

Your Lawyers Limited (YLL) Terms of Business

We are required by our code of conduct and by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to provide you at the start of your claim with the information set out below. This information forms part of our terms and conditions and should be read in conjunction with the Conditional Fee Agreement (CFA) and CFA Terms and Conditions. The CFA, CFA Terms and Conditions and these Terms of Business form our "agreement" with you. It may be the case that a Litigation Management Agreement is required which supplements or varies these terms.

Who are we, where we are and how to contact us:

Your Lawyers Limited
18 Prospect House
Colliery Close
Staveley
Chesterfield
S43 3QE

We are a registered company in England number 06767502.

We also trade under the name Car Emissions Lawyers and Your Lawyers, however, we are one and the same company.

Mainline Telephone Number: 01246 474487 although we can also be contacted on 01246 470 100 and 01246 470 313

Fax number: 01246 474484 please note the fax number is for our clients' use only. We do not accept service of documents by fax.

Email Address: the appropriate email address to contact your legal assistant is found in the top left hand corner of our correspondence to you however, should it be necessary, you can contact our quality control officer Matthew Jowett at matthew@yourlawyers.co.uk

The office is usually open from 9:00 to 22:00 from Monday to Friday, and from 9:00 to 17:00 on Saturday and Sunday.

The Service Level Agreement:

It is agreed that we will communicate to you in plain language, explain the key issues in relation to your claim, and advise you of progress as follows:

1. We will update you when we consider it to be necessary either by letter or by telephone or electronically;
2. You agree not to contact us for an update any more than once every six weeks;
3. You may only contact us in excess of this where we have specifically requested you to do so;
4. If you contact the company for an update and you do not speak with your handler, a member of the team will try to assist you. If the team member is unable to assist you, a message will be passed to your handler, who will provide you with an update at their earliest convenience.

We are unable to provide acknowledgements in respect of incoming post or emails, however, we may choose to do so where we consider it appropriate to acknowledge a document. If we do not consider an acknowledgement is necessary but you request the same, a one unit charge will be applied to said acknowledgement which will be payable by you.

Our agreement to restrict our fees to the amount referred to in the "agreement" is subject to compliance with this service level and your compliance to the agreement in general terms. Any contact over and above the level stated above will be charged without restriction, and in addition to the fees payable in the CFA, on an hourly rate basis. By entering into this agreement you are expressly agreeing to pay any fees charged which are not subject to the restriction, if not recovered from the other side. To calculate the hours spent on your claim the hour is broken down into 10 individual units of time per hour. As such, if a call lasts between 0 to 6 minutes, a charge of 1 unit applies. If the call takes between 6 minutes and 1 second to 12 minutes, a charge of 2 units applies, and so on. This method of charging applies to all work we carry out on your claim. The hourly rate is £350.00 excluding VAT, which is charged at the standard rate.

The Service:

You are instructing Your Lawyers to pursue a claim for compensation arising from the emissions scandal. Such a claim is a claim under civil law and may result in the issue of Court proceedings against the responsible person/company should we consider the same to be necessary.

If you have suffered distress or other ill health which you believe is related to the emissions scandal and you consider treatment is required or would assist, your first port of call should be to contact your GP to discuss and arrange the same.

The letter enclosing the "agreement" explains to you who is responsible for the day-to-day conduct of your claim and how that person can be contacted. Occasionally, we may have to change the person responsible for the day-to-day conduct of your claim.

Vehicle Purchased/Leased Outside of England & Wales

Due to the nature of this group litigation, it is not possible for Your Lawyers to commence a claim within the English jurisdiction for any vehicle purchased/leased outside of England or Wales. As such, whilst we are prepared to take claims on from customers who purchased their vehicle outside of England and Wales and are fully committed to seeking a settlement of those claims, it is not possible for Your Lawyers to commence proceedings on their behalf.

If you have purchased your vehicle outside of England and Wales, it is important that you understand the limitations of our instruction which may affect statutory limitation periods. It may be the case that you are able to bring certain types of claim(s) - whether in tort, in contract, or by statutory instrument- in the jurisdiction where you purchased/leased the vehicle which have a limitation period commencing from the date you purchased/leased your vehicle. It may be that these limitation periods will soon expire. As Your Lawyers is only able to commence Court proceedings for those who purchased/leased their vehicle in England or Wales, we will be unable to commence Court proceedings on your behalf to protect the claim from becoming "statute barred".

