

Date:

Your reference:

RE: Your Housing Disrepair Claim

Dear

Welcome to First Legal Solicitors Limited and thank you for choosing our services. We are specialist in pursuing claims for Housing Disrepair and with our help and expertise, we are confident we can help you receive the right compensation for your claim.

Your claim will be handled by one of our team of legal advisors who specialise in dealing with this type of case. Once we receive your signed agreement, we will complete our initial risk assessments to be satisfied you have a valid claim. Throughout your claim journey you will receive contact details of your dedicated handler to ensure you are updated all the way.

What to expect from us?

Here at First Legal Solicitors Limited, our commitment is to ensure we put YOU, our client in the centre of what we do. Our staff are here to do the work for you and our goal is to receive the best outcome for you and what you deserve. We will communicate with you in whatever way you wish, should that be by email, phone or through SMS and make your claim journey as smooth as possible - we will listen to you and provide you with the support you need.

We work on a strict "No Win, No Fee" basis, there are no hidden fees or costs up front. We will deal with your claim by a way of a Conditional Fee Agreement (CFA). This is the most common type of funding agreement for claims of this nature.

You can contact our dedicated team on 0151 443 6121 and we will be happy to help.

First Legal Solicitors Limited

Authorised and regulated by the Solicitors Regulation Authority
SRA No 634939. Registered in England and Wales No: 10381298
VAT No: 285025504

Director: Jennifer Shaw LLB Hons

✉ enquiries@firstlegalsolicitors.com
🌐 www.firstlegalsolicitors.com
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Your Claim Journey

Below is a step-by-step guide to help you through your Claim Journey. Please ensure you read the below, so you are up to date with the next steps and what to expect. You can contact the team at any point to discuss your claim on 0151 443 0121 or email us on enquiries@firstlegalsolicitors.com



Step 1 - Signed Documents:

You will have received your Welcome Pack with documents for you to sign. We are unable to progress your claim without these being returned. As soon as we have received your completed documents, we will start work on your claim and make our investigations with your Landlord.



Step 2 - Report:

Once we have accepted your claim, we will request an initial triage report to assess the value of your claim. On receipt of a positive report and confirmation your claim has a value in excess of £1,000, we will send your claim across to our legal team.



Step 3 – Legal:

Your claim will now be dealt with by our legal team. You will be assigned a dedicated expert who will be your point of contact and will help you every step of the way through to settlement of your claim.

Lawyers who listen!

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Documents enclosed & what they mean to you

Conditional fee agreement/Damage based agreement (Requires signature) – *This is your “No win, no fee” agreement and the firm will not expect to be paid by you if your claim is unsuccessful and you have kept to the terms of the agreement. If you do not have alternative means of funding your claim, we would propose to deal with your claim on this basis. If your claim is successful, you will pay us a maximum of 25% plus VAT of any sums or benefit you receive. Any costs above this sum will be sought from the Defendant in your case and are payable if they are recovered. However, this 25% plus VAT of any sums or benefit you receive deduction will only be payable by you if your claim was determined in your favour either by agreement or by a judge at a final hearing. If you are unsuccessful, we will not charge you for the services you receive from us.*

Authority to act (Requires signature) – *Please read through this carefully as this outlines what advice we have provided and what you instruct and authorise us to do on your behalf.*

Letter of authority (Requires signature) – *We will use this to write to the defendant if a complaint needs to be made on your behalf.*

Legal expense questionnaire (Requires signature) – *We will have provisionally arranged After the Event (ATE) insurance for you to protect you from incurring a cost liability for the Defendant. We have enclosed a Legal Expense questionnaire checklist form for you to advise us if you already hold some legal expense insurance. If you indicate that you do have and wish to utilise the policy, we shall contact your insurer and continue to correspond with them to obtain indemnity. If we are granted indemnity and the policy provides you with adequate insurance to run your claim and fund your disbursements, we shall cancel the ATE policy and you will not be required to pay the premium. If you lose your claim, the “No Win- No Fee” agreement and the insurance policy will ensure that you do not have to pay any of the legal costs we incur on your behalf or any of your opponent’s costs. You can find full details within the enclosed documents, including confirmation that our charging rate is £295 per hour (this hourly rate will be reviewed annually, and should it change, we will advise you of the revised rate).*

