

Non-Contentious Business Agreement

This Non-Contentious Business Agreement (“Agreement”) is intended to create a contract enforceable at law. It is for the provision of legal services. Those services will be provided under the terms below. The time for delivery of those services will be from the date of this Agreement until this Agreement ends.

The General Terms and Conditions for the Supply of Legal Services by Elmwood Law Limited are attached to this Agreement. (“the Terms of Engagement”) and are incorporated into and apply to this Agreement, save as amended by the terms of this Agreement, and save where inconsistent with the terms of this Agreement in which event the terms of this Agreement shall prevail.

Before you sign, please read everything carefully.

This agreement is a Non-Contentious Business Agreement within the meaning of section 57 of the Solicitors Act 1974.

This **Agreement** is dated [*insert date*]

Parties

- (i) **Elmwood Law Limited of 14-16 Stanley Street, Liverpool L1 6AF (“the solicitor”, “Elmwood Law”)**
- (ii) **[Client name] of [Client address] (“the Client”)**

Definitions

In this agreement the following words and expressions carry the following meanings. Please also read the Definition Section at the end of this Agreement.

- **“defendant”** – the party against whom the solicitor is instructed to pursue the Claim i.e the Bank/Building Society/Finance Provider that provided the car finance (PCP/HP).

- “**you**” - the person/persons entering into this agreement who have instructed the solicitors to provide legal services
- “**we**” “**us**” “**our**”- the solicitors; the firm providing legal services to which the Agreement applies, namely Elmwood Law
- “**contract**”, “**Agreement**”- **Agreement**

This Agreement shall apply to work undertaken by us prior to the date of signature to the extent permitted by law.

1. What does this agreement cover?

Your Claim against the defendant for damages or other relief as the result of the entry into a PCP/HP car finance agreement, including (but not limited to)

- Reviewing your car finance agreement (PCP/HP) and associated documentation;
- Obtaining documentation and commission disclosure from the lender or broker;
- Submitting and progressing a formal complaint to your lender;
- Preparing detailed written representations and loss calculations;
- Negotiating with the lender to secure compensation;
- Representing you before the Financial Ombudsman Service (FOS);
- Representing you in any FCA-authorized consumer redress scheme;

What is not covered by this Agreement:

This Agreement does not cover:

- Any review, reconsideration, or escalation process initiated by the defendant beyond the initial complaint or redress determination;
- The issue or conduct of any proceedings before a court or tribunal and work following the issue of proceedings. If court or tribunal proceedings are required, a separate written agreement will be necessary.”

2. No Win, No Fee

This Agreement provides for the remuneration of Elmwood Law by a percentage of the Specified Financial Benefit, that percentage being “the Percentage Fee”. The resultant fee is “the Agreed Percentage Fee”.

If and only if the Claim is Won, the Agreed Percentage Fee will be payable by you as a debt in addition to any Disbursements. Disbursements are payments we make on your behalf to others involved in the case. We will notify you of disbursements incurred as we go along.

We will deliver an invoice (which shall comprise a statutory bill for the purposes of the Solicitors Act 1974) to you in respect of the Agreed Percentage Fee and Disbursements. The invoice will set out a description of the work done by us and the computation of the Agreed Percentage Fee and identify the relevant VAT (if applicable).

Upon delivery of that invoice, the Agreed Percentage Fee shall be payable upon Recovery of the Specified Financial Benefit.

You irrevocably authorise us, following delivery of the invoice, to deduct the Agreed Percentage Fee and any Disbursements from monies Recovered on your behalf. Alternatively, where deduction is not made, you agree to pay the invoice within 7 days of Recovery.

The account between us shall be treated as settled upon delivery of the invoice and payment of the Agreed Percentage Fee without demur, subject always to your statutory rights to apply for assessment under the Solicitors Act 1974.

If the Claim is not Won, nothing will be payable.

The Percentage Fee

If and only if the Claim is Won, the Client shall pay to the Solicitor the Agreed Percentage Fee subject to the Capped Fee, calculated as follows:

Band	Specified Financial Benefit Recovered	Percentage Fee (incl. VAT)	Capped Fee (incl. VAT)
1	£1–£1,499	36%	£504
2	£1,500–£9,999	33.6%	£3,000
3	£10,000–£24,999	30%	£6,000
4	£25,000–£49,999	24%	£9,000
5	£50,000 or more	18%	£12,000

The Percentage Fee shall be calculated by reference to the total Specified Financial Benefit Recovered.