For the reasons explained above, Your Lawyers will not be taking any action to issue proceedings upon your claim, but will attempt to both settle your claim and/or transfer your claim to a law firm within your jurisdiction prior to what we believe to be the relevant limitation period for a claim in the tort of deceit/fraudulent misrepresentation. As such, if you intend to pursue a claim for damages other than a claim in deceit, you must issue proceedings, or instruct another firm to issue proceedings on your behalf, within the relevant limitation period. Your Lawyers is unable to confirm what the relevant limitation periods are within your jurisdiction and therefore you should take legal advice in that regard from a specialist within your jurisdiction.

By instructing Your Lawyers, you are specifically confirming that Your Lawyers is not required or obliged under the retainer to commence legal proceedings on your behalf. Further, you understand that the retainer between you, as someone who purchased/leased their vehicle outside of England and Wales, and Your Lawyers is to seek a settlement of your claim.

Contractual Claims: Important Information regarding the causes of action

Due to the nature of group litigation, the need to manage the claimant group and the manner in which this is done, and also the need to use economies of scale, by instructing Your Lawyers to pursue your emissions claim, you are instructing us, at this time, to bring a claim in deceit only.

You should be aware that there may be other potential causes of action, such as claims arising from allegations of breach of contract, breach of the Consumer Credit Act 1974 and breach of the Consumer Protection from Unfair Trading Regulations 2008 (together referred to in this section as the "contractual claims") and that it may be the case that these contractual claims increase the level of compensation you can recover. You should also note that these contractual claims are subject to statutory limitation periods (i.e. the time period you have to bring your claim) which are different to the limitation period in relation to the deceit claim. This means that the specific limitation date in relation to your potential contractual claims will differ from other clients within our claimant group who purchased their vehicle on a different date to you. To prevent the limitation period to bring the contractual claims from expiring, Court proceedings must be commenced within 6 years (5 years if you purchased your vehicle in Scotland) from the date you purchased your vehicle. This means that if our claimant group was bringing the contractual claims, Court proceedings to protect against the limitation period expiring would either need to be commenced at a different time to other clients within our claimant group or at the same time, but with any new claimants being added to the claim as the claimant group grows via numerous amendments to the pleadings. The effect of this is that there would either be multiple sets of Court proceedings or multiple amendments to the claim. Either way, the result is that this decreases the efficiency of the management of the claimant group and substantially reduces the gains that can be made from utilising economies of scale.

Given the above, while Your Lawyers may investigate the viability of bringing the contractual claims, Your Lawyers will not, unless Your Lawyers considers, at its sole discretion, appropriate to do so, be taking any step(s) to issue Court proceedings in relation to the contractual claims.

As such, if you intend to pursue a claim arising from one or more of the contractual claims, you must, at your own cost, issue proceedings, or instruct another firm to issue proceedings on your behalf within 6 years (5 years in Scotland) of the date you purchased your vehicle.

By instructing Your Lawyers, you are specifically agreeing to waive your right to bring a claim for compensation arising from the contractual claims and agreeing that Your Lawyers can later choose, at its sole discretion, to bring the contractual claims, and, if necessary, to commence Court proceedings in relation to those claims on your behalf.

Litigation Management Agreement

A Litigation Management Agreement ("LMA") is an agreement between you, Your Lawyers, and all the other claimants who join the Your Lawyers Claimant Group to pursue a Multi-Party/Group Action. By entering into the agreement, you appoint a client committee to represent you in the litigation and to provide instructions to Your Lawyers on your behalf. Due to the fact that in a multi-party/group action Your Lawyers will be representing a substantial number of claimants (in some instances thousands of claimants), it will not be possible for us to take instructions on every element of the case from each person individually. The appointment of a client committee is a mechanism by which Your Lawyers take instructions on behalf of everyone bringing claims in the group in order to achieve the best possible outcome in the litigation.

The creation of a client committee in multi-party/group action claims is often a necessary requirement of obtaining Third-Party Litigation Funding and After the Event Insurance. Such practice is a common routine in multi-party/group action litigation.