Privacy consent form (Requires signature) - *We use your personal data when it is in our legitimate interests for internal purposes associated with maintaining our business. We use your personal data as required by law, such as processing statutory accounts. We will retain information about you for the duration of our relationship with you and then for seven years after the conclusion of your claim. We will retain financial records for 6 years, following the end of the current financial year, after which we will take steps to delete or anonymise the information.*

Our terms of business – *This is the fine print to your agreement with us and for using our service, please ensure you read through this.*

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Authority to Act

do hereby provide First Legal Solicitors Limited with the following authority and instructions:

- I confirm I have been advised of alternative methods to fund my claim.
- I instruct and authorise First Legal Solicitors Limited to act for me under a Conditional Fee Agreement (CFA) in respect of my claim for compensation arising out of a housing disrepair.
- I have read the CFA and accept and agree the terms and conditions of the CFA in their entirety and will pay any costs payable to First Legal Solicitors Limited in accordance with the terms of the agreement.
- I understand that if all First Legal Solicitors fees are not recovered from the defendant I am responsible to pay the difference but the maximum I will have to pay will be not more than 25% plus VAT of the damages that I receive.
- I confirm that I understand the cost that I must pay to First Legal Solicitors Limited under the terms of the CFA could be as much as 25% + VAT on any compensation I receive plus any insurance premium I take out to cover the legal costs.
- I instruct and authorise First Legal Solicitors Limited to obtain the policy of insurance on my behalf.
- I instruct and authorise First Legal Solicitors Limited to obtain any and all records related to my case from your landlord to assist in bringing my claim.
- I authorise and agree that the success fee should be 50% or 100% as stated in the CFA.
- I instruct and authorise my opponent to pay any and all monies due to me (including any damages and/or costs) to First Legal Solicitors Limited
- I instruct and authorise First Legal Solicitors Limited to retain any legal costs recovered from my opponent in payment of First Legal Solicitors Limited basic charges, expenses, and disbursements.
- I authorise First Legal Solicitors Limited to release to any barrister that they choose to instruct information relating to my case.

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- I authorise First Legal Solicitors Limited to issue court proceedings on my behalf, if applicable
- I authorise First Legal Solicitors Limited to release to any experts/agency that they choose to instruct, information relating to my case.

Date:

Reference:

Signed:

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Conditional Fee Agreement

This Agreement is a legally binding contract between you and your solicitor. The conditions are part of the agreement. Before you sign the Authority Form or give us instructions, please read everything carefully.

Agreement Date:

Between: **Us, We: First Legal Solicitors Limited**

And

You, Your, The Client,

What is covered by the Agreement

All of the work we do on Your claim for damages **and/or any claim for specific performance or similar remedy such as injunctive relief** arising from housing disrepair to the property at:

to include taking initial instructions and any pre-action disclosure applications.

Any work relating to breach of any settlement agreement in aforesaid claim,

Any appeal by your opponent,

Court action to enforce your compensation award if you win but your opponent does not pay **damages and/or does not comply with any order for specific performance**. Any appeal you make against an interim order during proceedings.

What is NOT covered

Any counterclaim against you

Any appeal you make against the final judgment or order

The Agreement

Our basic charges for the legal work we do are based on the rates we charge, which is **£295** per hour for each hour we are engaged on your case. Letters and telephone calls are charged out on a time recorded basis at 1/10th of the hourly rate. To these are added our success fee which can be as high as 100% of our basic charges. If you win your case most of these fees (excluding the success fee) will be paid by the defendant, however, if there is a shortfall in the amount recovered you are responsible to pay the difference but if they are not the amount you will have to contribute will not exceed 25% plus VAT of any damages you receive. The Success Fee in your case is set out in sections 5-7 of the CFA terms and conditions enclosed with this pack.

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We review our charges annually each January and will increase them as notified to You by us in writing. The rates we charge, and any increases may be in excess of those published in the Senior Court Office Guide to Summary Assessment.

If you win your claim, we expect to recover some of our fees from your opponent.

If you win and for any reason, we are unable to recover all of our fees (excluding the success fee) from your opponent, you are responsible for the difference to a maximum sum equal to 25% of any damages you receive plus VAT.

We can confirm that, if there is any shortfall between the fees recovered from your opponent as costs and our fees **the maximum you will be required to pay us for Our Fees over and above any sum recovered from your Opponent shall not exceed a sum equivalent to 25% plus VAT of damages you have received**. This cap does not include any fees payable to us for interim hearings or applications where the court has ordered payment of them by the opponent or by another party.

