



## Applicant 1

## Applicant 2 (IF JOINT)

<b>CLIENT NAME:</b>
<b>PREVIOUS NAME:</b>
<b>CURRENT ADDRESS:</b>
<b>PREVIOUS ADDRESS(ES):</b>
<b>DATE OF BIRTH:</b>

<b>CLIENT NAME:</b>
<b>PREVIOUS NAME:</b>
<b>CURRENT ADDRESS:</b>
<b>DATE OF BIRTH:</b>

I/We hereby instruct Legal UK Services Ltd, a firm of solicitors regulated by the SRA 630831 to pursue a complaint(s)/claim(s) on my/our behalf, and authorise them to accept service of all correspondence and documentation as my/our Legal Representatives, at their address of **14 Edward Court, Broadheath, Altrincham, WA14 5GL**

I/We hereby give notice and authority to you and/or the Financial Ombudsman Service and/or the Financial Services Compensation Scheme that I/We instruct Legal UK Services Ltd in place of any other company that may have been previously instructed to act on my/our behalf. Any and all correspondence relating to my/our claim should be sent to only Legal UK Services Ltd inclusive of any Final Response/Offer(s)/settlement(s).

**I/We hereby confirm that any payment intended for me/us in settlement of this matter are to be made payable to:  
Legal UK Services Ltd. Client Account - Sort Code 209758 Account Number 03969525**

**I/We hereby also confirm that Legal UK Services Ltd have authority to liaise and correspond with the Information Commissioners Office on my/our behalf should it be necessary.**

I/We authorise legal UK Services Ltd to contact, discuss, negotiate and receive correspondence and information from you and/or your representatives and/or the Financial Ombudsman Service and/or the Financial Services Compensation Scheme in contemplation of all matters relating to, and in respect of my/our claim.

I/We explicitly request that Legal UK Services Ltd are fully approved as our sole representatives when logging my/our claim(s)

### DATA SUBJECT ACCESS REQUEST

**I/We hereby request true and complete copies of any and all written or audio documentation held, as these documents contain my/our personal information.** I/We am/are aware, and I/We understand the extent and level of information and documentation that might be provided to my/our solicitor (this being any and all information containing my/our personal data).

**I/We would be grateful if you could provide Legal UK Services Ltd with audio and/or written copies of said documents as soon as possible and in any event within 30 calendar days of this request.**

**I/We request that these documents (should you hold them) be delivered to Legal UK Services Ltd at the following address, within 30 calendar days of the written request 14 Edward Court, Broadheath, Altrincham, WA14 5GL**

**Should Legal UK Services Ltd not receive these documents within 30 days of the written request, I authorise Legal UK Services Ltd to lodge a formal complaint with the FCA, ICO, FOS and/or FSCS and advise me on the issuing of Court proceedings on my behalf. I remind you of your obligation to comply with the FCA Principles of Business (in particular, PRIN 2.1.1.1R and PRIN 2.1.1.5).**

<b>LENDER:</b>	
<b>ACCOUNT NUMBER:</b>	<b>SORT CODE:</b>
<b>PRODUCT TYPE:</b>	

<b>APPLICANT 1 FULL NAME:</b>
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<b>APPLICANT 2 FULL NAME:</b>
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I confirm that a photocopy, or an electronic copy, of this Letter of Authority will have the same legal effect as the original. Sign only if you accept the terms of this Letter of Authority. This agreement is signed electronically, signing electronically constitutes legal acceptance and gives authority and instruction to lenders and other relevant parties for Legal UK Services Ltd to act for you in the same way as if you had signed it with a pen.

<b>APPLICANT 1 SIGNATURE:</b>
<b>DATE:</b>

<b>APPLICANT 2 SIGNATURE:</b>
<b>DATE:</b>



Dear

### **Your Plevin (Undisclosed PPI Commission) Claim**

Thank you for choosing Legal UK Services to act on your behalf in respect of your Plevin (Undisclosed PPI Commission) claim, we value your business and appreciate you as a client.

### **Our Initial Advice to You**

Following the information you have provided we believe that there is sufficient merit to investigate further. As we are at the initial stages of the investigation we cannot confirm that you have grounds for a claim or until further information is provided what the likely amount of that claim would be.

### **Next Steps and Action Plan**

- I. We will make a request to the lender for the information they hold about you. This is called a Data Subject Access Request. The lender will have 30 days to respond. We may also send a request to a Credit Reference Agency such as Experian Ltd to obtain your credit file to validate and investigate your claim further.
- II. On receipt of this information, it will be reviewed and if we believe that there are sufficient merits of success of a claim we will advise you and write a letter of claim to the lender settling out the grounds of the claim.
- III. The Lender will then respond to this letter of claim within 28 days, however with some lenders it is common that they may ask for up to 3 months to respond.
- IV. Depending on the lender's response, since it is unlikely that you will be able to request the intervention of the Ombudsman we will advise you whether we believe that there is merit in commencing Court proceedings on your behalf.

Do not worry we will make the process as simple as possible for yourself, we will also keep you updated throughout the claim via Text/email and in some case by phone.

It is important that the firm has your up to date contact details at all times. If you should change your name, address or telephone number please let me know as soon as you can. This is imperative as sometimes in the process the lender may make time sensitive offers of settlement and we must be able to get hold of you urgently.

You will find enclosed the documents which need to be read and where relevant; completed, signed and returned at your earliest convenience. Please ensure you keep a copy of all documentation sent to you for your records. In signing these documents, whilst you may pursue the claim yourself, you have chosen to instruct Legal UK Services to bring it on your behalf.

### **Legal UK Services (no win, no fee) Funding Agreement**

One of the most important documents enclosed is our Damages Based Agreement (DBA). You should read the DBA carefully. It details what we will charge you for the work we have carried out. What follows is a summary; if there is any inconsistency between this letter and the terms of the DBA, then the DBA takes precedence.

We will charge you based on a percentage of the damages recovered by you in a settlement or court judgment. The amount you pay is called the DBA Payment. The percentage we have agreed is 48% (inclusive of VAT). The normal position in law is that the losing party pays the winner's costs. We will give credit for any costs paid or payable by another party to the proceedings by agreement or order. You will not be charged a separate fee by counsel for work done on your claim as their fees will form part of the DBA Payment.