By entering into this agreement, you acknowledge and understand that it may be necessary for you to enter into an LMA to allow for the efficient conduct of this claim. You further acknowledge and understand that the client committee will, on behalf of the group and you, give instructions in relation to the general conduct of the litigation. This includes the incurrence of expenses (disbursements) such as Barristers' fees, expert witness fees and court fees, the

obtaining and entry into Third Party Litigation Funding, and the obtaining and entry into of insurance to cover adverse costs. You understand that some of these costs, in particular Third-Party Litigation Funding costs and insurance costs, are not recoverable from the opponent and will be payable by the group, including you, as a proportionate share. Such charges are normally deducted from your damages and are not included within the current deduction from damages cap.

Once the decision has been taken to conduct the claim via a client committee, it is a requirement that you enter into the LMA. If you refuse to enter into the LMA, this will create a situation where Your Lawyers is acting both for clients via the client committee and individually. Unfortunately, such a situation may create a risk of a conflict of interest and result in us being unable to act for you. If we do withdraw from acting as a result of your refusal to enter into a LMA, you will be liable to pay our fees.

Personal Injury Trust (Only if you recover damages for a Personal Injury)

If you are in receipt of means-tested benefits then you should consider setting up a PI Trust. The following are examples of means-tested benefits:

- Income Support
- Housing Benefit
- Council Tax Benefit
- Working Families Tax Credit
- Disabled Person's Tax Credit
- Income Based Jobseeker's Allowance
- Employment and Support Allowance

As a rule, if you have over £6,000 at your disposal you are at risk of having your benefits reduced. If you have over £16,000 then you are at risk of losing them entirely. If your compensation is paid directly to you then you will be classed as having this money at your disposal.

If you think you may need to go into residential care at some point in the future, the setting up of a PI Trust will protect your compensation from being taken away by the Local Authority in order to pay for your care.

Unfortunately, Your Lawyers is unable to set up a PI Trust for you however we can put you in touch with a firm which does, or alternatively you can contact a local Solicitor who specialises in the drafting of Trusts to request this service.

Undertaking:

A Solicitor's Undertaking is only provided by Your Lawyers if the correspondence specifically confirms that an Undertaking is provided, and if this undertaking is signed by the Principal of the Firm. Your Lawyers does not provide Undertakings verbally and nothing in any correspondence should be treated as an Undertaking unless it complies with the condition precedent stated above. Should you require an Undertaking to be provided, then you should request the same in writing giving your reasons for doing so.

Vetting of Files and confidentiality:

External firms or organisations may conduct audit or quality checks on our practice, in which case they will be required to maintain confidentiality in relation to your files.

Money Laundering:

For the protection of all our clients, we operate a money laundering reporting procedure. Should there be any suspicion of money laundering we will inform the appropriate authorities.

Compromise of Your Claim:

By entering into this agreement, you agree that when entering into a contract for the compromise of the claim, we can include a condition requiring the payment of your damages and our costs within a certain time limit. In the event that the Defendant or their agent fails to comply with this time limit, you agree and understand that the contract of compromise will be breached and therefore void and we will be free to issue Court proceedings should we deem this necessary.

Where a Judgment relating to costs and damages is paid either voluntarily or by enforcement proceedings, you agree that any money recovered will first be used to pay our costs until the total amount of the costs element of the judgment is satisfied, after which any money will be paid to you in respect of the damages awarded under that Judgment.

Issue of Proceedings:

As we wish to act in your best interests by dealing with your claim in an efficient and effective manner, we may deem it necessary to issue Court proceedings against the Defendant. By agreeing to our terms of business, you agree to allow us to commence Court proceedings in your name as soon as we deem it to be in the best interest of your claim. You may opt out from this by confirming the same to us in writing prior to the commencement of Court proceedings.

By entering into this agreement, you agree that when entering into a contract for the compromise of the claim, we can include a condition requiring the payment of your damages and our costs within a certain time limit. In the event that the Defendant or their agent fails to comply with this time limit, you agree and understand that the contract of compromise will be breached and therefore void, and we will be entitled to issue Court proceedings on your behalf should we deem this necessary.