If your claim is unsuccessful, we shall charge no fees, expect for those covered by insurance, provided that you keep to the terms of this agreement.

By signing the authority form and or by providing continuing instructions, you, the client, agree that you will be bound by and will fulfil your part of this agreement and comply with the terms and conditions below.

Signed:

Date:

Reference:

Notice of the Right to Cancel

YOU MAY CANCEL THIS CONDITIONAL FEE AGREEMENT WITHOUT CHARGE, if you do so **WITHIN 14 DAYS** from the date upon when you received this notice from us.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) notice to the person named in the cancellation notice form supplied within this agreement. You may use that form if you want but you don't have to.

Notice of Cancellation

To: First Legal Solicitors Limited
FAO: Claire O'Rourke
First Legal Solicitors Limited
4th Floor
8 Princes Parade
Liverpool
L3 1LD

Email- enquiries@firstlegalsolicitors.co.uk

I, _____ hereby give notice that I wish to cancel my
Conditional Fee Agreement under your reference

Signed:

Date:

Reference:

Cancellation Notice

Your Conditional Fee Agreement or "No Win, No Fee Agreement" with us, forms the contract between you and us. **YOU MAY CANCEL THE CONDITIONAL FEE AGREEMENT WITHOUT CHARGE**, if you do so it must be **WITHIN 14 DAYS** from the date upon which you received this notice from us.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) notice to the person named in the cancellation notice form supplied within this agreement. You may use that form if you want but you don't have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL** the contract. NB: This cancellation notice does not apply to any contract of insurance you may have taken out. Please refer to any policy document for any right to cancel your after the event insurance.

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Letter of Authority

I authorise First Legal Solicitors Limited (FLSL) to act on my behalf immediately and before the end of any cooling off period in respect of my claim for compensation for Housing Disrepair. If deemed to be in my best interest I give FLSL full authority to refer my claim to any other third party, including but not limited to

I instruct and give permission for _____ to release any information regarding my Housing Disrepair, FLSL may ask for by telephone or in writing.

Reference:

Claimant name:

Date of birth:

Address:

Signed:

Date:

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Legal Expense Questionnaire

Please find below your Legal Expense Insurance Questions, this is for you to advise if you already hold some legal expense insurance, if you indicate that you do have and wish to utilise the policy, we shall contact your insurer and continue to correspond with them in order to obtain indemnity. If we are granted indemnity and the policy provides you with adequate insurance to run your claim, we shall cancel the ATE policy and you will not be required to pay the premium.

Do you have existing Legal Expenses Insurance with any of the below	
Motor Insurance	
If Yes, please name your insurer and provide your policy number	
Home Insurance	
If Yes, please name your insurer and provide your policy number	
Are you a member of the Trade Union?	
If Yes, please name your Union and provide your membership number	

Date:

Reference:

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Privacy Consent Form

It will be necessary for First Legal Solicitors Limited (“FLS”) to collect and process some of your personal data while your claim is ongoing and, on occasion, after your claim has concluded. To learn more about the categories of personal data FLS collect and process, and how those data are used, please read our Privacy Policy which can be found at <https://firstlegalsolicitors.co.uk/privacy-policy/>

FLS will request disbursements funding in order to finance the disbursements (payments to third parties, such as barristers, experts, the court) necessary to resolve your claim. In requesting the funding, we will be required to provide your personal data to the funding provider (“The Funder”).

Consent for special categories of personal data

The Funder may need to process your special category personal data, as provided to them by FLS or a third party. These special category data will be provided to The Funder to enable the administration and servicing of your funding.

Confirmation of Consent

I have read and understood FLS’s Privacy Policy, and I consent to my personal data, including special category data, being collected and processed for the purposes of conducting my above referenced claim and the disbursement funding. I understand that my personal data, including special category data, will also be processed by The Funder in connection with disbursement funding. I wish to proceed on this basis.

Client Details Name:

Client Signature:

Client Address:

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Terms of Business

This document sets out the terms of the relationship between you, the Client and us, your Solicitor and contains certain information that we are required to provide to you at the start of your claim. We have tried to make the information as clear as possible and it is vital that you read the document carefully and fully understand and agree its contents. We do appreciate that you may like us to clarify certain points and if there is anything you would like us to explain, please do not hesitate to contact us.

These terms contain provisions which limit our liability to £3 million. We refer you to the limitation of liability set out below.

