

Name:

Address:

Ref Number:

Email:

Direct line:

Engagement Letter — Motor Finance Commission Claim

Dear Sir or Madam,

1. Introduction

- 1.1 Thank you for instructing Consultation Claims Ltd (CCL), a claims management company authorised and regulated by the Financial Conduct Authority (FCA) under FRN: 836626, to act on your behalf in relation to your potential claim (or claims) for compensation (Redress) against such party or parties (the Lender) who may have provided you with a motor finance product or products, in respect of which you may have suffered harm as a result of certain motor finance commission arrangements (the Claim).
- 1.2 References in this letter (the Engagement Letter) to “we” and “us” are to CCL. Where we refer to Redress being received by “you” we mean by you personally, CCL or another person on your behalf. The Engagement Letter, the scope of work as found in the link at 1.4, the [Privacy Policy](#) and the Letter of Authority should all be read together and together constitute the entire agreement between the parties. The key terms of these documents are summarised in the Service Summary.
- 1.3 The purpose of this Engagement Letter is to set out the basis and the terms on which CCL will act for you in relation to your Claim. Subject to the terms of this Engagement Letter and as explained in greater detail below:
 - (a) We will act for you on a ‘No Win, No Fee’ basis and receive our Fee as a percentage of any Redress received by you from the Lender (this arrangement is a damages based agreement made pursuant to the Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013/609));
 - (b) If the Agreement is terminated outside of the 14-day “cooling off” period which starts from the date we receive this Engagement Letter signed by you (the Cooling Off Period) you may be liable to pay a reasonable amount for the time we have spent working on the claim (Termination Fees) even if Redress is not received by you (see Section 5 (*Cancellation, termination and when Termination Fees are payable*) for more details).
- 1.4 By agreeing to the terms of the Agreement, you are instructing us, and we are agreeing, to process your Claims. A detailed description of the scope of work can be found here:

2. Our Fees / No Win, No Fee

- 2.1 Our ‘No Win, No Fee’ arrangement means that we will not be entitled to any Fees if your Claim does not result in Redress being received by you (a Win) unless the Agreement has been terminated outside of the Cooling Off Period. If the Agreement has been terminated outside of the Cooling Off Period, then even if you do not receive any Redress you may be required to pay Termination Fees as explained further at Section 7 (Cancellation, termination and when Termination Fees are payable) below. If your Claim is successful and results in any Win (a Successful Claim), we will receive our Fees calculated as: (a) a fixed percentage of the value of all Redress received by you or on your behalf capped at a maximum fee as set out in the table below; plus any VAT applicable to that amount (charged at the prevailing rate at the time).

You will be charged the lower of: (1) “the Percentage of Redress Amount owed to CCL as Fees”, or (2) the “Maximum CCL Fees per Band”, in the table below applicable to the Redress awarded for the Claim.

Band	Redress Amount	Percentage of Redress Amount owed to CCL as Fees	Maximum CCL Fees per Band	Example Redress	Example Fee (Excluding VAT)	Example Fee (Including VAT)
A	£1- £1,499	30%	£420	£500	£150	£180
B	£1,500 - £9,999	28%	£2,500	£1,500	£700	£840
C	£10,000 - £24,999	25%	£5,000	£12,500	£3,125	£3,750
D	£25,000 - £49,999	20%	£7,500	£30,000	£6,000	£7,200
E	£50,000 +	15%	£10,000	£75,000	£10,000	£12,000

The Fees include expenses and any other charges provided for in or imposed under the Agreement but exclude VAT. Note that the amounts shown in the columns Example Redress and the two Example Fee columns are purely illustrative, and any Redress and Fee charged may be different.

- 2.2 The Fees we charge comply with the caps set by the FCA, which regulates our business. The Fees have been set at this level for the following reasons: (a) based on our professional experience, our Fees fairly represent the time which our staff are likely to spend on information gathering, assessing your claim and dealing with the relevant paperwork; (b) there is a risk to us that your Claim will not result in a Win, in which case we will not receive any payment; (c) we may be undertaking work over a long period without payment from you; and (d) we have borne the burden of costs and expenses.
 - 2.3 The fee caps set out above do not apply in the event that any Termination Fees are payable which we address in Section 5 below. Fees in this Section 2 and Termination Fees in Section 5 are inclusive of our expenses and costs.
3. Under what circumstances are Fees zero?