Limitation Periods and Critical Dates:

A Limitation Period is the timeframe allowed to initiate and/or settle a claim or issue court proceedings to protect a claim. This must be done before the Limitation period ends, otherwise you may be statute barred from claiming. This means that you may not be able to initiate or continue with a claim without special permission from the courts, which is only provided in particular circumstances.

The Limitation Date is the date that the Limitation Period expires. This date can depend on a number of factors, primarily the date of your accident, or the date of knowledge that an injury has been sustained due to potential negligence. It is therefore extremely important that you are sure any dates you have provided are accurate. Other factors can also be taken into account – the table below gives you a general idea of the limitation periods to be aware of:

<u>CLAIM TYPE</u>	<u>LIMITATION PERIOD</u>	<u>PERIOD STARTS</u>	<u>IMPORTANT NOTES</u>
Breach of Contract	6 Years	Date of Contract	
Claim under "CPUT" Regulations	6 Years	Date of Contract	
Claim under Consumer Credit Act 1974	6 Years	Date of Contract	

Human Rights Act 1998	1 Year	Date of Breach	
Data Protection Act 1998 & 2018 (no personal injury claimed)	6 Years	Date of Breach	
Personal Injury	3 Years	Date of Accident/incident	Better to start claims ASAP – evidence can fade or be erased (e.g. CCTV)
Personal Injury - Minor (England & Wales)	3 Years	Day of 18 th Birthday	
Personal Injury - Minor (Scotland)	3 Years	Day of 16 th Birthday	
Personal Injury – MIB Uninsured	3 Years	Date of Accident	
Personal Injury – MIB Untraced	3 Years to register claim with the MIB	Date of Accident	Incident MUST be reported to police within 14 days
Criminal Injury Claim	2 Years	Date of Incident	Incident MUST have been reported to police within 48 hours & Medical Attention MUST have been sought within 48 hours.
Montreal Convention (Child & Adult)	2 Years	Date of Incident	Injury relating to travel by air
Athens Convention (Child & Adult)	2 Years	Date of Incident	Injury relating to travel by sea

You are instructing Your Lawyers to pursue a claim for compensation arising from the emissions scandal. Such a claim is a claim under civil law and may result in the issue of Court proceedings against the responsible person/company should we consider the same to be necessary.

We are currently investigating the viability of the claim against the various Defendants under the following causes of action:

- ***Deceit/Fraudulent Misrepresentation***
- ***Breach of Statutory Duty***
- ***Breach of Contract***
- ***Breach of the Consumer Credit Act 1974;***
- ***Breach of the Consumer Protection from Unfair Trading Regulations 2008 (as amended).***

Each cause of action has a 6 year limitation period which, save for the claim in Deceit/Fraudulent Misrepresentation, begins to run on the date you purchased your

vehicle. The claim in Deceit/Fraud started on the discovery of the fraud i.e. when it became public that a defeat device had been used. As such it is likely that the limitation period in respect of the other causes of action will expire prior to the claim in Deceit/Fraud.

Whilst we continue to investigate the prospects of success in respect of the causes of action you agree not to commence proceedings against the Defendants. In agreeing this you understand that limitation may lapse in respect of one or more of the causes of action and may impact the level of damages you are entitled to claim. We will however, unless we say otherwise, ensure that Court proceedings are commenced prior to the expiry of the limitation period in respect of the claim for Deceit/Fraud.

In agreeing to this Conditional Fee Agreement you understand that by allowing certain limitation periods to lapse that it may affect the compensation you are awarded.

The Conditional Fee Agreement does not cover, where applicable, the bringing of a claim against a non-authorized dealership and/or private seller. In agreeing to this Conditional Fee Agreement you understand that by not bringing such a claim it may affect the compensation you are awarded.

Our Professional Charges and Expenses ("Costs")

Unfortunately, it is not possible to give you a final amount for the cost of our service to you, as this is dependent upon the length of time the claim takes and the level of work required. Although it is difficult for us to estimate when your claim will be likely to settle, we remind you that, at the **very least**, your claim is likely to take several months and may take substantially longer to settle. For cases concluded within 12 months, we estimate our individual costs will be between £5,500 to £25,000, plus VAT and expenses, dependent on the complexity of the case, the stage at which the claim is concluded and whether court proceedings are necessary. This estimate is not intended to be fixed and is likely to change as the case progresses along with the degree of risk involved, or the cost-benefit to you of continuing with the matter. For cases that are not concluded within 12 months, we will send you an update of the costs and expenses incurred during the progress of your claim at appropriate intervals or upon request.