In addition to the DBA Payment, you are liable to pay our expenses. Expenses are sometimes known as disbursements and would be the court fee that we paid out on your behalf to commence court proceedings. Although you are liable for our expenses: (i) we will give credit for any expenses paid or payable by another party to the proceedings by agreement or order; (ii) the litigation funder has agreed to advance funding for the

expenses on your behalf during the proceedings; and (iii) we may be able to recover some of your expenses from the ATE insurer. We will not seek to recover any further expenses from you if we cannot recover them from another party to the proceedings, the litigation funder or the ATE insurer (save for the ATE premium, as explained below). . If the claim is unsuccessful, you will not need to repay these expenses and will not be liable for any further expenses.

We have included examples of how much you may be required to pay us in the schedules to the DBA.

We have also explained in the DBA that, if your claim is allocated to the small claims track (which is most likely), then the amount of costs that can be recovered from the lender is limited and fixed. You expressly agree that the DBA permits payment to us of an amount of costs greater than that which you could have recovered from another party to the proceedings.

If you have any queries about the costs that can be recovered, please do not hesitate to contact us. The fixed costs are set out in more detail in Part 27 of the Civil Procedure Rules, which we can discuss in more detail if that assists. By signing this agreement, you confirm that you consider you have been provided with as much information you need about the recoverable costs and our fees, and that you consent to us being paid more than the amount that could have been recovered.

Although in setting the level of the DBA Payment, we take into account the risk of acting on conditional payment terms, the DBA Payment overall is the payment that we require for agreeing to conduct this litigation on your behalf, and it is not intended to be a charge which is proportionate to risk. By entering into this agreement you acknowledge and accept that, and agree to pay the DBA Payment specified.

### **Likely Overall Cost**

Under the DBA you will pay us the DBA Payment rather than fees calculated at our hourly rates. Nevertheless if your claim results in success you may be able to recover a portion of the fees from the lender (although this is likely to be fixed and limited if your claim is allocated to the small claims track). This is set out further in the DBA.

We estimate that your likely costs, calculated on an hourly rate basis, would be £2,000.00. We estimate that your likely expenses (which are payable in addition to the DBA Payment subject to the terms of the DBA) will be £350.00.

Please note that these are estimates only.

### **Likely Timescale**

A typical claim of this type takes around 6-9 months. Please note that this is an estimate only and is not a fixed or binding timescale and that your case may take shorter or longer than the estimated timeframe.

### **Third Party funding**

While we believe it is right to share some of the risk of these proceedings with you, we are only prepared to offer the DBA because we have obtained third party litigation funding from Augusta Pool 1 Ltd. The funding they are providing has been explained in more detail in the DBA. The funder will be paid out of the DBA Payment and/or the expenses recovered in the claim (and it is possible that we may pay 100% of the DBA Payment that we receive to the funder). You will not be responsible for paying anything to the funder.

### **People Responsible for Your Work**

There is no one person with responsibility for your claim. It will be dealt with by the Plevin Team. Their contact details can be found at the top of this letter. The person responsible for the overall supervision of your claim is Hazra Akuji who is a Solicitor and Head of Litigation.

If your file is transferred to another person or team at any stage then you will be informed in writing. There will be occasions where your file will be dealt with by other file handlers and supervised by other Solicitors.

### **Our Responsibilities**

Our responsibilities are set out in the DBA and we must:

1. Always act in your best interests, subject to our duty to the Court;
2. Explain to you the risks and benefits of taking legal action;
3. Give you our best advice about whether to accept any offer of settlement; give you the best information possible about the likely costs of your claim for damages.

### **Your Responsibilities**

Your responsibilities are set out in the DBA. You must:

1. not ask us to work in any way that is improper or unreasonable;
2. tell us promptly if any information that you have previously given to us is no longer true or accurate
3. listen carefully to our advice and act reasonably and commercially;
4. not abandon or discontinue the proceedings or any part of the proceedings against our advice;
5. not settle your claim (or any part of it) without our consent such consent not to be unreasonably withheld having regard to our duty to act in your best interests;
6. go to a court hearing if we request and co-operate generally with us in the conduct of the claim;
7. not enter into any agreement, orally or in writing, with any other person in respect of the claim (including any agreement relating to a sharing of, interest in, or charge over, damages) without our agreement.

We are obliged to inform you that exaggeration of any aspect of your claim could lead to the Court denying you of all compensation that you would otherwise be entitled to.

### **ATE insurance**

Under English law, if you lose you will typically be liable for the lender's costs. If your claim is allocated to the small claims track these are likely to be fixed and limited. You have agreed to take out an after the event insurance policy that should cover this risk.

As explained in the DBA, you will be required to pay the ATE premium plus IPT (being £140 in total), However, the payment of £140 is deferred until the conclusion of the case and is only payable if your claim succeeds. You authorise us to pay the ATE premium plus IPT out of your recovered damages in addition to the amounts payable to us. You cannot recover the costs of the ATE premium from the lender.

### **Complaints Policy and Handling Procedure**

If at any point you become unhappy with the service we have provided to you or you have concerns about your bill then you should inform us immediately so that we can do our best to resolve the problem for you. We have 8 weeks to consider your complaint. The Complaints Director is Elaine Walker and she can be contacted via email [ewalker@legalukservices.com](mailto:ewalker@legalukservices.com).

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from lawyers. The Legal Ombudsman can investigate complaints up to 6 years from the date of the problem happening or within 3 years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman

this must be done within 6 months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
Call 0300 555 0333 (between 8.30am to 5.30pm)  
Email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ

You have the right to object to our bill by making a complaint to the Legal Ombudsman. You may also have a right to apply to the Court for assessment of our bill under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not deal with your complaint if you have already applied to the Court for assessment of your bill. If all or part of our bill remains unpaid whilst you dispute it, the firm may be entitled to charge interest.

### **Documents**

It is important that you keep all documents which relate in any way to this matter.

After completing the work, the firm is entitled to keep all papers and documents while there is money owing for charges and expenses.

We are a paperless office which means that we will store your file electronically only, apart from original documents which we will return to you or keep in safe storage. The firm keeps papers (except for any papers you ask to be returned to you) for no more than 6 years and keeps the file on the understanding that the firm has authority to destroy it after 6 years from the date of the final bill, although documents you ask to deposit in safe custody will not, of course, be destroyed.

### **Identification**

You have previously agreed to us carrying out an electronic check of your Identification.

### **Data Protection**

Our Data Protection Policy and Privacy Policy set out our commitment to protecting personal data and how the firm will comply with the Data Protection Act 1998 and EU General Data Protection Regulation (GDPR) to ensure that all personal data obtained is secured in line with the 6 Data Protection principles. We take your privacy very seriously.