No Agreed Percentage Fee is due unless and until a Specified Financial Benefit is Recovered.

For the avoidance of doubt, the Percentage Fee and Capped Fee are inclusive of VAT regardless of whether you are or are not able to reclaim that VAT as input tax.

Example Agreed Percentage Fee: You Recover a Specified Financial Benefit in the sum of £2,500.00 – the Agreed Percentage Fee to us would be £840 (£2,500 x 33.6%) leaving you with £1,660 (on the assumption that no Disbursements have been incurred).

The reason for setting the amount of the Percentage Fee at the level agreed

The amount of the Percentage Fee is based on the fact that if the Claim is not Won, we will be paid nothing.

The Percentage Fee set out in the sliding scale reflects a commercially reasonable return for the work undertaken on a contingent, credit-funded basis. The solicitor assumes risk of receiving no payment in the event that the claim is not Won.

The Percentage Fee has been structured to remain proportionate to the outcome achieved and to ensure that the fee remains fair and predictable regardless of the level of Recovery. It

is intended to represent an appropriate balance between risk assumed by the solicitor and the benefit secured for the Client. Specifically, the risks include:

- The risk profile of motor finance claims
- The volume model adopted by the solicitors
- Regulatory uncertainty (FCA scheme)
- The fact that there is no guaranteed recovery route

You acknowledge and accept that the Agreed Percentage Fee is payable notwithstanding the fact that it is not recoverable from the defendant (or anyone else).

3. Assignment of Right to Receive Agreed Percentage Fee

The Client acknowledges that the solicitor may assign, charge or otherwise transfer its right to receive the Agreed Percentage Fee and any Disbursements payable under this Agreement to a third party (including a litigation funder or finance provider) (“the Assignee”).

Any such assignment shall relate solely to the solicitor’s right to receive payment and shall not:

- (a) affect the conduct of your Claim;
- (b) affect the solicitor’s professional obligations to you;
- (c) affect your rights under the Solicitors Act 1974 or any other applicable law; or
- (d) create any contractual or fiduciary relationship between you and the assignee.

The solicitor may disclose to the Assignee such information as is reasonably necessary to give effect to the assignment, subject always to its professional duties of confidentiality and its obligations under data protection legislation, the SRA Code of Conduct and the UK GDPR.

Notice of Assignment

The Client is hereby given notice that the solicitor will assign its rights to receive the Agreed Percentage Fee and any Disbursements due under this Agreement to a third-party funder.

The Client acknowledges that the identity of the funder is confidential and commercially sensitive; however, the solicitor confirms that:

- (a) the assignment will not affect the Client's rights, obligations, or the solicitor's duties owed to the Client
- (b) no information identifying the Client or details of the Client's case will be disclosed to the funder other than as strictly necessary to facilitate the assignment and in accordance with the solicitor's professional obligations; and
- (c) the solicitor will remain responsible for all work carried out under this Agreement and for compliance with its professional duties to the Client, irrespective of the assignment.

This Agreement constitutes full and sufficient notice of such assignment for all legal and regulatory purposes.

The solicitor shall provide you with notice of any assignment via email. Following such notice, payment of the Agreed Percentage Fee to the solicitor or to the Assignee in accordance with that notice shall constitute full discharge of your liability in respect of that sum.

The solicitor shall remain solely responsible for all work carried out under this Agreement and for compliance with its professional and regulatory duties, irrespective of any assignment.

4. Termination

(a) Client's Right to Terminate

You may terminate this Agreement at any time by written notice.

(b) Solicitor's Right to Terminate

The solicitor may terminate this Agreement by written notice where there is good reason to do so, including (without limitation):

- (i) failure to comply with your responsibilities;

- (ii) failure to provide instructions, information or cooperation reasonably required for the conduct of the Claim;
- (iii) dishonesty, misrepresentation or provision of misleading information;
- (iv) conduct which makes it professionally improper or impracticable for the Solicitor to continue acting; or
- (v) circumstances in which the Solicitor is required to cease acting in accordance with its professional or regulatory obligations.