Cost/Benefit Analysis:

Having considered your instructions we have carried out a cost-benefit analysis. Having considered the likely costs of the claim, the likely benefit you will receive and the likelihood of you being required to meet any legal fees based upon our terms of business we consider that the benefit you may receive from the claim outweighs the likely costs of pursuing the claim.

Additional Charges

As explained below, all documents are created and stored electronically and documents received are scanned on for electronic storage. Should you require a copy of your file, you will be required to pay an administration fee of £100.00 plus VAT at the applicable rate at the time, plus printing charges of £0.25 per sheet plus VAT, subject to our right to hold a lien over the file of papers.

As the claim progresses or until our charges have been paid, we are entitled to keep hold of your file of papers at our discretion. If you would like a copy of any document, you may obtain a copy of the same at a charge of £10.00 plus VAT for administration (per request) plus printing/copying charges of £0.25p per sheet plus VAT, up to a maximum of £50.00 plus VAT (per request). However, we will refuse a request for a full copy of your file of papers until our lien over the papers has expired. Should you seek a copy of your file or of individual documents

sending to you, you will be liable for the delivery/postage charges of the same in accordance with the Royal Mail's Special Delivery rates.

Interest:

By entering into this agreement, you agree that we may charge interest on our charges at a rate of 8%, with interest becoming chargeable at the time the charge is incurred.

Payment of Charges

The payment of charges is governed by this agreement. Where charges are incurred over our service level agreement, they will be charged as explained above on an interim basis. Where an interim bill remains outstanding, we reserve the right to withdraw from acting.

It may be necessary for you to pay some expenses (disbursements) upfront; where this is necessary we shall notify you of the same and confirm the likely cost of the disbursement. We will then not incur this expense until we have received payment from you.

Correspondence Charges Utilising Bulk Electronic Mailing Software:

In some cases, it may be suitable to utilise bulk mailing software for the provision of generic updates and standardised correspondence. You will be charged for correspondence provided in this manner as follows:

- a. A proportionate share of the time spent drafting the correspondence on a time-recorded basis. To calculate the time spent on drafting correspondence, an hour is broken down into 10 individual units of time. For example, if a piece of correspondence takes between 0 and 6 minutes to draft, a charge of 1 unit applies. If the correspondence takes between 6 minutes and 1 second and 12 minutes to draft, a charge of 2 units applies, and so on. The hourly rate is £350.00 excluding VAT (which is charged at the standard rate). This charge will then be divided by the number of people the correspondence was sent to. For instance, if a generic update utilising bulk electronic mailing software was sent to 100 people, each person would be charged 1/100th of the drafting time; plus
- b. A third of a unit recording charge at the hourly rate of £130.00 excluding VAT per person.

By entering into this agreement you are expressly agreeing to pay the charges for correspondence sent in this manner irrespective as to whether the same is recovered from the other side.

Right to Cancel

By law, you have the right to cancel this contract within 14 days without giving any reason (the cooling-off period). The cancellation period will expire after 14 days from the day on which the agreement is entered into. Please note we will not perform any work under this agreement until the expiry of this period.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, either via post, fax, email, telephone or in person using the contact details provided above. You may use the attached model cancellation form, but it is not obligatory.

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.

In addition to the above cooling-off period, as this is a contract with no fixed end date, you may terminate your instructions to us in writing at any time after the cancellation period has

expired, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you but only with good reason. For example, we will be able to cancel if you have breached the terms of the Conditional Fee Agreement, if you cannot give clear or proper instructions to enable us to proceed on your behalf, if it is clear that you have lost confidence in us for whatever reason, or if your instructions conflict with our regulatory obligations. We will give you reasonable notice that we will stop acting for you.

In accordance with your specific instructions, you have waived your right to the cooling off period as you have requested us to begin the performance of the service during the 14-day cancellation period.