Under data protection law, we can only use your personal data if we have a proper reason for doing so. Generally, we process your personal data:

- To comply with our legal and regulatory obligations;
- For the performance of our contract with you or to take steps at your request before entering into a contract; or
- For our legitimate interests or those of a third party.

However, this does not apply to processing sensitive personal data about you such as your medical records or employment/occupational health records and such like. It is necessary to process this data to establish the nature and extent of your claim but we will need your explicit consent for doing so. Please therefore complete, sign, date and return the enclosed authority form. You can withdraw your consent at any time by notifying your file handler in writing.

Whilst we use your personal data primarily to provide legal services to you, it can also be used for related purposes as described in our Privacy Policy including:

- Conducting checks to identify you, verify your identity and screen for financial or other sanctions;
- Gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
- Complying with professional, legal and regulatory obligations that apply to our business
- Ensuring business policies are adhered to, e.g. policies covering security and internet use;
- Operational reasons, such as improving efficiency, training and quality control;
- Ensuring the confidentiality of commercial sensitive information;
- Statistical analysis to help us manage our practice;
- Updating client records
- Preventing unauthorised access and modification to systems
- Preparing and filing statutory returns
- Staff administration and assessments, monitoring staff conduct, and disciplinary matters
- Marketing our services

Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

Legal UK Services are a data controller for the purpose of GDPR and other relevant data protection legislation.

The Data Protection legislation sets rules for the processing of personal data. Personal data is anything that identifies a living person. Processing data covers everything that can be done with the information whether it is held electronically or manually.

Data subjects have the right to access their personal data by making a formal Subject Access Request. Subject Access Requests must be made in writing to the follow person:

Matthew Lee      Data Protection Officer  
 Email:            mlee@legalkservices.com  
 Address:          Legal UK Services,14 Edward Court, Broadheath, Altrincham, WA14 5GL

There may be times when the firm needs to send your personal information on to third parties, by signing this agreement you agree to the firm sending your data to third parties who may themselves send your data on to other third parties who may store your information outside the European Union. The firm will only send your data on to third parties if it is required to do so to progress your matter i.e. Financial Experts, Counsel etc.

### **Promotional Communications**

We may use your personal data to send you updates by email, text, telephone or post about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by:

- contacting us by telephone, email or by post
- using the 'unsubscribe' link in emails or 'STOP' number in texts

### **Auditing and Vetting of Files**

External firms or organizations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organizations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business If you do not wish your file to be used in this way, please let us know as soon as possible.

### **Termination**

We have explained the circumstances that either party may terminate the DBA and the consequences of doing so in the DBA.

Further, under the Consumer Contract Regulations 2013 you may have the right to withdraw, without charge, within 14 days of the date on which you entered into a retainer with this firm but in the event that you expressly request us to commence work in relation to your claim before the end of the cancellation period, you may lose that right to withdraw if your claim then concludes within that period. Further, in the event that you do seek to exercise your right to withdraw, you will be liable to pay this firm's reasonable costs for any work undertaken prior to notification to us of your cancellation of the agreement. This is explained further in the DBA and its schedules.

### **Returning Documentation**

I hope this letter and attachments usefully confirm the advice given and action agreed upon, as well as dealing with any immediate queries about the day-to-day handling of the matter and the firm's terms of business.

If you agree to our terms of business please sign and return the attached.

Yours sincerely

**Plevin Team**  
**Legal UK Services Ltd**

### **Enclosures:**

Legal UK Services Funding Agreement, Notice of Right to Cancel & Cancellation Notice, Client Authority.

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Signed

Dated

Reference

## DAMAGES BASED AGREEMENT

THIS AGREEMENT is made on

### BETWEEN:

- (1) Legal UK Services Limited, 14 Edward Court, Broadheath, Altrincham, WA14 5GL ("we", "us" or the "Firm")
- (2)

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Agreement, unless otherwise provided:

**"Adverse Costs"** means that portion of the Defendant's fees and expenses that it has incurred in relation to the Proceedings that are ordered by the court or agreed between the parties to be paid by you to the Defendant or its Affiliates;

**"Affiliate"** means, in relation to a specified person, any person who controls, or is controlled by, or is under common control with, or has a close connection with, that specified person;

**"ATE Insurance"** means a contract of insurance between you and the ATE Insurer to cover certain liabilities of yours in respect of the Claim, including Adverse Costs and certain Expenses;

**"ATE Insurer"** means such provider of after-the-event insurance approved by us and the Investor;

**"Claim"** means your claim against the Defendant(s) for damages or relief pursuant to the Consumer Credit Act 1974 and/or damages in contract and/or in negligence and/or in breach of fiduciary duty or accessory including negligence and refunds of unfair, unlawful or improper payments suffered as a result of you being sold Payment Protection insurance;

**"Counsel Fees"** means fees charged by Counsel engaged by us to conduct Proceedings in respect of the Claim. Counsel Fees are utilised for the purpose of calculating and seeking recovery of the Counsel's legal fees from the Defendant by way of Recovered Costs;

**"Damages"** means all sums ultimately recovered by you as a result of Success in the Proceedings and/or Settlement including but not limited to statutory and other interest and be the gross amount including any set off. Under this contract, Damages shall exclude Recovered Costs;

**"DBA"** means a Damages Based Agreement under section 58AA(4)(c) of the Courts and Legal Services Act 1990 and the Damages Based Agreement Regulations 2013

**"DBA Payment"** means the amount you are due to pay us as our fee in the event of Success in the Proceedings;

**"DBA Regulations"** means the Damages-Based Agreements Regulations 2013;

**"Defendant"**

**"Expenses"** means any disbursements that are incurred in connection with the Proceedings within the meaning of "expenses" in the DBA Regulations. For the avoidance of doubt, Expenses do not include our Fees or Counsel Fees;

**"Fees"** means the legal fees we would charge, to represent you under a time based retainer applying our respective hourly billing rates. Fees are utilised for the purpose of calculating and seeking recovery of our legal fees from the Defendant by way of Recovered Costs;

**"Investment Agreement"** means the investment agreement between the Investor and the Firm under which the Investor has, subject to the terms of that agreement, agreed to fund certain Expenses and other amounts incurred by us in connection with the Proceedings;

**"Investor"** Means Augusta Pool 1 Limited, Spectra Finance 3 DAC or any of its Affiliates;

**"Investor Fee"** means a fee payable by us under the terms of the Investment Agreement;

**"Litigation Funding Investment"** means amounts invested by the Investor in respect of your Claim;

**"Percentage"** means the percentage of Damages applied to calculate the DBA Payment;

**"Proceedings"** means any legal proceedings, mediation or other steps taken in contemplation of such legal proceedings in relation to the Claim in any jurisdiction;