Nature of our agreement to provide legal services to you

Our agreement with you to provide legal services is not a contentious business agreement within the provisions of section 59-66 of the Solicitors Act 1974. The restrictions in those provisions of the Act on the right of solicitors to sue for costs and to exclude liability therefore do not apply to our agreement with you.

No claims to be made against individual directors, partners, and employees of the firm

Subject to the qualification set out below, no director, partner, or member of staff of First Legal Solicitors Limited will have any personal liability for work undertaken for you. You agree not to bring any claim personally against any individual director, partner, or member of staff in respect of any loss which you suffer or incur, directly or indirectly, in connection with our services. This will not limit First Legal Solicitors own liability for its acts or omissions. This provision is intended to benefit such directors and members of staff, who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

Liability to persons who are not the client of First Legal Solicitors Limited

Subject to the qualification set out below, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

Our liability limited to £3 million

Subject to the qualification set out below, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the losses and including interest) shall be limited to the sum of £3 million in respect of any claim against us.

In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts, or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as one claim.

Proportionate liability

Subject to the qualification set out below, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party. Effect of limitation or exclusion of liability you agree with another person we could be affected by any limitation or exclusion or liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. Subject to the qualification set out below, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

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Qualification to limitation of liability

Nothing in these Terms of Business excludes or restricts:

Liability below the minimum level of cover required by the SRA Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as of August 2012 was £3 million for an LLP or limited company;

Liability for death or personal injury caused by breach of duty.

Liability for losses caused by the fraud, dishonesty, wilful default, or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time.

Liability for losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

We believe the limitations on our liability we have set out are reasonable having regard to the likely level of the loss we would cause to you in the event that we incur a liability to you, and the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future. But should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you, including the option of providing further cover at additional cost.

Severance

Each of the limitations set out above constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

Who Regulates us?

We are regulated by the Solicitors Regulation Authority. The professional rules relating to solicitors' firms, including the Code of Conduct can be accessed on the website of the Solicitors Regulation Authority at www.sra.org.uk/code-of-conduct.

Under an exemption from direct authorisation from the FCA, we are permitted to advise on and arrange non-investment insurance policies, specifically After The Event (ATE) Insurance for which we offer a product from a single Insurer. We only recommend insurance cover provided by companies with whom we have made contractual arrangements. We do not conduct an analysis of the insurance market.

Our firm holds professional indemnity insurance and, should you so request, we will provide you with the name and contact details of our professional indemnity insurer, and details of the territorial coverage of the insurance.

What does our Service Cost?

As our Client, you are responsible for our charges, and they form part of your claim against the other party. If you win your case some of our charges will be by the person responsible for the accident or more likely, their insurers. You will be responsible for the balance. If you lose, you may become liable for all or part of our charges or those of the other party. To ensure that you are protected in respect of costs, we have discussed and agreed with you the best method of funding these charges, and the method by which your legal costs are being funded is confirmed in our covering letter to you.

As long as you comply with your obligations to us which are set out below and with the terms of any legal expenses insurance policy or no win no fee agreement, we are acting for you under, you will have protection from paying any costs that are not recovered from the other party which exceed a maximum of 25% plus VAT of any damages received together with the cost of the insurance premium. We recommend that you familiarise yourself with your obligations.

At this stage, we believe that your claim has good prospects of succeeding. However, if we become concerned at any stage that your claim might not succeed, we will contact you straight away.

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Our Responsibilities to You

We must:

- Always act in your best interests, subject to our duty to the court
- Explain to you the risks and benefits of taking legal action
- Give you our best advice about whether to accept any offer of settlement
- Give you the best information possible about the likely cost of your case
- Provide you with a good standard of service

Your Responsibilities to Us

You must:

- Give us accurate instructions that allow us to do our work properly
- Not ask us to work in an improper or unreasonable way
- Not mislead us
- Co-operate with us
- Attend as necessary on any court hearing

Failure to keep to your responsibilities may cause you to breach both the terms of your relationship with us and the agreement under which your claim is funded and may render you liable for costs or other charges and potentially those of the other party. For instance, if you fail to attend on any medical appointments, you may be charged a non-attendance fee. Subject to any cancellation rights, if you wish to abandon your claim at any stage before it settles without our prior agreement, or if you provide us with instructions or information which is misleading, we will be entitled to seek payment of our costs and disbursements from you. In any circumstance where we do seek payment of our charges from you, you are entitled to make a complaint to us about the firm's bill, in accordance with our complaints procedure. There may also be a right to object the bill by making a complaint to the Legal Ombudsman, and/or by applying to the court for an assessment of it under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill.