(c) *Termination Before the Claim is Won*

If this Agreement is terminated before the Claim is Won:

- (i) no Agreed Percentage Fee shall be payable;
- (ii) the solicitor shall be entitled, as a consequence of termination, to recover reasonable remuneration for work properly undertaken up to the date of termination, together with any Disbursements properly incurred and VAT where applicable.

Such remuneration shall:

- (iii) be calculated by reference to the hourly rates set out at Schedule 1 to this Agreement and in accordance with its terms;
- (iv) reflect only work actually undertaken;
- (v) be itemised in a written statement provided to you prior to any demand for payment; and
- (vi) not exceed the Agreed Percentage Fee that would have been payable had the Claim been Won (inc. VAT).

(d) *Termination After the Claim is Won*

If this Agreement is terminated after the Claim is Won but before payment of the Agreed Percentage Fee, the Agreed Percentage Fee shall remain payable in accordance with this Agreement.

(e) Duplicate Representation

Where termination arises because you have inadvertently instructed more than one representative, or where adequate due diligence was not carried out at the outset, the solicitors will not seek to enforce a termination charge unless it is fair and reasonable to do so having regard to the work actually undertaken.

(f) Notice of Calculation

Before any termination fee becomes payable, the solicitor shall provide you with a written breakdown of the work undertaken and the calculation of the amount claimed. You shall have 14 days to raise any queries in relation to that calculation.

Any termination charge shall be fair and reasonable, reflect the work done, and comply with the solicitor's obligations under the SRA Standards and Regulations and applicable consumer protection legislation.

5. Funder Protection Bond

In connection with the funding of certain claims, the solicitor, as principal, may obtain a bond or insurance instrument (the "Bond") from a third-party insurer.

The Bond is obtained for the sole benefit of the third-party funder or lender who provides funding in relation to claims of this type. The purpose of the Bond is to protect the funder in the event that a Claim is unsuccessful.

The Bond does not insure you, does not provide protection against adverse costs, and does not give you any right to payment or benefit under its terms.

There are no financial consequences for you arising from the Bond. You will not be responsible for paying any premium or other costs associated with it, and no deduction will be made from any redress or compensation you recover in connection with your Claim.

The existence or non-existence of any Bond in relation to your Claim does not affect your rights or obligations under this Agreement, nor does it affect the solicitor's professional duties to you.

The Bond does not affect the calculation of the Agreed Percentage Fee.

6. Important Information

(a) Consumer provisions

The following provisions are included for the purposes of complying with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 [the Regulations”]:

Our identity and geographical address are as set out on the first page of the body of this agreement. This is, 14-16 Staney Street, Liverpool, L1 6AF. The contact telephone number is 0151 316 0490. The contact email address is customercare@elmwoodlaw.com

The services we intend to provide are legal services.

The manner in which the price is to be calculated is as set out above.

The arrangements for payment are set out above and in the accompanying documents.

The agreement is of an indeterminate duration and consequently it is not possible to set out the exact time by which the services will be fully performed. The time will exceed 30 days. Any bespoke case plan given to the client by us may be a more accurate guide and to that extent that information is incorporated into this agreement. The conditions concerning termination of the contract are set out above.

All complaints should be addressed to Client Care Manager, Elmwood Law, 14-16 Stanley Street, Liverpool, L1 6AF.

Whilst we hope that you will not have need to use it, the solicitors operate a complaint handling policy as required by the Solicitor's Regulation Authority. The Customer Care Manager is Luke Wilson-Jones, luke.j@elmwoodlaw.com

You agree to services starting within what otherwise would have been that cancellation period.

Additionally, if the agreement was not concluded on our premises and as such is an off premises contract or a distance contract as defined by the Regulations, the following provisions are included in addition to those set out above.

We agree that there are no applicable billing periods during the currency of the agreement and that, if any payment is due from you under the terms of this agreement, that such payment will only be requested at the conclusion of the agreement.

The Solicitors Regulation Authority regulates the solicitor and the provisions of the SRA Code of Conduct apply (and in force from time to time). Copies of this can be accessed via the SRA website at <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>

You must comply with the responsibilities set out above for the entire duration of this agreement.

This agreement will be deemed to be compliant with Regulations 10, 13 and 14 of the Regulations, and in particular, you will be entitled to cancel the contract within the Cancellation Period. The Cancellation Period is fourteen days beginning with the day on which this Agreement was made; you may cancel this Agreement any time within the Cancellation Period (see Notice of the Right to Cancel).