**"Recovered Costs"** means all amounts paid or payable to you or us, or any person on their behalf, by the Defendant (or any related party) on account of:

- (a) our Fees;
- (b) Counsel's Fees; and/or
- (c) Expenses

or, if a Settlement is agreed that fails to allocate the amount of the Settlement or compromise to such items, an amount equal to an order for Recovered Costs that a court might reasonably have been expected to make in the Claim as determined by counsel, acting reasonably, or by an experienced costs lawyer agreed between the parties

**"Settlement"** means an agreement between you and any defendant, or their respective Affiliates, in settlement of the Claim, whether in the Proceedings or otherwise. This shall include any waiver or compromise of the Proceedings against a defendant;

**"Success in the Proceedings"** means your Claim is finally decided in your favour, whether by a court decision or Settlement or in any way that you derive benefit from pursuing the Claim. **"Finally"** means that your opponent: -

- (a) is not allowed to appeal against the court decision or Settlement;
- (b) has not appealed in time; and/or
- (c) has lost any appeal.

#### 2. INTRODUCTION

2.1 This Agreement is a Damages Based Agreement under section 58AA(4)(c) of the Courts and Legal Services Act 1990 and the DBA Regulations. The Schedules form part of this Agreement.

2.2 You acknowledge that we are entering into this Agreement on reliance of the representations and warranties set out in Schedule 1 to this Agreement.

#### 3. SCOPE OF THIS AGREEMENT

3.1 This Agreement covers the Claim and any similar or related Claim only, including:

- 3.1.1 any counterclaim against you;
- 3.1.2 any pre-action application(s);
- 3.1.3 any steps taken to enforce a judgment, order or agreement;
- 3.1.4 any settlement discussions and/or alternative dispute resolution mechanisms; and
- 3.1.5 any negotiations about, and any court assessment of, the costs of the claim.

3.2 Subject to any agreed written variation to this Agreement, this Agreement does not cover applications for permissions to appeal by you or any other parties or any appeal by you or any other party against a final or interim order.

#### 4. OUR RESPONSIBILITIES

We must always act in your best interests, subject to our duty to the court and/or our other professional duties. We will advise you of any legal issues, circumstances and reasonably foreseeable risks relevant to the Claim and keep you apprised of progress and seek your instructions as required.

#### 5. YOUR RESPONSIBILITIES

5.1 To enable us to properly advise and represent you, you acknowledge the need to provide us with clear, accurate and complete information in a timely manner when requested, to inform us of all material facts about the Claim of which you are aware and the need to co-operate and keep us informed of any developments relevant to our representation of you in relation to the Claim.

5.2 By entering into this Agreement, you agree to:-

- 5.2.1 not ask us to work in any way that is improper or unreasonable;
- 5.2.2 tell us promptly if any information that you have previously given to us is no longer true or accurate (including in respect of the warranties in Schedule 1);
- 5.2.3 listen carefully to our advice and act reasonably and commercially during the Proceedings;
- 5.2.4 not abandon or discontinue the Proceedings or any part of the Proceedings against our advice;
- 5.2.5 not settle your Claim (or any part of it) without our consent such consent not to be unreasonably



