any change in the information that the client has previously provided to the representative.
- not communicate directly or indirectly with the opponent against whom the representative is pursuing any claim or proceeding on behalf of the client; with the Financial Ombudsman Service, the Financial Services Compensation Scheme or other compensatory body with whom the representative is dealing in relation to any aspect of any claim or proceeding whilst the representative is instructed and use the legal services of the representative as the client's sole representative Solicitors in pursuing any claim or proceeding against the opponent during the term of this Damages-Based Agreement.
- attend any court hearing if court proceedings are issued against the opponent, or any expert appointment when asked in respect of any claim or proceeding against the opponent.
- if court proceedings are issued in respect of any claim or proceeding against the opponent and there is no funding arrangement in place to fund ongoing expenses and disbursements; pay for such expenses and disbursements as any such claim or proceeding progresses.

5. Paying the representative

5.1 If the client wins any claim or proceeding under this Damages-Based Agreement against the opponent by, the agreement of the opponent at any stage from commencement of this Damages-Based Agreement but before any court proceedings are issued or, following any decision, award or determination of any kind by any adjudication body or scheme including but not limited to the Financial Ombudsman Service, the Financial Services Compensation Scheme or any other such body who adjudicates on any such claims or proceedings other than a court, then the client agrees to make a payment to the representative as follows:

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

being the lower of the percentage rate of charge based upon the above table but subject to the maximum charge set out above for the relevant band and based upon the amount of the damages ultimately recovered by or for the client on any such claim or proceeding against the opponent which is won and **all** expenses including any counsels' fees are included in that figure but plus VAT prevailing at the time of the payment becoming due and payable by the client to the representative.

By way of example, if the Redress/Damages awarded and recovered by or on behalf of the client on any claim or proceeding against the opponent under this Clause 5.1 of this Damages-Based

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Agreement is £12,000.00, the payment due and payable by the client to the representative will be 25% of that sum being £3,000.00 plus VAT at a rate of 20% (which may change up or down by the time of any settlement) of £600.00. The total payment due and payable to the representative in this example would be £3600.00 and the client would receive £8400.00. Please also refer to the pre-contract information for further examples.

5.2 If the client wins any claim or proceeding covered by and under this Damages-Based Agreement against the opponent by, the agreement of the opponent **after** court proceedings have been issued or by any form of judgment or order of the court **after** court proceedings have been issued, then the client agrees to make a payment to the representative of 50% of the damages ultimately recovered by or for the client on any such claim or proceeding and against the opponent which is won, together with expenses, except counsel's fees, which fees are included in the 50% total. Such 50% payment that the representative charges the client includes VAT at the standard rate. **Please note that the representative will never commence any court proceedings without the consent of the client.**

5.3 The payment the client agrees to make to the representative under this clause 5 shall for the avoidance of doubt become due and payable from the client to the representative, immediately when any recovery of damages is made by virtue of each and any win by or for the client in respect of any claim or proceeding against the opponent under the terms of this Damages-Based Agreement.

5.4 Notwithstanding the provisions contained above in clauses 5.1 and 5.2 of this clause 5, in respect of any claim or proceeding against any opponent under this Damages-Based Agreement, the payment due from the client to the representative shall be net of any sum by agreement or order, that has been paid or is payable by another party or the opponent to the relevant claim or proceeding which is won by or for the client. For the avoidance of any doubt, save where the relevant provisions of clause 9 of this Damages-Based Agreement apply, subject to clause 5.5 of this clause 5, and in accordance with The Damages-Based Agreements Regulations 2013, in respect of any claim or proceeding against any opponent under this Damages-Based Agreement, this Damages-Based Agreement does not, and shall not be construed as requiring the client to pay the representative an amount other than:

(a) the payment, net of—

(i) any costs (including fixed costs under Part 45 of the Civil Procedure Rules 1998); and

(ii) where relevant, any sum in respect of disbursements incurred by the representative in respect of counsel's fees, that have been paid or are payable by another party to the proceedings by agreement or order; and

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

The client agrees that any costs and expenses paid or payable by another party to the proceedings by agreement or order in favour of the client, in respect of any claim or proceeding and to be

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credited against any sum due by the client to the representative under this Damages-Based Agreement, can and shall be paid to the representative by the paying party to further the objectives of this clause 5 and this Damages-Based Agreement.