If (a) your Claim is unsuccessful in its entirety meaning that no Redress is received by you (this might (for example) be because the Lender has indicated it will not award any Redress (an Unsuccessful Claim)); and (b) the Agreement has not been terminated (unless it was terminated within the Cooling Off Period, which we explain in more detail at in Section 5 below), then there is no Win and our Fees will be zero.
 4. Payment of Fees
 - 4.1 Upon receiving any Redress on your behalf, we will transfer the Redress (less our Fees plus VAT) to you promptly, together with a settlement breakdown.
 - 4.2 In the event that we do not receive the Redress on your behalf and the Redress is sent directly to you or a person on your behalf, you must inform us immediately and we will promptly issue you with an invoice for our Fees plus VAT.
 - 4.3 Our entitlement to Fees applies even if the Redress which you are awarded is not in the form of a cash settlement. If you currently have debt outstanding with the Lender, the Lender could provide you with Redress by reducing the level of that indebtedness (e.g. reducing the balance of a loan), rather than paying you a cash amount. Our Fees would be calculated as a percentage of the value of the Redress (ie the amount by which your loan balance was reduced) and will, where necessary, need to be paid by you out of your own funds.
 5. Cancellation, termination and when Termination Fees are payable
 - 5.1 You are allowed to cancel the Agreement by notice to us at any time:
 - (a) If cancellation occurs during the period of 14 days beginning on the day when the Agreement is entered into (the Cooling Off Period) we will not charge any Termination Fees.
 - (b) Subject to Section 5.7, if cancellation occurs at any time after the Cooling Off Period but *before* Redress is received by you (directly or by CCL or another party on your behalf), Termination Fees shall become payable by you to us.
 - 5.2 Termination Fees will be reasonable and will be calculated on the basis of the time we have spent working on the Claim up to the point at which you notify us of the termination. Termination Fees will be charged by reference to our standard hourly billable rate of £139.00 (plus VAT, so £166.80 at the prevailing VAT rate). By reference to the facts and circumstances of Claims of this kind, we would typically expect to spend around 2.5 hours on a claim of this type. Typically, in this scenario we would therefore expect customers to pay £347.50 (plus VAT) (i.e. £417.00 at the prevailing VAT rate). You may

have to pay more or less than this estimate depending on the facts and circumstances of your specific Claim and when termination takes place.

- 5.3 If you terminate the Agreement outside of the Cooling Off Period, we will send you an itemised invoice detailing the work we have completed on your behalf and confirming the amount of any Termination Fees.
- 5.4 In the event Termination Fees are unpaid after 21 days from the date of our invoice, you will also be liable for: (a) a £30 administration charge (which will be added to the balance of the Termination Fees); and (b) late payment interest on the Termination Fees, calculated at 8% per annum from the fee payment due date until the total amounts owed by you are received by CCL.
- 5.5 We shall have the right to terminate the Agreement and Termination Fees shall become payable if you breach your obligations contained in Section 6 of this Agreement.
- 5.6 We shall have the right to terminate the Agreement but Termination Fees shall not become payable if: (a) it would be a breach of CCL's legal or regulatory obligations to continue to act for you; or (b) we are of the view that you are unlikely to Win and/or should withdraw the Claim and/or the FOS has made a final determination of the Claim.
- 5.7 Both CCL and you shall have the right to terminate the Agreement and Termination Fees shall not be become payable if you have received a Final Response from the Lender and wish to refer the Claim to the FOS but CCL has declined to do so.
- 5.8 In the event that we terminate the Agreement, we shall do so in writing giving you reasonable notice and explaining our reasons for doing so. In the event you wish to terminate the Agreement, you must notify us by emailing enquiries@consultationclaims.co.uk or alternatively you may write to us at Consultation Claims Ltd, First Floor, 8 Princes Parade, Liverpool, L3 1DL.