	withheld having regard to our duty to act in your best interests;		recoverable by you from opposing parties (see rule 27.14 of the Civil Procedure Rules). The relevant parts of rule 27.14 of the Civil Procedure Rules are set out in Schedule 4.
5.2.6	go to a court hearing if we request and co-operate generally with us in the conduct of the Claim;		
5.2.7	not enter into any agreement, orally or in writing, with any other person in respect of the Claim (including any agreement relating to a sharing of, interest in, or charge over, Damages) without our agreement.	6.4	<b>Cap on DBA Payment and Expenses</b> If Success in the Proceedings is achieved before a claim is issued, then the total Expenses and DBA Payment payable by you shall be capped at 20% of the amount recovered in satisfaction of the claim, excluding VAT on Expenses.
5.2.8	respond to any communication from us within a timely manner.	6.5	<b>Adverse Costs</b> If there is no Success in the Proceedings, it is likely you will also be required to pay Adverse Costs. The ATE Insurance provides cover for you in respect of Adverse Costs. This means that you will only be required to pay Adverse Costs to the extent that the ATE Insurer does not make payment in respect of such Adverse Costs under the ATE Insurance. As set out above, your claim is likely to be allocated to the "small claims track" which has specific rules limiting the costs and expenses that are recoverable by opposing parties from you as set out in Schedule 4.
6.	<b>ATE INSURANCE</b> As a condition of our entry into this Agreement, you agree to obtain the ATE Insurance from the ATE Insurer to meet certain amounts you may need to pay in connection with your Claim, including any Adverse Costs and certain Expenses where there is no Success in the Proceedings. You will be required to pay the ATE premium plus IPT. The cost will be determined by the claim value and will be confirmed prior to obtaining. The payment is deferred until the conclusion of the case and is only payable if your claim succeeds. You authorise us to pay the ATE premium plus IPT out of your recovered damages in addition to the amounts payable to us. If there is no Success in the Proceedings, you irrevocably instruct the ATE Insurer to pay the proceeds of the ATE Insurance in respect of this amount directly to the Investor but to the extent such amount is not paid directly to the Investor by the ATE Insurer you agree to hold any proceeds from the ATE Insurance in respect of the Litigation Funding Investment as trust property on bare trust absolutely for the benefit of the Investor and you irrevocably instruct us that any amounts recoverable under the ATE Insurance are to be paid directly into our client account	6.6	<b>Recovered Costs</b> If during the course of the Claim an order for Recovered Costs is made in your favour (interim or otherwise), by agreement or court order, then we may have to bring the existence of this Agreement to the attention of the court. There remains some uncertainty in law as to whether you would be permitted to enforce the payment of such Recovered Costs from the Defendant until the outcome of the Claim is known. You agree that, in the event the court permits the recovery of an interim award for Recovered Costs that we may apply such costs in accordance with the court's ruling and/or alternatively on account of the payments, and in the order, referred to in clause 10 ( <i>Application of Proceeds and Payment Priority</i> ) of this Agreement.
	<b>OUR CHARGES AND OTHER PAYMENTS</b>		
6.1	<b>The DBA Payment</b>	6.7	<b>Settlement</b> Where the Defendant makes an offer to settle the Claim for a lump sum or benefit that does not distinguish between Damages and our Fees, Counsel Fees and Expenses, you agree that you will not accept such an offer without our written consent. Where we give our consent, we will agree with you an appropriate apportionment of the lump sum so as to identify an appropriate and fair apportionment of notional Fees, Counsel Fees, Expenses and Damages, from which the DBA Payment can be calculated.
6.1.1	We have agreed to charge you based on the Percentage of the Damages recovered by you as a result of Success in Proceedings. The amount of this payment is called the DBA Payment. This is the only payment you will make to us for our work. It is only payable if there is Success in the Proceedings.	6.8	<b>Recovery</b> If the sum actually received by you from the Defendant is not the amount the Defendant has agreed or has been ordered to pay, then you will use all reasonable endeavours to assist us in recovering the money due and owing. This will include, but is not limited to, the right to take action in your name to enforce an order or agreement.
6.1.2	The DBA Payment is reduced by any Fees or Counsel Fees (including fixed costs under Part 45 of the Civil Procedure Rules) that have been paid or are payable by another party to the Proceedings by agreement or order so that you only pay the DBA Payment net of those sums. We are entitled to retain any Recovered Costs which are paid to you or to us by the Defendant.	7.	<b>DBA PAYMENT</b>
6.1.3	Even though we have agreed to charge for our work on the basis of a DBA, it is necessary to explain how our Fees and Counsel Fees are calculated for the purposes of claiming Recovered Costs from the Defendant. Details of our Fees and Counsel Fees are set out in Schedule 2 ( <i>Fees and Counsel Fees</i> ).	7.1	The Percentage applied to calculate the DBA Payment will be 48% of the Damages. The amount of the DBA Payment will be reduced by the amount of any Fees or Counsel Fees that have been paid or are payable by another party to the Proceedings by agreement or order.
6.2	<b>Expenses</b>	7.2	Taken together, each of the reasons set out below go to the level of the Percentage applied to calculate the DBA Payment:
6.2.1	Expenses are treated differently. You will be liable for Expenses regardless of whether there is Success in the Proceedings. However, the Expenses will be paid upfront by the Investor on your behalf pursuant to the arrangements described in clause 9 ( <i>Litigation Funding</i> ) during the Proceedings. We will seek to recover your Expenses from another party to the Proceedings if possible. We will give credit for any amount which has been paid or is payable by another party to the Proceedings by agreement or order.	7.2.1	the Defendant may argue that the allegations raised caused you no direct losses;
6.2.2	In addition, the ATE Insurer may pay some of the remaining Expenses pursuant to the terms of the ATE Insurance. If we cannot recover the Expenses from another party to the Proceedings and/or from the ATE Insurer, then neither we nor the Investor will seek to charge you for the shortfall. If there is no Success in the Proceedings, you will not have to repay the Expenses that the Investor has paid on your behalf and you will not be liable for any further Expenses.	7.2.2	the Defendant may advance a defence not currently contemplated and we have not yet seen all relevant documentary evidence;
6.3	<b>Small claims track</b>	7.2.3	the quantum of the Claim is uncertain and affected by evidence including by way of disclosure from the other side not yet reviewed and detailed expert evidence;
6.3.1	Given the value of your claim, it is likely to be allocated to what is called the "small claims track". The small claims track has specific rules limiting the Fees, Counsel Fees, and Expenses that are	7.2.4	there are inherent risks and a multitude of uncertainties that arise in litigation;
		7.2.5	it is uncertain when and if the Defendant will make reasonable offers to settle your Claim; whilst an early settlement is possible it would not be a safe assumption;