In this regard, Regulations 10, 13 and 14 are (with the necessary changes) incorporated within this Agreement as if they had been set out herein in its entirety. The Notice of Right to Cancel is part of this agreement and is attached hereto.

Our professional indemnity insurers are Bridgehaven Speciality UK Ltd. The level of cover we have is £3,000,000.00 Our cover applies worldwide.

(b) Our & Your responsibilities

Our responsibilities

- We must always act in your best interests, subject to our professional and regulatory duties.
- We must explain to you the risks and benefits of taking legal action.
- We must give you our best advice about whether to accept any offer of settlement.

- We must give you the best information possible about the likely costs of your claim.

Your responsibilities

You must:

- provide adequate and accurate information to allow us to do our work properly
- not ask us to work in an improper or unreasonable way
- not deliberately mislead us
- co-operate with us, primarily by means of regular contact where required

(c) Other points

- You fully understand that the Financial Ombudsman Service offers free support and you can make a complaint yourself, without the involvement of the solicitor.
- You have a 14-day cooling off period which starts from the date you sign/e-sign the Letter of Authority during which you can cancel your contract without charge. Please see the Notice of the Right to Cancel attached
- If after the 14 days cooling off period you terminate your Agreement before the Claim is Won, the termination provisions at clause 4 shall apply.
- By signing this agreement, you are authorising Elmwood Law to carry soft credit searches on your behalf by using your personal data in order to acquire required information (previous names, addresses, financial status, account numbers and agreement start dates) and data relating to historical finance accounts you may have held. You agree to the [Elmwood Law](#) privacy policy and authorise them to conduct soft credit searches on your behalf. These checks are carried out on our behalf by our service provider, Checkboard Limited. In order to perform this assessment, Checkboard Limited will obtain an Electronic Credit Report from credit reference agencies, including Equifax and CRAIN. The information contained in that report will be shared with us for eligibility assessment purposes. Elmwood Law may also use an alternative service partner, Valid8 IP Ltd, with no impact on your credit score. You also agree to Valid8 IP's [privacy policy](#).

- We will verify your identity using a soft-search credit check, a photo ID check and/or an anti-money laundering service. Details of which will be shared with our associates, sub-contractors and legal partners.
- You understand and accept that if your finance agreement is still live the lender will normally give you the option to reduce the amount you owe or hand the vehicle back and receive a refund. In the event the lender offers you this option you must not agree to this form of settlement without our explicit consent.
- You provide us with authority to investigate all accounts with your providers (lenders) and you provide us with permission to receive and pass on your information including your personal data in this matter.
- You have the right to explore further advice and compare different firms.
- By signing this Agreement, you confirm that you have never been declared insolvent either by way of an IVA, Bankruptcy, Debt Relief Order (DRO) or a Trust Deed.
- By signing this agreement, you confirm you are not currently in a Debt Management Plan or arrears with the defendant (lender) we are looking into on your behalf.
- You give permission for us to share your information including your personal data with our associates, sub-contractors and any replacement provider for claims management purposes.
- Subject to applicable data protection law and your statutory rights, we are entitled to exercise a Lien over documents and materials belonging to you to secure payment of sums properly due to us.
- We will not unreasonably withhold documents necessary to protect your position in your Claim, and we will act in accordance with our professional and regulatory obligations when considering whether to exercise any Lien.
- We retain all intellectual property rights in any advice, documents, pleadings, or other materials prepared by us. You are granted a non-exclusive licence to use such materials for the purposes of your claim only.

7. Acceptance of terms

- To be effective (and unless the court orders otherwise), any variation of or supplement to this agreement must be made in writing (but need not be contained in this document).
- By signing this agreement you acknowledge you have given us permission to communicate with you by email in all matters.
- By signing in the box below **you**, explicitly consent to be bound to the terms and conditions of this Agreement. The date on which this document is signed will represent the first day of the contractual period
- By signing this agreement you agree that Elmwood Law may contact you by any means deemed appropriate including: mail, email, telephone, SMS and Whatsapp.

<p>Solicitor</p> <hr/> <p>{{SIGNED_A}}</p>	<p>Client Signature:</p> <div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> X </div> <hr/> <p>{{EMAIL}} ({{SIGNED_AT}})</p>
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Definition Section

8.1 AGREEMENT

Shall mean this document, and where appropriate, the general contract of retainer governed by this document.