Claims often involve time limits, particularly once legal proceedings are commenced, and there is a limitation period in place which provides a deadline by which your claim must be pursued. Your co-operation at all times will help to ensure your claim is progressed without delay. Failure to respond to our requests for co-operation and information may result in us ceasing to act on your behalf.

Subject to your cancellation rights, if you instruct other solicitors in relation to the matter in which we are acting for you, at any time after we have commenced work on your file and before , then we have the right to keep all of your papers unless you pay all our charges and expenses due at that time or another solicitor working for you undertakes to pay us what we are owed.

Financial Services

Sometimes litigation work involves investments. We are not authorised for providing investment advice and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you as we are regulated by the Solicitors Regulation Authority.

Client Satisfaction & Complaints

If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaints procedure here <https://firstlegalsolicitors.co.uk/complaints-policy/>. 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 service issues with lawyers.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

Money Laundering Regulations 2007 & Proceeds of Crime Act 2002

As a law firm, we are subject to Money Laundering Regulations, The Proceeds of Crime Act and the Terrorism Act and as such we are under certain duties to report suspicious circumstances to the authorities. The law requires solicitors to obtain satisfactory evidence of the identity of their clients and we may do this in a number of ways including using computer software or arranging for your identity to be checked in person. Please note that it is not our policy to make settlement cheques payable to anyone other than yourself as our client, regardless of whether you provide written authority.

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Data Protection Privacy Notice

We use the information You provide primarily for the provision of legal services to You and for related purposes including: - updating and enhancing client records; analysis to help Us manage Our practice; statutory returns and legal and regulatory compliance. Our use of that information is subject to Your instructions, 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 other professional advisers and litigation funders. You have a right of access under data protection legislation to the personal data that We hold about You. Please contact Us if You would like a copy of Our full Privacy Statement.

Confidentiality

The company who introduced your case to us may also wish to carry out regular checks to ensure that we are providing a high standard of service to you as their customer. This could mean that your file is selected for checking. All reviews are conducted in the strictest of confidence but please do advise us if you would prefer your file not to be audited. If we are acting for you under a Legal Expenses Insurance Policy, we may from time to time be required to report to your Insurer regarding developments and costs in accordance with the terms of your policy with them. We may also be required to provide case progress updates and details of your settlement onto the company who introduced you to us. Unless you indicate otherwise, we shall assume that you consent to your file being audited if selected and that you are happy for us to provide updates to your referrer.

Equality and Diversity

First Legal Solicitors Limited is committed to promoting equality and diversity in all of its dealings with Clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

Legal Costs Explained

Although we have explained to you how our fees are dealt with, we are still obliged by the rules that govern us to confirm to you what our likely charges will be. Our charges are based on the time we spend dealing with your claim, and this includes reading and working on correspondence, emails, telephone calls and any meetings with you. The complexity of your case will also affect the time spent on it. Our hourly rates are dependent on the grade of file handler. Our charging rate is £295.00 per hour.

Our charges are reviewed annually and may be increased from time to time. We will let you know if there is any change during the time that we are dealing with your claim. We will also incur disbursements which are fees that we have to pay to other parties, e.g., barrister's fees, court fees, doctors' fees etc. If you decide not to fund and insure your disbursements, either with Your Claim Verification or with your pre-existing insurance cover, we will require you to pay for your disbursements in advance. If your case is lost, you would then not recover these items of expenditure. We are required to provide you with an estimate of our total charges. Assuming you have one opponent who admits responsibility for your loss, our costs should not exceed £5-6000 plus VAT at the current rate and with disbursements totalling between £5000 - £8000 making a total estimate of no more than £14000. If legal proceedings have to be issued, or there are other major developments in your case, the costs will increase, and we will provide you with a revised estimate at that stage. It is important that any costs incurred in pursuing your claim are in proportion to the claim itself. If at the end of your claim there is any dispute with the person at fault over the amount of costs being claimed on your behalf compared to the level of compensation you received; a County Court Judge does have the power to reduce the amount of costs the party at fault has to pay. This is of course a situation we wish to avoid, and we will always advise you if we feel that the cost and risk involved in pursuing any aspect of your claim outweighs the likely outcome of the claim itself.