7.2.6	you will not be liable to pay us for our work until the conclusion of the Claim;		information or examples, please do not hesitate to contact us.
7.2.7	we have the responsibility of making a significant investment in the Claim, including in respect of Counsel Fees, experts fees and other disbursements.	10.	<b>VALUE ADDED TAX, "VAT"</b> The DBA Payment is inclusive of VAT, to the extent that VAT applies. VAT may be payable on Expenses but will be paid in accordance with Clause 7 above.
7.3	Where Success in the Proceedings is achieved before a claim is issued, the cap in Clause 7.3.1 shall apply.	11.	<b>BILLING ARRANGEMENTS</b>
8.	<b>LITIGATION FUNDING</b>	11.1	We will apply all Damages and Recovered Costs in accordance with clause 10 ( <i>Application of Proceeds and Payment Priority</i> ).
8.1	Whilst we are content to share the risk of the Proceedings with you by agreeing to act on the basis of this Agreement, the complexity, cost and the risk of delays, and possible failure, to achieve Success in the Proceedings are considerable. We are therefore only prepared to offer this Agreement because the Investor has agreed to provide Litigation Funding Investment to us for the purpose of paying certain expenses incurred by us in connection with the Proceedings, including court fees associated with the issue of the Proceedings and hearing your Claim in court and other court related disbursements.	11.2	We, you and the Investor are beneficiaries of the trusts created under this Agreement. Any Damages, Recovered Costs and the proceeds of the ATE Insurance will be kept separate from your own funds, and will be dealt with by us in accordance with this Agreement and the SRA Accounts Rules.
8.2	The Litigation Funding Investment will also be used to pay referral fees to us to pay to the introducer that referred your claim to us (for example a claims management company). No more than 25% of the funding provided under the Litigation Funding Agreement will be used to pay referral fees and the referral fees will not exceed £300 plus VAT. We are happy to discuss this arrangement further with you if you would like more information.	12.	<b>TERMINATION</b>
8.3	In return for the Investor's agreement to provide the Litigation Funding Investment, if there is Success in the Proceedings we have agreed to make payments to the Investor. The Investor has provided funding for a number of cases, and the precise amount payable depends on the outcome across the funded cases. Broadly speaking, the Investor is entitled:	12.1	<b>By you</b>
8.3.1	To be repaid the capital deployed across the resolved cases (both successful and unsuccessful);	12.1.1	You are free to end our services before your case is completed by writing us a letter or note. If you do so outside of the cooling off period set out in Clause 13.3 below, you agree to immediately pay all Expenses incurred by us. You also agree to pay the DBA Payment to us if you go on with your Claim and it results in Success in the Proceedings. The DBA Payment and Expenses shall be reduced by the sums agreed or ordered to be paid or payable by the Defendant in accordance with Clauses 7.1.2 (and 8.1) and 7.2.1 above.
8.3.2	On some cases, to be paid the cost of the independent review of the case for the Investor's auditing purposes; and	12.1.2	In the event that you end our relationship you agree to keep us regularly informed of the progress of your Claim and you irrevocably agree to any new solicitor that you appoint providing us with regular information on request as to the progress of your Claim and answering such reasonable queries as we may raise on a timeous basis. You are obliged to immediately notify us in writing of any monies received, and to give irrevocable instructions to your new solicitors to hold the DBA Payment on trust for us and the Investor in a designated client account and give us confirmation of the same.
8.3.3	A percentage of the balance, up to 80%.	12.1.3	You irrevocably agree that payment of the DBA Payment takes priority over any other payment obligations you may have under any additional funding agreement or DBA arising out of the same Claim and that the required portion of Damages and Recovered Costs shall be paid to us to be applied in accordance with Clause 10 ( <i>Application of Proceeds and Payment Priority</i> ).
8.4	The amounts payable to the Investor under the Investment Agreement, and described above, are paid from the DBA Payment and Expenses that are payable to us under the terms of this Agreement and therefore the total amount payable by you will not increase as a result of the payments we have agreed to make to the Investor.	12.1.4	We would require you to sign a court form which tells the court we no longer act for you.
8.5	If there is no Success in the Proceedings then, subject to the terms of the Litigation Funding Agreement, the Investor may be repaid by the Firm.	12.2	<b>By us</b>
9.	<b>APPLICATION OF PROCEEDS AND PAYMENT PRIORITY</b>	12.2.1	We are free to withdraw our services at any time if we have good reason. For example, we may withdraw our services:
9.1	You agree to hold all Damages and Recovered Costs as trust property on bare trust absolutely for the benefit of us, you, the ATE Insurer and the Investor to the extent of each of our respective interests in the Damages and Recovered Costs as described in this Agreement.	(a)	where you either have been or are in breach in a material respect of any of the warranties you have provided us in Schedule 1 ( <i>Representations and Warranties</i> );
9.2	You hereby give irrevocable instructions and agree that all Damages and Recovered Costs are to be paid directly into our client account. Following receipt of any Damages or Recovered Costs, we will apply such amounts in the following order of priority:	(b)	if you do not keep to your responsibilities under this Agreement or become a bankrupt or insolvent;
9.2.1	firstly, to the Investor in respect of amounts due under the Investment Agreement. As above, the Investor will be paid out of the amounts due to us under this Agreement;	(c)	if we reasonably believe the Claim is unlikely to result in Success in the Proceedings, or the likely recovery you would achieve is insufficient to justify the further Expenses; or
9.2.2	secondly, to the ATE Insurer in respect of the premium due under the ATE Insurance;	(d)	if you unreasonably rejected our recommendation about making a Settlement with the defendant or discontinuing part of your Claim.
9.2.3	thirdly, to us in respect of the balance of the DBA Payment and Recovered Costs (after making the payments to the Investor referred to in Clause 10.2.1);	12.2.2	Other than in the case of clause 13.2.1(c), if we withdraw our services, you agree to pay all Expenses incurred by us immediately and, if you go on with your Claim and there is Success in the Proceedings, you agree to pay the DBA Payment. You may also be liable to pay us damages for breach of contract, subject to the dispute resolution provisions set out in clause 16 ( <i>Dispute Resolution</i> ) of this Agreement.
9.2.4	fourthly, to you in respect of the balance of the Damages.	12.2.3	We would also have to withdraw our services if we learned of a conflict of interest not captured by our own conflict checks that would make it unethical for us to continue to act for you. If we have to withdraw our services for you because of a conflict of interest, you would have to pay all Expenses incurred by us up until the time we stopped acting for you and, if
9.3	In Schedule 4, we have prepared an example of the payments that would be made to you, the Investor, the ATE Insurer and us. This is merely an example, which depends on a number of assumptions including as to the amounts paid by the relevant entities and the amounts recovered. If you require further		

- you go on to win your Claim and it results in Success in the Proceedings, you agree to pay the DBA Payment.
- 12.2.4 The DBA Payment and Expenses payable under this Clause 13.2 shall be reduced by the sums agreed or ordered to be paid or payable by the Defendant in accordance with Clauses 7.1.2 (and 8.1) and 7.2.1 above.
- 12.3 **Cooling off period**  
You have a right to cancel this contract within the 14 day cancellation period, as explained further in Schedule 3 (*Notice of the Right to Cancel*).
13. **CONFIDENTIALITY**
- 13.1 As your solicitors, we have to share relevant information about your case with the Defendant's lawyers and with the court. But unless we need to share this information as part of our work, all information you give us will be kept confidential by your legal team.
- 13.2 It will also be necessary for us to share information with the Investor, and its advisors. Aside from any discussion of a general commercial nature, common interest and/or litigation privilege will attach to information shared with the Investor in relation to your Claim. We will take reasonable steps to make sure that anybody who receives confidential information from us about your Claim agrees to maintain the confidentiality and privilege of this information.
14. **SEVERABILITY**
- 15.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal or enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity, legality and enforceability of the rest of this Agreement.
15. **DISPUTE RESOLUTION**
- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination, or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
16. **SIGNING THIS AGREEMENT**
- 16.1 This Agreement contains the whole agreement between us about our relationship with each other and our charges and Expenses. It will legally bind anyone such as heirs or legal representatives, who replace either you or us

Signed (Solicitor)

Name:

Date:

I have read this Agreement carefully and I agree with it.

Signed (Client):

Name:

Date:

Reference:

## SCHEDULE 1

### Representations and Warranties

Our decision to enter into this contract is based in part on the representations and warranties you have made about yourself in this Schedule 1. You agree to tell us promptly if any of these statements is no longer true.

1. All factual information delivered by you to us in writing prior to the date of this contract was true, accurate and complete in all material respects as at the date of the relevant report or document containing the information and remains true, accurate and complete at the date of signing this contract.
2. No information has been withheld by you, or to the best of your knowledge by your affiliates or any advisors, which, if disclosed, might reasonably have been expected to affect our decision of to enter into this contract or the conduct of the Proceedings.
3. All documents in your possession or control relevant to the Claim have been and will be preserved by you and will be supplied to us.
4. Other than this Agreement, there are no other agreements or understandings, whether in oral or written form, between you and any other person in respect of the Claim, Proceedings or Damages (including any agreement or understanding relating to the sharing of the Damages).
5. No legal proceeding or other procedure or step has been taken or, to your knowledge (having made all reasonable enquiries) threatened, by or in relation to you on the basis that you are unable to pay your debts.