Effects of Cancellation or Withdrawal

If you cancel this contract within the cooling-off period, we will reimburse all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

- (a) 14 days after the day we receive back from you any goods supplied,
or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods,
or
- (c) if there were no goods supplied, 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 because of the reimbursement.

If you requested to begin the performance of services during the cancellation period and subsequently cancelled, you may be liable for, and we shall seek payment of, our fees, VAT, expenses and disbursements in accordance with the hourly rate stated in the Conditional Fee Agreement and charged in the normal method, i.e. on a timed unit basis up to the date you communicated your notice of cancellation.

If you cancel your instructions outside of the 14-day cancellation period, or if we have withdrawn from acting for you, you shall pay to us an amount in accordance with the hourly rate stated in the Conditional Fee Agreement and charged in the normal method, i.e. on a timed unit basis up to the date we received your notice of cancellation or the expiry of our notice to you that we were no longer acting for you.

Due to our regulatory responsibilities, we may be required to take certain steps after we have stopped acting for you, such as applying to come off Court record or agreeing an undertaking with your new solicitors. Taking such necessary steps will result in additional charges being incurred, which you shall pay to us in accordance with the hourly rate stated in the Conditional Fee Agreement and charged in the normal method, i.e. on a timed unit basis.

If you fail to pay the applicable charges after receiving our invoice, it may result in additional costs to us in chasing payment, issuing court proceedings and/or taking enforcement action against you. Taking such steps will result in additional charges being incurred, which you shall

pay to us in accordance with the hourly rate stated in the Conditional Fee Agreement and charged in the normal method, i.e. on a timed unit basis.

If you are invoiced:

- i. you are entitled to complain about the bill, under our usual complaints procedure and then to the Legal Ombudsman if you are not satisfied with the outcome of the complaint;
- ii. you can apply to the Court for an assessment under Part III of the Solicitors Act 1974.

However:

- i. we may exercise our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid;
- ii. we must advise that if all or part of the bill remains unpaid, we are entitled to charge interest at a sum of 8% per annum.

Holding Your Papers after Cancellation or a Withdrawal from Acting (Lien):

This is our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends unless another solicitor working for you undertakes to pay us what we are owed, including the Success Fee if you win. You agree that the following conditions of an Undertaking to preserve this lien are reasonable and appropriate:

1. An Undertaking to preserve your lien to costs regarding this claim until Your Lawyers Limited receives its full costs, including disbursements, or until after detailed assessment of inter parties and solicitor / own client costs, the sums assessed by the court are received by Your Lawyers Limited.
2. A requirement that the firm of solicitors agree to return the file to Your Lawyers Limited, over which their lien applies within seven days of receipt of their written request to do so.
3. An Undertaking to preserve the position of Your Lawyers Limited for costs relating to all work undertaken by Your Lawyers Limited on behalf of the client at all times.
4. An Undertaking to keep Your Lawyers Limited fully updated on a regular basis regarding the progress of the claim as and when requested to do so by Your Lawyers Limited, and undertake to confirm the current stage of the case in the claims process.
5. An Undertaking not to compromise costs due to work undertaken by Your Lawyers Limited that will compromise the position of Your Lawyers Limited without express written confirmation and agreement for you to do so.
6. An Undertaking to return the file over which the lien applies to Your Lawyers Limited within seven days of being requested to do so in relation to preparation for a detailed assessment hearing between inter parties.
7. An Undertaking to inform Your Lawyers Limited within seven days of settlement, and/or to inform Your Lawyers Limited within seven days of receipt of a trial date.
8. An Undertaking to inform Your Lawyers Limited immediately if a request from an alternative solicitor for our client's file is received, and we undertake to request an identical undertaking from those solicitors to Your Lawyers Limited and to you.

Your opponent's Professional Charges and Expenses ("Costs")

Whilst we are acting on the basis of a Conditional Fee Agreement, you do still remain at risk of having to pay your opponent's costs if you lose. We may be able to offer you insurance against this risk, but first we must check whether you already have legal expense insurance or other cover in place. We have requested that you send us details of the various insurance policies that you hold. We will check these documents to establish whether you have relevant insurance for your opponent's costs. If you do have insurance, we will notify your insurer of your claim **(it is not necessary for you to do this)**.