VAT

Under current HM Revenue & Customs Regulations, if you are a company, business or individual who is registered for VAT, you are responsible for any VAT on your legal costs. This is not recoverable from the person at fault, and we will submit to you a VAT account. Please note that VAT will also not be recovered from the person at fault in relation to repair costs, hire charges, etc. incurred by you. If, however you are not registered for VAT then it will be reclaimed from the person at fault or their insurers on your behalf.

Fees and Commissions

We do not receive any fee or commissions in respect of your claim or for any insurance product we may recommend. As a firm of solicitors, we have a professional duty to act in your best interest at all times and give you independent advice. We

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may pay an introduction fee to a business which has introduced you to us, this could be as much as £750. There is nothing in our relationship with any referrer of business that would compromise or impair our duty or our independence and You are not required to pay the introduction fee. Information disclosed by you will not be disclosed to your referrer unless you consent - please refer to the Confidentiality section of this document. If you require any further information, please contact us.

Your Papers

We operate a paperless environment, and all correspondence and documents are scanned into an electronic file upon receipt. Personal documents that you send to us will be returned to you by return post and all other paper correspondence will be destroyed once scanned. Once your claim is settled your electronic file will be archived and the record retained for a period of 7 years before being securely destroyed. If after your file is archived, you require copies of any papers we hold, a small charge may apply for retrieving the papers.

Your Right to Cancel

Under the Distance Selling Regulation, if you were first contacted by us by telephone and verbally agreed to use our service, you have a right to cancel your instructions to us within fourteen days of the date of this letter by writing to us and telling us you wish to cancel your claim.

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Advice at this stage

Our initial assessment, based on the information currently available is that your claim has reasonable prospects of recovering compensation. This assessment may change as further investigations are carried out and information is obtained. This is an on-going process and we will keep you informed and up to date of any significant events that may affect your claim. In circumstances where third parties are involved, further information may need to be requested from those parties. We do not warrant that this information is accurate, the provisions of inaccurate information may invalidate some or all of our conclusions. At this stage it is difficult to advise how long the claim will take, however if there are likely to be delays in the settlement of your case, we shall notify you of the reasons for this. Please note that should you wish to pursue your claim at any future date outside of the scope of this agreement via County Court proceedings, there are strict time limits which apply to the issuing of court proceedings. Failure to issue proceedings within these time limits could result in your claim being statute barred.

Please note that our terms contain provision which limit our liability to £3 million. We refer you to the limitation of liability set out in our Terms of Business enclosed.

We must remind you that it is possible for you to pursue your claim for compensation yourself without the assistance of solicitors or a claims management company. You also have the right to seek further advice and to shop around for other providers of legal or claims management services.

If you do not have any legal expense insurance which is suitable to pursue this claim or if the legal expense insurer will not indemnify you, we will arrange suitable alternative insurance cover for you (this is called 'After The Event' or ATE Insurance). If you win your claim you would have to pay the premium for this insurance to the underwriter. If you lose the claim the premium is insured by the policy and so you would not have to pay it. The cost of the ATE premium is £375+ IPT and provides a limit of indemnity ('LOI') of £15000. If it is not possible to settle your claim and it is necessary for Court proceedings to be issued then an additional premium of £225 + IPT will become payable. The LOI will increase to £25000 however this will be kept under constant review and if we deem it appropriate for the LOI to be increased we will contact you and discuss the available options.

Protection Privacy Notice

First Legal Solicitors Limited is the data controller (ICO registration number ZA240665) We will always respect your privacy and confidentiality and will always act in accordance with this Privacy Notice when handling all personal data. In accordance with General Data Protection Regulation (EU) 2018/279 of the European Parliament and of the Council, we will use your personal data as necessary for the provision of legal services to you (from time to time we may share data with third parties to assist in the progression of your claim, for example medical experts, barristers and other providers of professional and non-professional services).

We store your information in our practice management system and our accounting system on our secure servers based in the UK.

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CFA terms and conditions

What you need to know about this CFA

1. General Terms

If any of the following events occur, you will break the Agreement and you will be liable to pay our fees as set out at 3 and 4 below:

- (a) You fail to co-operate with us
- (b) You fail to attend any Court hearing which we reasonably request you to attend
- (c) You fail to give us necessary instructions when we ask for them and in a reasonable time
- (d) You withdraw instructions from us without our written consent.

- (e) You mislead us in any way
- (f) In the event of your death, this agreement will survive subject to your Personal Representative agreeing to continue to instruct us under the terms of this agreement.