## SCHEDULE 2

### Fees and Counsel Fees

#### OUR FEES

1. Our Fees will depend on which solicitor(s) or assistant(s) work on your Claim. Counsel's Fees will depend on which counsel work on your Claim.
2. Hazra Akiji will be the main solicitor responsible for your case, but some work may need to be done by a more senior solicitor, and other work can be done equally well by a more junior solicitor or counsel. There are also many services, such as gathering information and preparing routine documents that our paralegal assistant is well qualified to perform. A paralegal works under the supervision of a solicitor, but may not give legal advice. Our paralegal can serve you at lower cost than one of our solicitors can
3. Our hourly Fees are currently based on these rates:

Director/Solicitor (8+ Years PQE)	£317.00
Solicitor (4+ years PQE)	£242.00
Solicitor (0-4 years PQE)	£196.00
Trainee Solicitors, paralegals and other fee earners.	£126.00

4. All rates quoted are exclusive of VAT. Hourly rates are reviewed periodically, usually once a year. You will be notified of any changes in this respect.

#### Counsel Fees

5. We may incur Counsel Fees on the basis of a separate agreement, which may be a DBA, conditional fee agreement or another basis.
6. The DBA Payment includes the cost of Counsel Fees. This is the case whether or not counsel agrees to act pursuant to a DBA or conditional fee agreement basis or any other basis.
7. In calculating the DBA Payment, we must deduct any Counsel Fees that have been paid or which are payable by the Defendant, so that you only pay the DBA Payment net of any or our Fees and any Counsel Fees that have been paid or are payable by the Defendant by order or agreement.
8. If counsel enters into a DBA or conditional fee agreement with us, we will provide you with a copy of that agreement.

### SCHEDULE 3

#### Notice of the Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after **14 days** from the day on which this contract is entered into.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form set out below, but it is not obligatory.

The name and address (including any electronic email address as well as a postal address) of a person to whom a cancellation may be given is:

Elaine Walker  
Legal UK Services Ltd  
14 Edward Court  
Broadheath  
Altrincham  
WA14 5GL  
Email: [ewalker@legalukservices.com](mailto:ewalker@legalukservices.com)

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.

#### **Effects of cancellation**

If you cancel this contract, the cancellation ends all obligations on you and us to perform this contract. We will reimburse to you all payments received from you, including the costs of delivery. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

However, if you expressly requested that we begin the supply of services before the end of the cancellation period, you shall pay us an amount which is in proportion to what has been supplied until you have communicated us your cancellation from this contract, in

comparison with the full coverage of the contract.

If you have expressly requested that we begin the supply of services before the end of the cancellation period with the acknowledgement that you would lose the right to cancel the contract once the contract had been fully performed by us, then you will cease to have the right to cancel the contract if our services have been fully performed.

#### **CANCELLATION NOTICE**

**(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)**

To:

Elaine Walker  
Legal UK Services Ltd  
14 Edward Court  
Broadheath  
Altrincham  
WA14 5GL  
Email: [ewalker@legalukservices.com](mailto:ewalker@legalukservices.com)

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for the supply of legal services in respect of my/financial mis selling claim, namely the Damage Based Agreement made between us.

Name of Consumer:  
Address of Consumer:

Signed: \_\_\_\_\_ (Signature only necessary if cancellation is notified on paper)

Date: \_\_\_\_\_

Reference

### SCHEDULE 4

#### Worked example (assuming no costs recovered for Fees or Counsel's Fees)

Damages recovered: **£5,000.00**

DBA Payment due to us inclusive of VAT: **£2,400.00** (48% of damages)

ATE Premium due to insurer inclusive of IPT: **£140.00** (claim less than £10,000)

Balance of damages recovered due to Client: **£2,460.00**

If our Fees or Counsel's Fees are paid or payable by another party to the Proceedings, this will reduce the DBA Payment to be paid to us and will increase the balance of damages you recover accordingly.

However, as the case is likely to be allocated to the small claims track, there are limits on our Fees, Counsel's Fees and Expenses that are recoverable (as explained in the DBA). The relevant rules are set out below.

As we expect your Expenses to be recovered from another party to the proceedings and/or the ATE Insurer, we have not included those in the example above. However you remain liable for them.

#### **Small claims track**

The relevant parts of CPR r.27.14 provide that for cases that have been allocated to the small claims track the court may not order a party to pay a sum to another party in respect of that other party's costs, fees and expenses, including those relating to an appeal, except:

- (a) fixed costs attributable to issuing the claim;
- (b) court fees paid by that other party;
- (c) in proceedings which included a claim for an injunction or an order for specific performance a sum not exceeding the amount specified in Practice Direction 27 for legal advice and assistance relating to that claim;
- (d) expenses which a party or witness has reasonably incurred in travelling to and from a hearing or in staying away from home for the purposes of attending a hearing;
- (e) a sum not exceeding the amount specified in Practice Direction 27 for any loss of earnings or loss of leave by a party or witness due to attending a hearing or to staying away from home for the purposes of attending a hearing;
- (f) a sum not exceeding the amount specified in Practice Direction 27 for an expert's fees;
- (g) such further costs as the court may assess by the summary procedure and order to be paid by a party who has behaved unreasonably.

If you require any further information about the amounts set out above, then please feel free to contact us. We would not expect you to recover costs of more than £80.00 from the defendant(s) to the claim on the small claims track, unless they have behaved unreasonably.



PLEASE BE ADVISED THAT FAILURE TO DEAL WITH THIS LEGITIMATE REQUEST WILL RESULT IN AN APPLICATION FOR PRE-ACTION DISCLOSURE, OUR CLIENT HAS INFORMED US THAT THEY HOLD AN ACCOUNT WITH YOU AND BASED ON CLIENT INSTRUCTIONS, WE REQUIRE THE DOCUMENTS TO VERIFY THIS IS THE CASE. ANY APPLICATION THAT WE ARE FORCED TO MAKE AS A RESULT OF YOUR NON-COMPLIANCE WILL RESULT IN UNNECESSARY AND WASTED COSTS AGAINST YOU.

Date:

#### DATA SUBJECT ACCESS REQUEST

CLIENT NAME:	LENDER NAME:
CLIENT ADDRESS:	PRODUCT TYPE(S):
	ACCOUNT NUMBER(S):
	SORT CODE(S):

Dear Sirs,

In accordance with the attached authority form signed by the above named, please provide us with the following pursuant to Data Protection 2018. For the avoidance of doubt, this legitimate request pursuant to our client's instructions to investigate a claim relating to his/her account, past or current with you.

