

CLIENT INFORMATION – PRE-CONTRACT

PRE-CONTRACT INFORMATION FOR CLIENTS WISHING TO USE THE LEGAL SERVICES OFFERED BY MONEY AND ME SOLICITORS

Before you enter into a Contract with Money and Me Solicitors Limited, we are required to provide you with some pre-contract information as set out below. When you sign the Damages-Based Agreement, you will be confirming that you have received this information prior to entry into the Damages-Based Agreement with us.

The basis on which we propose to charge for our services is under a form of no win no fee agreement called a Damages-Based Agreement.

In July 2024, the Solicitors Regulation Authority introduced a fee cap which was to apply to claims management carried out by us, on claims of the nature envisaged by our proposed Damages-Based Agreement with you. This link provides you with a copy of the relevant rules:

<https://www.sra.org.uk/globalassets/documents/sra/consultations/2023/claims-management-fees-rules-2024---board-approved.pdf?version=495d4d>

Please let us know if the link does not work, as it provides important information.

Claims via forums other than Court proceedings

By virtue of the fee cap introduced by the Solicitors Regulation Authority, if we pursue any claim for you which does not require the issue of court proceedings, we will charge you a fee based upon the amount we recover for you. We apply different percentages to different amount ranges 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.

So, we charge you 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 you on any such claim or proceeding against the opponent which is won. We include all expenses including any counsel's fees in that figure, but the amount payable is plus VAT at the prevailing rate at the time of the payment becoming due and payable by you to ourselves.

We would give credit for any sum by way of costs and expenses we recover from your opponent, but this is generally unusual in forums other than court action.

The SRA Claims Management Fees Rules 2024 require our charges to be reasonable and we base our proposed charge on the following:

- (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) we receive nothing in respect of any claim or proceeding against an opponent if you lose that claim or proceeding against such opponent.
- (iii) it enables us to take on other than very safe claims or proceedings.
- (iv) it enables you to pursue any given claim or proceeding against an opponent without risk of being liable for your own legal fees on such claim or proceeding which you may have no means to pay.
- (v) it reflects the inherent risk in any claim or proceeding of this kind.
- (vi) we absorb within the figure of the percentage rate of charge set out above, any expenses paid by us including counsel's fees but excluding VAT.
- (vii) the indemnity principle applies to the proposed Damages-Based Agreement. This means that we can never recover from your opponent, a sum in excess of what you are liable to pay us on any particular claim or proceeding.

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

By way of example of the estimate and actual charge under each band:

Band 1

If the Redress/Damages awarded and recovered by or on behalf of yourself on any claim or proceeding against the opponent under Clause 5.1 of the proposed Damages-Based Agreement is £1,450.00, the payment due and payable by you to us will be 30% of that sum being £435.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £87.00. The total payment due and payable to us in this example would therefore be £522.00, but the maximum charge for this band is £420.00 plus VAT equalling £504.00 and so that would be our charge and you would receive £946.00.

Band 2

If the Redress/Damages awarded and recovered by or on behalf of yourself on any claim or proceeding against the opponent under Clause 5.1 of the proposed Damages-Based Agreement is £9,500.00, the payment due and payable by you to us will be 28% of that sum being £2,660.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £532.00. The total payment due and payable to us in this example would therefore be £3,192.00, but the maximum charge for this band is £2,500.00 plus VAT equalling £3000.00 and so that would be our charge and you would receive £6,500.00.

Band 3

If the Redress/Damages awarded and recovered by or on behalf of yourself on any claim or proceeding against the opponent under Clause 5.1 of the proposed Damages-Based Agreement is £24,500.00, the payment due and payable by you to us will be 25% of that sum being £6,125.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £1,225.00. The total payment due and payable to us in this example would therefore be £7,350.00, but the maximum charge for this band is £5,000.00 plus VAT equalling £6,000.00 and so that would be our charge and you would receive £18,500.00.

Band 4

If the Redress/Damages awarded and recovered by or on behalf of yourself on any claim or proceeding against the opponent under Clause 5.1 of the proposed Damages-Based Agreement is £49,500.00, the payment due and payable by you to us will be 20% of that sum being £9,900.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £1,980.00. The total payment due and payable to us in this example would therefore be £11,880.00, but the maximum charge for this band is £7,500.00 plus VAT equalling £9,000.00 and so that would be our charge and you would receive £40,500.00.

Band 5

If the Redress/Damages awarded and recovered by or on behalf of yourself on any claim or proceeding against the opponent under Clause 5.1 of the proposed Damages-Based Agreement is £70,000.00, the payment due and payable by you to us will be 15% of that sum being £10,500.00 plus VAT (at a rate of 20% and which may change up or down by the time of any settlement) of £2,100.00. The total payment due and payable to us in this example would be £12,600.00, but the maximum charge for this band is £10,000.00 plus VAT equalling £12,000.00 and so that would be our charge and you would receive £58,000.00.

We do not currently envisage any circumstances where that basis or estimate will be exceeded where court proceedings are not issued but will provide you with all required updated information should that position change.

The proposed claim is currently within the scope of a statutory ombudsman, a statutory compensation scheme or an alternative dispute resolution scheme and so we are required to confirm that you can bring a claim yourself free of charge and without representation.

At this stage, we will be proceeding on the basis that we will be pursuing your claim via a statutory ombudsman, a statutory compensation scheme or an alternative dispute resolution scheme where the fee cap in the SRA Claims Management Fees Rules 2024 applies. Should that position change during the course of our acting on your behalf and we advise you to proceed with a claim in a way which means that the fee cap would not apply to either the whole or part of a claim (such as via court action), in circumstances where it would still be possible to proceed with a claim in a way which would mean that a fee cap would apply, we will provide a clear explanation of that fact, together with reasons as to why it is in your best interests to proceed as advised.

Similarly, as the claim is being commenced on the basis that the fee cap will apply to our charges, If we subsequently advise you to pursue the claim in a way which means that the fee cap ceases to apply to you, we will inform you of this before any action is taken and the additional costs consequences fully explained to you at that stage.

When invoicing you, if the claim is subject to a fee cap but your charges exceed the maximum amount that may be charged under the fee cap, because some charges fall outside it, we will specify which charges fall within the fee cap and which do not.

Claims via Court Proceedings

The SRA Claims Management Fees Rules 2024 do not apply court action, but we provide pre-contract information about court action by following this link:

Court Action – <https://mmssjpcclaims.co.uk/wp-content/uploads/2024/08/DBA-PENSIONS-SUB-LINK-TO-COURT-PROCEEDINGS-INFORMATION-WITHIN-LINK-TO-PRE-CONTRACT-INFORMATION76.pdf>

There are different ways for you to pay us for the legal services we provide to you. We provide what we hope is a helpful explanation of such different ways by following this link:

Ways to fund your claim – <https://mmssipclaims.co.uk/wp-content/uploads/2024/08/DBA-PENSIONS-SUB-LINK-TO-DIFFERENT-WAYS-TO-FUND-THE-RUNNING-OF-YOUR-CLAIM-WITHIN-LINK-TO-PRE-CONTRACT-INFORMATION4.pdf>