If your Personal Representative does not provide such instruction, this agreement will be deemed terminated pursuant to sections (c) and (d) above and we may seek recovery of our basic charges and expenses up to the date of your death from your estate.

Procedure

2. What you pay if you win

If your claim is successful, you will be paid damages by your opponent. The damages are the amount of money you will receive but may be subject to a deduction of up to 25% plus VAT against Our Fees if all of Our Fees are not recovered. After your damages have been awarded, we will seek to recover our fees, which will comprise our basic costs, disbursements made on your behalf. Any success fee remains payable by you. Any ATE legal expenses insurance policy the premium for this claim must be paid by you in addition to the costs contribution.

Our Fees

3. Basic Charges

These are our charges for the legal work we do, based on the rates we charge which is £295 per hour. Letters and telephone calls are charged out on a time recorded basis at 1/10th of the hourly rate.

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4. Disbursements

These are our expenses and fees that have to be paid on your behalf, by us, to others involved in the case. For example, these may be court fees, barrister's fees, experts' fees, property report fees and official search fees.

5. Success Fee Explanation

This is a further charge that we claim for accepting the risk of our basic charges going unpaid if you lose your case. There is always an element of risk with any claim. Obviously, some claims are perceived as carrying more risks than others, despite the merits of the case. Instead of choosing only those cases that carry the least risk, we accept a range of claims and risks. The awards gained in Success Fees allow us to absorb the costs of the unsuccessful claims and allows us to continue to offer no win no fee services.

The Success Fee is claimed as a percentage of our Basic Charges, up to a maximum of 100%. However any sum you are required to pay for success fees will not exceed a sum equivalent to 25% plus VAT of any damages you receive.

6. Success Fee Claimed in this case

We claim:

- 100% In the event that your claim proceeds to a court hearing to determine any of the following:
 - (i) Liability
 - (ii) Causation
 - (iii) Quantum (Level of Damages)

Otherwise it is as follows:

- 50 % of the Basic Charges

7. Reasons for the Success Fee in this case

The figures listed above are generally accepted by the courts as reflecting the risks associated with your type of case. These risks include the following:

Our assessment of the risks of your case:

- (i) We have yet to obtain any formal witness, documentary or complete surveying evidence to determine the extent of the disrepair.
- (ii) There are inherent risks to any litigation, the extent of which are unknown in this case at the present time.
- (iii) The future risk of failing to beat a Part 36 Offer made by your opponent.
- (iv) In cases such as this the Defendant is likely to hold any documents or records relating to the maintenance and reporting of any issues in the property and these documents or

records may undermine your case.

- (v) If a case proceeds to trial both parties believe they have a strong case which could equally be found in their favour if the matter proceeds to a trial.
- (vi) The fact that, if you lose, we will not receive any contribution towards Our Fees.

You agree that, if in Court proceedings, the Success Fee becomes payable as a result of those proceedings and we, or you, are ordered to disclose to the Court or any other person the reasons for setting the level of the Success Fee as stated in this agreement, we may do so.

8. What happens if you win

- You are then liable to pay all our basic charges, disbursements and success fee.
- If you and your opponent cannot agree the amount, the Court will decide how much you can recover. If the amount agreed or allowed by the Court does not cover all our basic charges and disbursements, you pay the difference.
- If the sum due to us for our fees after payment of any contribution by your opponent exceeds 25% of any damages you have received we will waive the balance if you have kept to the terms and conditions.
- You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed to the court and any other person required by the court;
- It may happen that your opponent makes an offer that includes payment of our basic charges and a success fee. If so, unless we consent, you agree not to tell us to accept the offer unless we and you agree what percentage is to be taken as representing our fees and expenses under this agreement;
- We are allowed to keep any interest your opponent pays on Our Fees.

9. Part 36 Offers

It may be that your opponent makes a Part 36 Offer to settle your claim, which you reject and, on our written advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. In such circumstances you may be required to pay your opponent's costs and disbursements. We will ensure that you are insured against payment of these amounts by a policy of insurance and we will make a claim on your behalf.