8.2 CLAIM

Shall mean your Claim against the Defendant for damages or other relief, including its investigation, preparation and pursuit through complaint procedures, regulatory redress schemes, negotiated settlement or referral to the Financial Ombudsman Service, but not by the issue of court proceedings, such conduct being expressly excluded from this Agreement.

8.3 CONCLUDED

Shall mean that the Claim has been Won or lost and that:

(a) where Won, you have Recovered a Specified Financial Benefit;

(b) where lost, the complaint or referral has been rejected and no further review, reconsideration or referral is available or pursued within the applicable time limits; or

(c) the Claim has otherwise reached a final outcome which is not subject to further complaint, review or referral.

or

The Claim has finished some other way which can properly be said to be final.

8.4 AGREED PERCENTAGE FEE

Means that part of the Specified Financial Benefit that you agree to pay us under this Agreement. The Agreed Percentage Fee cannot be more than and is subject to the Capped Fee.

8.5 PERCENTAGE FEE

Means that percentage figure that is applied to the Specified Financial Benefit to calculate the amount of the Agreed Percentage Fee.

8.6 DISBURSEMENTS

Payments we make on your behalf such as (but not limited to):

- Counsel's Fees
- Regulatory filing fees;
- Expert or specialist report fees;
- Document retrieval fees;
- Copying and administration charges;
- Travel expenses (where applicable).

8.7. LIEN

The solicitors' 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.

8.8 RECOVERED

In the case of monies, means when and to the extent that they are actually paid to the Client or applied for the Client's benefit by way of credit, set-off or reduction of liability.

8.9 RECOVERY

includes payment, credit, set-off, discharge, reduction or satisfaction in money or money's worth.

8.10 SPECIFIED FINANCIAL BENEFIT

means any monetary sum quantified and Recovered by or credited to the Client in connection with the Case, including:

- (a) refund;
- (b) redress;
- (c) compensation;
- (d) statutory interest;
- (e) reduction or discharge of arrears or outstanding balance;
- (f) sums awarded under any regulatory consumer redress scheme.

8.11 WIN, WINS, WON, ETC

Unless a different definition has been agreed between the counterparties, a Win will mean that the Claim is Concluded in your favour in the sense that you have Recovered a Specified Financial Benefit. A compromise that achieves that end will amount to a Win.

Save where the contrary is obvious from the context, “Won” means “Won and Concluded”.

Schedule 1 – Hourly Rates (applicable only in the event of termination under clause 4)

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. There will be no charge for short incoming letters, but longer incoming letters will be charged on a time basis.

The hourly rates are as follows:

Grade of Fee Earner	Hourly Rate (excluding VAT)
A Solicitors and legal executives with over 8 years’ experience	£295.00
B Solicitors and legal executives with over 4 years’ experience	£247.00
C Other solicitors and legal executives and fee earners of equivalent experience	£201.00
D Trainee solicitors, paralegals and other fee earners.	£142.00

If the above table is blank, then (unless the court finds otherwise) the guideline rates published by or in respect of Liverpool will apply.

The rates set out above may change from time to time, as per recorded in the body of this agreement. Where this is the case we will notify you in advance of the same.

Notice Of Right To Cancel

You have a right to cancel this agreement within fourteen days of the Agreement Date. You can do so without having to give any reason at all.

The Cancellation Period will expire fourteen days from the day this agreement was made with you. For the avoidance of doubt, that is the day you signed the agreement.

To exercise that right, you **must** inform us **Elmwood Law** of your decision to cancel this Agreement by a clear, written statement.

You may use the attached model cancellation form; whilst this is the easiest way, it is not obligatory. A dated letter or email to the above address setting out your clear decision to cancel will also suffice. To meet the cancellation deadline, your chosen form of communication **must** be **sent** before the Cancellation Period has expired.

Effects of Cancellation

If you exercise your right to cancel, we will not undertake any legal services on your behalf and you will not incur any liability for any charges.

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1.1

Cancellation Form

This notice is only to be returned if you do not wish for us to continue to act for you in respect of your Claim.

To **Elmwood Law**,

I,, hereby give notice that I wish to cancel my Agreement dated for the provision of legal services.

Signed

Print Name

Address

Date

Solicitor's Reference Number :