5.5 So long as this clause does not affect the enforceability of this Damages-Based Agreement in any way, it is further agreed that notwithstanding the provisions of clause 5.4 (b) of this Damages-Based Agreement, it is agreed that the payment for the purposes of clause 5.1 of this Damages-Based Agreement shall include all expenses which would otherwise be payable by the client to the representative under clause 5.4 (b) of this Damages-Based Agreement.

6. What happens if the client wins any claim or proceeding under this Damages-Based Agreement.

6.1 If the client wins any claim or proceeding against the opponent under this under this Damages-Based Agreement, the client agrees to making the payment due from the client to the representative as set out in this Damages-Based Agreement. If any such claim or proceeding is so won, then the charge made by the representative to the client is calculated by reference to what is set out in clause 5 of this Damages-Based Agreement.

6.2 The client further agrees that the representative may require of the opponent on any claim or proceeding, that any damages (together with any costs and expenses payable) such opponent has to, or has agreed to, and does pay in respect of any such claim or proceeding, be paid directly to the representative in whatever form (including a cheque made payable to the client account of the representative) so as to enable the representative to receive such damages and any costs and expenses into the client account of the representative, deduct any sum due and payable from the client to the representative under this Damages-Based Agreement in so far as this is permitted by The Damages-Based Agreements Regulations 2013; then pay the balance to the client.

6.3 If the opponent refuses to accept the representative's valid receipt of the sums payable to the client under this Damages-Based Agreement in respect of any claim or proceeding, the client agrees to immediately pay any such sum the client receives direct in respect of any claim or proceeding against the opponent, into a joint bank account in the name of the client and the representative. In such instance the client and representative agree, that from the sum held in such joint account, the representative may deduct any payment due and payable from the client to the representative under this Damages-Based Agreement as is permitted by The Damages-Based Agreements Regulations 2013; then pay the balance to the client.

7. What happens if the client loses any claim or proceeding under this Damages-Based Agreement.

7.1 Subject to the client complying with the terms of this Damages-Based Agreement, if the client loses any particular claim or proceeding against the opponent, the client does not have to pay the representative anything in respect of that claim or proceeding against such opponent.

7.2 If court proceedings are issued in relation to any claim or proceeding against any opponent under this Damages-Based Agreement, the client could be liable to pay any opponent's costs if the

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client loses or has won but the circumstances apply as set out in clause 11 of this Damages-Based Agreement. The representative will discuss with the client, the obtaining of insurance to cover these risks before the risk arises by the issue of court proceedings. Such insurance policy may cover the client against the risk of paying the opponent's costs if the client loses or the circumstances apply as set out in clause 11 this Damages-Based Agreement. Full details will be contained in the insurance policy documents. **Please note that the representative will never commence any court proceedings without the client's consent.**

8. The Damages-Based Agreements Regulations 2013

The Damages-Based Agreements Regulations 2013 require this Damages-Based Agreement to state "the reason for setting the amount of the payment at the level agreed".

In relation to any claim or proceeding against the opponent which is won by, agreement of the opponent at any stage from commencement of this Damages-Based Agreement but before any court proceedings are issued or, following any decision, award or determination of any kind by any adjudication body or scheme including but not limited to the Financial Ombudsman Service, the Financial Services Compensation Scheme or any other such body who adjudicates on any such claims or proceedings other than a court, the amount of the payment is as follows and as set out in Clause 5.1 of this Damages-Based Agreement:

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

being the lower of the percentage rate of charge based upon the above table but subject to the maximum charge set out above for the relevant band and based upon the amount of the damages ultimately recovered by or for the client on any such claim or proceeding against the opponent which is won and **all** expenses including any counsels' fees are included in that percentage charge figure but plus VAT prevailing at the time of the payment becoming due and payable by the client to the representative.