If you do not have insurance, we may recommend that you take out insurance in due course. It is likely that the insurance would ultimately be payable by you (usually by way of a deduction from the damages you receive).

Providing Exempt Insurance Mediation:

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry out insurance mediation activity, which is broadly involves advising on, selling and engaging in the administration of insurance contracts. The Solicitors Regulation Authority regulates this part of our business including arrangements for complaints or redress if something goes wrong. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Marketing Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

Code of Conduct

As a firm of Solicitors, Your Lawyers Limited is authorised and regulated by the Solicitors Regulation Authority. As such, Your Lawyers is required to follow the SRA's Code of Conduct, which is contained within the SRA's Handbook, and can be located on their website at the following URL address:

<http://www.sra.org.uk/solicitors/handbook/welcome.page>

Complaints

Your Lawyers operates a formal complaints procedure. To ensure the effective management of complaints, we must ask that all formal complaints are made to us in writing (not email). If you have a complaint with the way in which your file is being handled, please provide us with details. All complaints will be assessed and handled under our in-house complaints procedure, conducted by Mr Jonathan Whittle. If your complaint is about Mr Whittle, in this instance your complaint will be dealt with by another manager.

Our internal complaints procedure shall be sent to you on receipt of your formal written complaint or at your request before you have made a formal written complaint.

If you are unhappy with the outcome once the internal complaints system has been exhausted, you can raise your complaint with the Legal Ombudsman. The Legal Ombudsman states that you should give us at least 8 weeks to resolve your complaint. The Legal Ombudsman states that, as a general rule, any complaint should be brought to their attention no later than 6 years after you considered there was a problem, and within 3 years of receiving a final response from us. However, please note that if the date of action or awareness was prior to 6th October 2010, your complaint will not be considered.

The Legal Ombudsman can be contacted on 0300 555 0333, by e-mail on enquiries@legalombudsman.org.uk or in writing at Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.

Barristers:

If we instruct counsel on your behalf and you wish to make a complaint about their services, you can do this through us or directly with the chambers. Full details of their complaints

procedures can be found at their website, or will be made available upon request. If you remain dissatisfied with the chambers' complaint process, you may contact the Legal Ombudsman. You should allow up to 8 weeks for the chambers to resolve the complaint and the complaint should be referred to the Legal Ombudsman no later than 12 months from the date upon which the problem first arose, or from the date upon which you should reasonably have become aware there was cause for complaint.

Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £3m, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

We limit our liability to you for claims:

- 1) For breach of contract;
- 2) For breach of duty;
- 3) For negligence (except where we have entered into a contentious business agreement and insofar as such limitation would be contrary to the Solicitors Act 1974 s 60 (5));

Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and our employees. Please contact us should you require a copy of our equality and diversity policy.

Data Protection

By instructing us to act on your behalf, you are agreeing to us collecting and processing your personal data in accordance with our Privacy Information Notice. From time to time, our Privacy Information Notice may be updated. When this occurs, we shall provide you with a copy of the updated notice. You have the right to object to the processing of your personal data, but we will be unable to pursue your claim and fulfil our contractual obligations to you without processing your personal data.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing our client records;
- Analysis to help us manage our practice;
- Legal and regulatory compliance;
- To contact you with regards to the services we offer;
- Defending legal claims.

Our use of that data is subject to your instructions, the Data Protection Act 1998, the General Data Protection Regulation 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our customer service.

Storage of Documents

Incoming post is scanned into our case management systems. After scanning, all routine correspondence is shredded, but important original documents are retained until case conclusion. Outgoing correspondence and file records are imaged directly into our computer system, so there are no paper copies. We have no paper storage facilities so if there are any original paper documents, which you wish to retain, please notify us **before** your claim is concluded so that we can forward any such items to you for safekeeping. If you require us to retrieve a file from our archive database and reinstate it in paper format, we will charge you for this facility. An explanation of how these charges are calculated is provided above.

Your Responsibilities

We will need from you all necessary documentation to support your claim and to enable us to conclude it as quickly as possible.

Please be aware that it is your responsibility to seek and attempt to retain evidence that could be vital to the success of your claim. Several items of evidence can easily become unobtainable after certain periods of time. If you are aware of any evidence that you need to obtain, you will need to do so as a matter of urgency.