6. Client obligations

- 6.1 By entering into the Agreement, you confirm the following: (a) you have not instructed another claims management firm or firm of solicitors to bring a Claim for you; (b) you are not currently in a debt management plan or arrears with the Lender; and (c) you have never been declared insolvent either by the way of an individual voluntary arrangement, bankruptcy, debt relief order or a trust deed.
- 6.2 As at the date of entry into the Agreement you agree that you have read and will retain each of the documents referred to in Section 1.2 (above), namely this Engagement Letter (which sets out the basis on which our Fees are payable), the LOA and the Privacy Notice.
- 6.3 As of the date of entry into the Agreement, you also agree:
 - (a) to co-operate with us, and any third parties (including our insurers), in a timely manner and to give full, proper, and truthful information and instructions in relation to the Claim, as and when requested;
 - (b) not to instruct another claims management company or law firm to process the Claim (or a materially similar claim) on your behalf;
 - (c) not to pass any information about the Claim to any other claims management firm or firm of solicitors;
 - (d) provide CCL with all the documentation likely to be needed to pursue your Claim;
 - (e) that we are appointed as your sole representative to log any request(s) with any third party, in relation to our services to you under Section 1.4 of this Engagement Letter;
 - (f) to accept through CCL a reasonable offer of Redress that CCL considers should be accepted;
 - (g) to use your best endeavours to ensure that Redress is paid directly to CCL and not to take any action which would result otherwise;
 - (h) if Redress is paid to you directly by the Lender or received by you 'in kind', you will: (i) notify us immediately; and (ii) pay our Fees at the agreed rate promptly upon receiving our invoice.

7. Additional assistance

- 7.1 The DSAR we obtain on your behalf may suggest to us that you could potentially be owed a refund or other redress for a claim which is not covered by the Agreement. As we consider appropriate, we will

be in touch to inform you of this and discuss next steps.

- 7.2 If the Claim is rejected by both the Lender and FOS, but we believe there are legal grounds to proceed with litigation we will be in touch to inform you of this and discuss next steps beyond the scope of this Agreement. For the avoidance of doubt, we are not by this agreement agreeing to represent you or act for you in respect of any civil litigation in respect of your Claim or at all.

8. Complaints

- 8.1 If you are unhappy with CCL's service at any stage throughout the process, please contact our Customer Service Department: (a) by emailing enquiries@consultationclaims.co.uk; or (b) by telephoning 03330537404.
- 8.2 CCL is subject to the Claims Management Ombudsman.

9. Miscellaneous

- 9.1 If any term or provision of the Agreement is found by a court or other competent authority to be invalid, illegal or unenforceable, such provision shall be deemed to be deleted from the relevant part of the Agreement and the validity and enforceability of the remaining provisions of the Agreement shall continue in full force and effect.
- 9.2 Notwithstanding Section 9.1 above, the parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.
- 9.3 Section 5 and Section 10 of this Engagement Letter shall survive any termination of this Agreement.
- 9.4 We reserve the right to amend, modify or vary the terms of this Agreement, provided that any amendment will be communicated to you in writing with at least 10 days' prior written notice. Any amendment under this Section 9.4 shall be made in good faith and shall be reasonable, proportionate and necessary to reflect changes in applicable law or regulation, market conditions or business operations or improves or updates to the services provided.

10. Governing law and Jurisdiction

The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of, and England and Wales.

11. Important Information

- 11.1 Your obligations to us under this Agreement continue until the earlier of: (a) our confirmation that your Claim has resulted in a Win, you have received Redress and all our Fees (plus VAT) have been paid; or (b) termination by either party and payment of applicable Termination Fees and any other outstanding amounts, if any, in accordance with the terms of this Agreement.
- 11.2 You do not need to use a claims management company to make your Claim to the Lender, and if your complaint is not successful you can refer it to the FOS yourself for free. Subject to the terms of any further or additional Redress Scheme, you may also be able to make such a Claim for free.
- 11.3 In making the Agreement available for signature, CCL have given their agreement to its terms.

This Engagement Letter forms part of the Agreement (together with the LOA and the Privacy Notice), the terms of which are acknowledged and agreed below.

Signed

Date

Name