The reasons for setting the amount of the payment at this level are:

- (i) this is significantly below the maximum of 50% prescribed by Parliament in Regulation 4(3) of The Damages-Based Agreements Regulations 2013 to reflect the fact that the matter has been settled without court proceedings being issued but is the maximum that can be charged by virtue of the SRA Claims Management Fees Rules 2024.
- (ii) the representative receives nothing in respect of any claim or proceeding against the opponent if the client loses that claim or proceeding against such opponent.

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- (iii) it enables the representative to take on other than very safe claims or proceedings.
- (iv) it enables the client to pursue any given claim or proceeding against the opponent without risk of being liable for their own legal fees on such claim or proceeding which the client may have no means to pay.
- (v) it reflects the inherent risk in any claim or proceeding of this kind.
- (vi) the representative absorbs within the figure of the percentage rate of charge set out above any expenses paid by the representative including counsel's fees but excluding VAT within that figure called the payment.
- (vii) the indemnity principle applies to this Damages-Based Agreement. This means that the representative can never recover from the client's opponent, a sum in excess of what the client is liable to pay the representative on any particular claim or proceeding.

Thus, the representative risks earning much less than normal, that is if the representative were charging by the hour without a Damages-Based cap.

The reasons for setting the amount of the payment at 50%, that is 41.66% plus a VAT element of 8.34% if court proceedings are issued are:

- (i) that is the maximum prescribed by Parliament in Regulation 4(3) of The Damages-Based Agreements Regulations 2013.
- (ii) the representative is likely to have to spend significantly more time on any court case and there is likely to be much more extensive involvement of counsel when any claim or proceeding is pursued via court action against the opponent.
- (iii) the representative receives nothing in respect of any claim or proceeding against the opponent if the client loses such claim or proceeding against such opponent.
- (iv) it enables the representative to take on other than very safe cases; by definition if any claim has been issued through the court, it has not proved possible to settle it by agreement without issuing court proceedings on any such claim or proceeding against the opponent.
- (v) it enables the client to pursue any particular claim or proceeding against the opponent through the court without risk of being liable for their own legal fees on such claim or proceeding which the client may have no means to pay.
- (vi) it reflects the inherent risk in any claim or proceeding of this kind.
- (vii) the representative is absorbing the VAT and costs of counsel's fees within the figure of 50%, but not the cost of other expenses, within that figure called the payment.
- (viii) the indemnity principle applies to this Damages-Based Agreement. This means that the representative can never recover from the client's opponent, a sum in excess of what the client is liable to pay the representative on any particular claim or proceeding.

Thus, the representative risks earning much less than normal, that is if the representative were charging by the hour without a Damages-Based cap.

9. Termination

9.1 If this Damages-Based Agreement is ended in circumstances set out in this clause 9 other than if clauses 9.2 or 9.4 apply, the client shall be liable to pay the representative's costs and expenses.

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Subject to any legal, professional, or regulatory processes or restrictions allowing for a greater period of time before which, such costs and expenses become due and payable by the client to the representative, such costs and expenses shall become due and payable from the client to the representative within 30 days of delivery by the representative to the client of a bill of such costs and expenses.

9.2 If the client has a right to cancel this Damages-Based Agreement under Schedule 2 (see below) and does so within the 14-day time limit, the client will pay nothing to the representative.