Duty of Confidentiality

Please be aware that legal advice we provide to you by phone, email, letter, and in any other format is privileged and must never be disclosed to the Defendant(s), their lawyers, and/or the Court, and must remain private. It is important that all our communications with you are treated as confidential because **it might harm your prospects of success if you share information** about your claim with others. This includes posting information about your case or anything about your claim on social networking sites and support groups. In previous litigations we have been involved in, some Claimants have discussed legal claims online via social media, forums, and other such places, which, in my experience, are platforms that Defendants and their lawyers will monitor to obtain information to use to their advantage.

Honesty and Credibility

You must be honest with us and the experts/third parties we instruct for your claim at all times. This is very important for you to understand because, through our extensive experience in helping people to make claims, Defendants, insurers, and solicitors can, and often will, use anything they can to discredit you as a Claimant. This can include things you post on social media sites such as Facebook and Twitter, which, as advised above, can be subject to monitoring from the Defendant's side. An example of this might be where you claim losses for being unable to work or unable to use a gym, but post on social media outlets that you are "at work" or have been to the gym during a the period in which you claimed you were unable to do so. Factors like this, which may seem small, can actually have a significant impact on your claim, because any evidence that suggests you are not credible can be used to "strike out" a claim in its entirety. A strike out is where your claim is essentially stopped by the Court, and can leave you responsible for paying the Defendant's fees and our fees in the event you are found to have been dishonest.

You therefore have a duty not to put any information regarding your claim into the public domain, such as Google, Facebook or Twitter.

Fundamental dishonesty (as outlined separately in this agreement) can, in the worst case scenario, lead to contempt of court, perjury, and custodial sentences. Please ensure you are

always honest when providing us and our instructed third parties with instructions. If you are ever unsure, please ask us and we will be happy to guide you and help you.

Further to all other responsibilities contained within this agreement, you must specifically:

- a. Not act or fail to act in a way as defined within section 1 of the CFA Terms and Conditions.
- b. Follow our advice.
- c. Provide, at your own expense, any proof, evidence, certificates and assistance we may reasonably request of you in connection with your claim.
- d. Co-operate with us fully.
- e. Take all reasonable steps to recover any costs or expenses and to minimise the amount payable by us under our cover.
- f. Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- g. You must not abandon or withdraw any claim or legal proceedings or withdraw instructions from us without our consent
- h. You must not pursue a claim in any way against our advice.
- i. You must not incur any fees, costs, expenses or disbursements without our consent and/or recommendation.

Mitigation of Loss:

In accordance with the common law every Claimant (i.e. the person bringing the claim – YOU) has a duty not to unreasonably incur losses. This essentially means that you must take reasonable steps to avoid incurring losses; for example, rather than delaying your return to work, you should return when you are fit and ready, or you should seek regular medical advice from your GP if your symptoms persists.

If you fail to take such reasonable steps, your opponent may raise 'mitigation' arguments, which if successful will result in you being compensated as if you had taken those reasonable steps and not for the loss which was unreasonably incurred. If you require further information about your duty, please contact us.

Exaggeration of your Claim:

Should you exaggerate any aspect of your claim, you risk your claim being struck out for an abuse of process. If this was to occur, it is likely that the Defendant will be awarded their costs of defending the action against/pursuing the strike out for which you will be liable.

Statement of Truth:

When signing a Statement of Truth, you are confirming that you have an honest belief in the truth of the content of statement/document being verified. Should you sign a Statement of Truth or cause a Statement of Truth to be signed without such an honest belief in the truthfulness of the statement, proceedings for contempt of court may be against you. If you are found to be in contempt of court, you may be subject to a fine and/or imprisonment. **You authorise a member of Your Lawyers or their agent to sign a statement of truth on your behalf, and in providing your ongoing instructions verify that you have an honest belief in the truthfulness of those instructions.**

Right to Amend

Your Lawyers reserves the right to amend these terms of business at any time. You agree that by providing continuing instructions following the sending of the amended Terms of Business to be bound by its changes, unless you specifically agree in writing a change you do not agree to within 14 days; in such instances, the previous terms will prevail.