As such we now request full disclosure, including the following (NOT "Pre-sub" or "mini" DSAR or alternative limited process):

1. An executed copy of the above agreement(s); any associated agreement; documentation; transcription of conversation in relation to the client's finance(s) and policy(s). For this account and any linked accounts relating to the above client;
2. Details of commissions and/or profit shares received by you (as defined by FCA Practice Statement PS17/3) earned in respect of the agreement(s) and the policy(s);
3. All charges/fees and associated interest paid by the above-named client and the dates those amounts were incurred;
4. Any PPI paid together with associated interest and its commencement date as well as the end date of the policy(s);
5. Statement(s) of account demonstrating all transactions paid in or out of the account(s) by our client inclusive of any refund or settlement amount; and
6. Any final decision letter/response relating to any partial/full/rejected complaint/claim issued to our client or any 3<sup>rd</sup> party(s).

Please provide the requested documents **electronically** to [info@legalukservices.com](mailto:info@legalukservices.com) within 28 days pursuant to the Data Protection 2018 and set out with the attached authority which, you will note supersedes any prior authority you may have received.

Yours faithfully

**Legal UK Services Ltd**



## Applicant 1

## Applicant 2(IF JOINT)

<b>CLIENT NAME:</b>
<b>PREVIOUS NAME:</b>
<b>CURRENT ADDRESS:</b>
<b>PREVIOUS ADDRESS(ES):</b>
<b>DATE OF BIRTH:</b>

<b>CLIENT NAME:</b>
<b>PREVIOUS NAME:</b>
<b>CURRENT ADDRESS:</b>
<b>DATE OF BIRTH:</b>

I/We hereby instruct Legal UK Services Ltd, a firm of solicitors regulated by the SRA 630831 obtain a copy of all data held including my credit history and details of credit applied for through Experian Ltd, and authorise them to accept service of all correspondence and documentation as my/our Legal Representatives, at their address of **14 Edward Court, Broadheath, Altrincham, WA14 5GL**

I/We are aware that we can request this information free of charge from Experian. However, I/we wish to use Legal UK Services Ltd to obtain the information on my behalf.

I/We hereby also confirm that Legal UK Services Ltd have authority to liaise and correspond with the Information Commissioners Office on my/our behalf should it be necessary.

**DATA SUBJECT ACCESS REQUEST**

I/We hereby request true and complete copies of any and all written or audio documentation held, as these documents contain my/our personal information. I/We am/are aware, and I/We understand the extent and level of information and documentation that might be provided to my/our solicitor (this being any and all information containing my/our personal data).

I/We would be grateful if you could provide Legal UK Services Ltd with audio and/or written copies of said documents as soon as possible and in any event within 30 calendar days of this request.

I/We request that these documents (should you hold them) be delivered electronically to [dsar@legalukservices.com](mailto:dsar@legalukservices.com). If it is not possible to send electronically please send to Legal UK Services Ltd at the following address, within 30 calendar days of the request **14 Edward Court, Broadheath, Altrincham, WA14 5GL**.

Should Legal UK Services Ltd not receive these documents within 30 days of the written request, I authorise Legal UK Services Ltd to lodge a formal complaint and advise me on the issuing of Court proceedings on my behalf. I remind you of your obligation to comply with the FCA Principles of Business (in particular, PRIN 2.1.1.1R and PRIN 2.1.1.5).

I confirm that a photocopy, or an electronic copy, of this Letter of Authority will have the same legal effect as the original. Sign only if you accept the terms of this Letter of Authority. This Authority is signed electronically. Signing electronically constitutes legal acceptance and gives authority and instruction for Legal UK Services Ltd to act for you in the same way as if you had signed it with a pen.

<b>DATA CONTROLLER:</b>
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<b>APPLICANT 1 FULL NAME:</b>
<b>APPLICANT 1 SIGNATURE:</b>
<b>DATE:</b>

<b>APPLICANT 2 FULL NAME:</b>
<b>APPLICANT 2 SIGNATURE:</b>
<b>DATE:</b>



## DATA SUBJECT ACCESS REQUEST

CLIENT NAME:

DATA CONTROLLER:

CLIENT ADDRESS:

Dear Sirs,

We are instructed on behalf of the above-named client to make a Data Subject Access Request.

We wish to inspect our client's file with regards to the data held with your company. We hereby request the following information by virtue of Section 45 and 54 of the Data Protection Act 2018 ("the 2018 Act") and Art. 15 of the General Data Protection Regulation 2018 ("GDPR").

Pursuant to your statutory obligations, we require you to supply **all** personal data you hold in respect of our client as 'data subject', including but not limited to the following specific documentation:

- 1) Credit report.
- 2) Any communication to our client whether electronic, paper based or recorded calls.
- 3) Details of any products applied for through your communication.
- 4) Confirmation of whether or not a commission payment was made for successful applications.
- 5) Confirmation of the amount of commission paid (if applicable).
- 6) Confirmation of the recipients of that commission.
- 7) Confirmation of any over-ride payment made.

Unless we hear from you seeking an extension, failure to comply within the 30-day timescale prescribed will result in a complaint being registered with The Information Commissioner's Office and The Financial Conduct Authority. We may also consider making a Pre action Disclosure Application to the Court.

If you do not have any of the above documents or items of data, then please confirm this in your reply along with details of any third parties who may hold this data so that copies can be obtained from them. If you have these documents but do not agree that they should be disclosed, then please confirm the reasons why you are refusing to disclose them in your reply.

We enclose herewith the clients Form of Authority in connection with this instruction. You are not to contact our client directly to discuss the request. The response is to be sent to us and not the client. Our client is entitled to make this request through a third party such as a firm of solicitors. You must not treat this request any differently than if it came directly from the client.

**We request that these documents (should you hold them) be delivered electronically to [dsar@legalukservices.com](mailto:dsar@legalukservices.com). If it is not possible to send electronically, please send to Legal UK Services Ltd at the following address, within 30 calendar days of the request 14 Edward Court, Broadheath, Altrincham, WA14 5GL.**

If you do not normally deal with these requests, please pass this letter to your firm's Data Protection Office, or relevant staff member. If you need advice on dealing with this request, the Information Commissioner's Office ("ICO") can assist you. Its website is [ico.org.uk](http://ico.org.uk) and it can be contacted on 0303 123 1113.

Should you have any queries regarding the above please let us know. Otherwise, we look forward to receiving the data pursuant to this request.

Yours faithfully,

**Litigation Department**  
**Legal UK Services Ltd**