9.3 If the client does not cancel within the 14-day limit under clause 9.2 of this Damages-Based Agreement and subject to clause 9.4 of this Damages-Based Agreement, subject to any restrictions imposed by the Damages-Based Agreement Regulations 2013 and the SRA Claims Management Fees Rules 2024, the client agrees to pay the representative's costs and expenses on any pending claim or proceeding against the opponent if:

- The client ends this Damages-Based Agreement before the client finally wins or loses all claims or proceedings against the opponent being pursued, or capable of being pursued, under this Damages-Based Agreement; or
- The client does not comply with the client responsibilities as set out in this Damages-Based Agreement in which event, the representative shall have the right, and does in fact, end this Damages-Based Agreement by notice in writing to the client.

In either of the above circumstances, the client shall be liable to pay to the representative, the representative's costs at the rates set out below as applies to each such relevant claim or proceeding under this Damages-Based Agreement, with letters, emails and telephone calls charged at one tenth of that rate, unless they last for longer than six minutes in which case they will be charged at the appropriate proportion of the hourly rate. Thus, if a telephone call lasted for 20 minutes, or an email took 20 minutes to compose, then the time charged for would be one-third of an hour. In addition, the client must also pay the representative's expenses payable and as applies to each such relevant claim or proceeding under this Damages-Based Agreement.

The rates chargeable by the representative to the client are:

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| A | Damian Allison and other Solicitors and legal executives with over 8 years' experience and all other non-Solicitor Directors of Money and Me Solicitors Limited, including, but not limited to David Miller. | £445.00 per hour plus VAT. |
| B | Solicitors and legal executives with over 4 years' experience and other skilled Financial Services Analysts and qualified professionals. | £380.00 per hour plus VAT. |
| C | Other solicitors or legal executives and fee earners of equivalent experience. | £320.00 per hour plus VAT. |
| D | Trainee solicitors, paralegals, and other fee earners. | £240.00 per hour plus VAT. |

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9.4 The representative may end this Damages-Based Agreement and not charge the client any costs or expenses, if the representative reaches a view in its absolute discretion that the client is unlikely to win or is unlikely to recover any damages, costs and expenses (or any further damages, costs and expenses as the case may be) on any pending claims or proceedings against the opponent and the client disagrees with the view of the representative.

10. Claiming costs from the client's opponent

10.1 As a general rule, costs can only be recovered from any opponent if they agree to do so, if a court orders them to do so following issue of court proceedings or any other adjudication body orders them to do so. It will usually only be a contribution towards such costs. However, the amount of time spent on that claim or proceeding is the basis on which the representative will claim costs from the opponent, except in a case to which Fixed Recoverable Costs apply, in which case the representative will claim those Fixed Recoverable Costs from any such opponent.

10.2 The Civil Procedure Rules provide that the fact that a party has entered into a Damages-Based agreement will not affect the making of any order for costs which would be made in favour of that party, save that such party may not recover by way of costs more than the total amount payable by that party under the Damages-Based agreement for legal services provided under that agreement. This is known as the indemnity principle.

10.3 The more the representative recovers or such is recoverable by agreement or order from the relevant opponent of the client in respect of a particular claim or proceeding, the less that the client will have to pay to the representative in respect of that claim or proceeding, as the representative must give credit to the client for all costs and expenses paid or payable by the client's opponent by agreement or order in respect of such claim or proceeding.

10.4 Subject to changes by the court, the SRA Claims Management Fees Rules 2024 and any Fixed Recoverable Costs regime applying to the claim or proceeding, the costs that the representative claims from the client's opponent on any claim or proceeding are set out below, with letters, emails and telephone calls charged at one tenth of that rate, unless they last for longer than six minutes in which case they will be charged at the appropriate proportion of the hourly rate. Thus, if a telephone call lasted for 20 minutes, or an email took 20 minutes to compose, then the time charged for would be one-third of an hour. There is no guarantee that the representative can recover costs from the client's opponent at the rates set out below as ultimately, the court or any other adjudicating body can be asked to decide what they believe should be paid by the client's opponent on any such claim or proceeding including the setting of the hourly rate.