10. What happens if you Lose

You do not have to pay any of the basic charges or success fee save to the extent that they are covered by insurance. You do have to pay:

- Your opponent's Legal charges and disbursements if you fail to beat a Part 36 offer made by them. Or if a court orders you to do so as a result of your poor conduct in the proceedings.
- Your unpaid Disbursements to the extent that they are covered by insurance;

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We will ensure that you are insured against payment of these amounts by an Insurance Policy, we will make a claim on your behalf. If you are not already insured against such risks we may, at any stage of your claim, recommend and arrange a policy of insurance against this risk to you. Where any claim we make for your disbursements under such a policy exceeds any indemnity provided, we agree to cap our claim for unpaid disbursements at a sum not exceeding the available indemnity. You will remain liable to pay any premium to the insurer in respect of such a policy, but the premium will be paid by the policy if the case is lost.

11. Other Circumstances and Ending This Agreement

We may end the Agreement if either:

- You reject our opinion about making a settlement with your opponent.

If this happens we may at our discretion obtain an opinion from an independent solicitor or barrister on the merits of the proposed settlement (this shall be at our expense).

If the independent solicitor or barrister agrees with us but you do not accept his advice, you must pay our basic charges and disbursements up to this point.

If the independent solicitor or barrister agrees with you but we do not accept his advice, you must pay our basic charges and disbursements up to that point but only if later you go on to win your claim. You must ensure that you or any other solicitor takes no action to endanger recovery of Our Fees and must include a claim for these sums as a condition to any future settlement of your claim.

- We believe that you are unlikely to win your claim but you disagree with us

If this happens you do not have to pay basic charges but you may be required to pay our disbursements if they are otherwise insured.

You may end this agreement at any time before you win or Lose Your Claim. However, should you do so, you must pay all of our Basic Charges and Disbursement at that point

12. Interim Hearings

If on the way to winning or losing you win an interim hearing, then we are entitled to payment of our basic charges and disbursements related to that hearing at that point in so far as the court orders them to be paid by your opponent. These sums are payable over and above any sums which are otherwise payable by you under this agreement.

If you win but on the way lose an interim hearing, you may be required to pay your opponent's charges of that hearing. (See 10 above)

13. Value Added Tax (VAT)

We add VAT, at the rate that applies when the work is done, to the total of the Basic Costs and Success Fee.

14. Win/Lose

Win, means your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages. 'Finally' means that your opponent:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

Lose, means the court has dismissed your claim or you have stopped it on our written advice.

15. Insurance

If you do not have suitable insurance in place to cover the risks of losing your case or if we are unable to obtain indemnity from such insurance on your behalf, we will have recommended and arranged a policy of insurance underwritten by for use with this agreement. We only recommend insurance cover provided by companies with whom we have made contractual arrangements. We do not conduct an analysis of the insurance market. We do not receive any commission, payment or other consideration from these insurers for recommending this policy. The name and contact details for the insurer will be set out in the schedule attached to the policy document. The policy can be cancelled without charge within the first 14 days from inception, details of how to cancel the policy will be contained within the policy document.

This policy will cover your risk of having to pay your disbursements and your opponent's costs if you lose your claim. The policy also insures the premium itself if your claim is lost.

The premium for this policy is £375 + IPT (insurance premium tax) at the applicable rate, which provides cover up to £15,000.

If it is not possible to settle your claim and there is a need for court proceedings to be issued, then an additional premium of £225 + IPT will be payable. The cover provided under the policy will be increased to £25,000.

Once Court Proceedings have been issued and your opponent files a defence, depending on the value or complexity of your claim, the court may order you and your opponent to provide details of legal costs and disbursements already incurred and an estimate of future costs and disbursements necessary to bring your claim to trial.

If at that stage it becomes apparent that £25,000 insurance cover is insufficient to cover you if you lose your claim, you can take out a 'top up' policy with the same insurer. The premium for this will be assessed taking into account the stage the claim has reached what further evidence is required and what level of cover is required.

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If you decide not to insure your disbursements, either with an insurer introduced by us or with your pre – existing insurance cover, we will require you to pay for your disbursements in advance. If your case is lost, you would then not recover these items of expenditure.

This agreement complies with the requirements of the Access to Justice Act 1999, section 58 of the Courts and Legal Services Act 1990 (as amended) and the Solicitors Code of Conduct 2011.

16. Disputing Our Charges

In the event that you are not satisfied with the amount of our charges in relation to a contentious matter conducted on your behalf, there are provisions in sections 70, 71 and 72 of the Solicitors Act 1974 which may give you the right to have our charges checked by an Officer of the Court. You can also in the first instance make a formal complaint to our Complaints Officer, please see our introductory letter for details.

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