Hourly rates

These are the rates to be claimed from any opponent, and these are based on the Guideline Hourly Rates which are scheduled to be changed annually to reflect inflation. Costs are always in the discretion of the court. They may be subject to the court allocating any case to a track whereby the amount of costs which can be recovered by a party from an opponent is fixed by the court. Such fixed costs regime was extended to potentially to cover claims for damages up to £100,000.00 in October 2023. This is difficult to determine as levels of complexity and such matters as trial length and other case specific features can result in a court allocating a case to a track which is or is not subject to fixed recoverable costs.

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| A | Damian Allison and other Solicitors and legal executives with over 8 years' experience, and all other non-Solicitor Directors of Money and Me Solicitors Limited, including, but not limited to David Miller. | £278.00 per hour plus VAT. |
| B | Solicitors and legal executives with over 4 years' experience and other skilled Financial Services Analysts and qualified professionals. | £233.00 per hour plus VAT. |
| C | Other solicitors or legal executives and fee earners of equivalent experience. | £190.00 per hour plus VAT. |
| D | Trainee solicitors, paralegals, and other fee earners. | £134.00 per hour plus VAT. |

11. What happens if the client wins but fails to get more than the client's opponent offered to settle any claim or proceeding which is subject to court proceedings.

11.1 If the client wins any claim or proceeding but fails to get more than the client's opponent has offered to settle the matter, then the client may be required to pay out of damages recovered, all of the opponent's costs and expenses running from 21 days after they made that offer. This may be a formal offer to settle in accordance with Part 36 of the Civil Procedure Rules or an informal offer to settle. Thus, the client risks sacrificing all of the damages recovered or recoverable and more even though the client may have won that claim or proceeding. A costs order may not be limited to the amount of damages awarded to the client and thus the client could end up paying out over and above the damages recovered on any claim or proceeding which is the subject of court proceedings. The representative will discuss with the client the obtaining of insurance to cover this risk **before** the risk arises by the issue of court proceedings. Such an insurance policy may insure the client against the risk of paying the client's opponent's costs even if the client wins the claim or proceeding. Full details will be contained in the insurance policy documents.

12. Section 74 Solicitors Act 1974

12.1 At this stage, it is impossible to know how much in costs and expenses can or will be recovered by the representative (if any sum) from the opponent in respect of any claim or proceeding, as the amount the representative recovers from the client's opponent or opponents depends upon whether any costs and expenses can be recovered at all as explained in this Damages-Based Agreement and can also be fixed or based upon the amount of work the representative does on any claim or proceeding, whereas the payment payable by the client to the representative in respect of any claim or proceeding under this Damages-Based Agreement is fixed unless the termination provisions of clause 9 of this Damages-Based Agreement apply. Consequently, it may be the case that the costs or payment that the representative will charge the client under this Damages-Based Agreement will be a sum greater than what the client can or will recover from the opponent on any

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particular claim or proceeding. By this Damages-Based Agreement the client expressly agrees to the representative charging the client such sum as is payable under this Damages-Based Agreement even though and if, this is a greater sum than that which the client can or does recover from the opponent of the client on any such claim or proceeding.

13. Enforcement action

13.1 If the opponent of the client agrees, or is liable to pay, any sum to the client in respect of any claim or proceeding under this Damages-Based Agreement and fails to make payment of such sum, the client gives the representative consent to take recovery action in the name of the client to enforce any such liability, judgement, order or agreement of any kind which gives rights of enforcement in respect of sums payable by such opponent to the client in respect of such claim or proceeding.

14. What happens after this Damages-Based Agreement Ends

14.1 Subject to any contrary provision in law or statute including the Damages-Based Agreements Regulations 2013, the representative shall have the right to preserve a lien over any property of the client in the possession of the representative until any amount owed to the representative by the client under this Damages-Based Agreement is paid in full.

14.2 After this Damages-Based Agreement ends, the representative shall have the right to apply to have their name removed from the record of any court proceedings or other record in which the representative is officially confirmed as acting on the client's behalf unless the representative continues to act for the client under another agreement.

15. Definition of terms in this Damages-Based Agreement

15.1 The following definitions shall apply to words in this Damages-Based Agreement:

"claim or proceeding" (including any expression of these words in plural form) means any and all forms of claims or proceedings covered by this Damages-Based Agreement which are capable of being or are pursued by the representative on behalf of the client via the claim or complaints process of one or more of the Financial Ombudsman Service, the Financial Services Compensation Scheme, a court of law (at first instance), Mediation, or any other such scheme or body whatsoever who mediates or adjudicates on such claims or proceedings and includes all preliminary steps such as the sending of Subject Access Requests to the relevant parties in relation to any potential claim or proceeding and all subsequent steps taken relating to pursuit of any such claim or proceeding against the opponent, from commencement of this Damages-Based Agreement until the representative on behalf of the client wins or loses the particular claim or proceeding.

"client" means the person set out at the head of this Damages-Based Agreement and identified as the client who has instructed the representative to provide advocacy services, litigation or claims management services and is liable to pay the representative for those services as set out in this Damages-Based Agreement.

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“costs” means in respect of each relevant claim or proceeding under this Damages-Based Agreement, the total of the representative’s time reasonably spent, multiplied by the reasonable hourly rate of remuneration of the representative.

“damages” means to the extent, and subject to, what is allowed by law or statute including the Damages-Based Agreements Regulations 2013, in respect of each and any claim or proceeding against the opponent under this Damages-Based Agreement, all money and/or the total equivalent financial value of any sums ultimately recovered by or for the client including but not limited to monetary sums:

- a) To compensate the client for any losses suffered including any consequential and other direct or indirect losses.
- b) Payments expressed in any way as gestures of goodwill or ex-gratia monies.
- c) Payments of cash or equivalent.
- d) Sums paid back, or into, any fund of the client, or into any form of Annuity or any other similar scheme of, or for the client.
- e) Payments to HMRC direct to cover any tax charge linked in any way to any claim or proceeding.

“expenses” means in respect of each relevant claim or proceeding under this Damages-Based Agreement, disbursements incurred by the representative, including the expense of obtaining an expert’s report.

“lose” ,“loses” or “losing” in this Damages-Based Agreement mean applying the word in context in relation to any claim or proceeding against the opponent, any form of agreement with any opponent from commencement of this Damages-Based Agreement, or any award, decision, judgement or adjudication of any kind by any adjudication body or scheme including but not limited to a court of law, the Financial Ombudsman Service, the Financial Services Compensation Scheme or any other such body who adjudicates on any claim or proceeding under this Damages-Based Agreement which results in that particular claim or proceeding against the opponent under this Damages-Based Agreement, being finally agreed in favour of that opponent or finally decided in favour of that opponent.

“payment” means a relevant percentage part of any damages ultimately recovered by or for the client in respect of each and any claim or proceeding against the opponent under this Damages-Based Agreement which is won, that the client agrees to pay to the representative as set out in this Damages-Based Agreement.

“representative” means the person providing the advocacy services, litigation services or claims management services to which this Damages-Based Agreement relates and as identified as such at the head of this Damages-Based Agreement.

“win” “wins” “won” “winning” in this Damages-Based Agreement means, in relation to each and any claim or proceeding against the opponent covered by this Damages-Based Agreement, any form of outcome which results in damages being ultimately recovered by or for the client on any such relevant claim or proceeding against the opponent covered by this

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Damages-Based Agreement and which triggers the right of the representative to the payment from the client as set out in this Damages-Based Agreement.

16. Schedules to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 require the representative to give the client certain information in relation to this Damages-Based Agreement and the services provided under it.

16.1 This information and the rights of cancellation appear at Schedule 1 and Schedule 2 below.

17. Jurisdiction

17.1 This Damages-Based Agreement is subject to the laws and jurisdiction of England and Wales.

17.2 The client has the right to apply to the court for assessment of the representative's costs in appropriate circumstances.

18. Conflict

This Damages-Based Agreement is made pursuant to The Damages-Based Agreements Regulations 2013 ("the Regulations") and if there are any conflict between this Damages-Based Agreement and the law or statute including the Regulations, then save for clause 5.5 of this Damages-Based Agreement which is for the benefit of the client and shall prevail over the terms of the Regulations to achieve such benefit if permitted by law or statute including the Regulations; the law or statute including the Regulations shall prevail.

19. Entire Agreement and Variation

19.1 This Damages-Based Agreement and Schedules constitute the entire agreement between the parties to this Damages-Based Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the client and representative, whether written or oral, relating to its subject matter.

19.2 The client and representative each acknowledge that in entering into this Damages-Based Agreement they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Damages-Based Agreement.

19.3 No amendment or variation of this Damages-Based Agreement will be valid unless confirmed in writing by each of the parties.

20. Severability

If any provision or clause (or part thereof) of this Damages-Based Agreement is, or is held by a court or other competent authority to be invalid, illegal or unenforceable, the client and representative will

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negotiate in good faith to amend or replace the relevant clause(s) or provision(s) so that, to the greatest extent possible, the amended clause(s) or provision(s) achieve the intended result of the original provision(s) and such changes shall not affect the remainder of this Damages-Based Agreement which shall remain valid and enforceable.

21. Notices

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

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

22. Schedules to this Damages-Based Agreement

It is important to read the three Schedules below (which include the Standard Terms of Business of Money and Me Solicitors Limited as Schedule 3).

The representative would like the client to ask questions on any aspect of this Damages-Based Agreement and Schedules that they do not understand before the client signs this Damages-Based Agreement.

Schedule 1 - <https://mmssjpcclaims.co.uk/wp-content/uploads/2024/08/LINK-TO-SCHEDULE-1-OF-DBA-PENSIONS98.pdf>

Schedule 2 - <https://mmssjpcclaims.co.uk/wp-content/uploads/2024/08/LINK-TO-SCHEDULE-2-OF-DBA-PENSIONS63.pdf>

Schedule 3 - <https://mmssjpcclaims.co.uk/wp-content/uploads/2024/08/LINK-TO-SCHEDULE-3-DBA-PENSIONS33.pdf>

Consent to Act.

I confirm that I have read the Pre-Contract Information provided by Money and Me Solicitors Limited before entry into this Contract and understand the contents. It is intended that this shall be my confirmation of receipt of such information before I am asked to enter into this Damages-Based Agreement.

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Having considered all the options of the different ways of paying for legal services and pursuing a claim myself without any charge from a representative, I wish Money and Me Solicitors to act for me as the client on the form of no win no fee basis of this Damages-Based Agreement.

I have not previously pursued any claim against the opponent named in this Damages-Based Agreement or instructed another representative to do so.

I therefore would like to instruct Money and Me Solicitors Limited to act on my behalf under the terms of this Damages-based Agreement and provide my informed consent for Money and Me Solicitors Limited to act on my behalf in pursuing a claim against the opponent on the terms set out in this Damages-Based Agreement.

I also agree and specifically consent to the representative utilising my electronic signature (with any digital certificate) or wet signature inserted below to be inserted into the generic Letter of Authority, and to also replicate and copy as necessary in order to send to any and all third parties who require this generically signed document before they will supply you, as my representative, with information or documentation which you as my representative may require in order to evaluate and assess any potential Claim(s) that I may have under this Damages-Based Agreement.

I, the client, have read and understand the terms and conditions of this Damages-Based Agreement (including all Schedules) and agree to its terms.

Signed client	
Print	
Date:	
Ref:	

Signed on behalf of Money and Me Solicitors Limited:

Print:

Date:

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