

Law Room Solicitors – Conditional Fee Agreement for Jaguar Land Rover DPF Claims

This agreement is a binding legal contract between you and your solicitors. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Schedules and the Law Society Conditions.

Between

We, LAW ROOM SOLICITORS LTD, the solicitors

and

You, the client

What is covered by this agreement?

1. Your claim for damages against Jaguar Land Rover relating to Defective DPF Devices

Any application for pre-action or non-party disclosure.

Any appeal by your opponent.

Any appeal you make against an interim order or an assessment of costs.

Any proceedings you take to enforce a judgment, order or agreement.

Negotiations about and/or a court assessment of the costs of this claim.

What is not covered by this agreement

Any counterclaim against you¹.

Any appeal you make against the final judgment or order.

Paying us if you win

If you win your claim, the defendant may be required to pay our basic charges if your claim comes under the multi track costs regime and not the small claims track. If this is the case we should recover our basic charges which are charged at an hourly rate of £495 plus VAT per hour from the defendant. Please note our success fee which is payable by you on our basic charges is 100% of basic charges but we limit this to 40% plus VAT of any monies recovered as part of your damages based agreement with us.

You will only ever be required to pay us 40% plus vat of the total amount of damages which we recover successfully on your behalf. By way of example, if we recover £3,000, you will only be required to contribute £1200 plus VAT to us for our legal services in recovering damages on your behalf, whether or not the claim is settled under the small claims or multi track regime.

What do I pay if I lose?

If you lose, you do not pay anything.

The Agreed Fee

The fee you pay only on successful completion of your claim is 40% plus VAT which includes any fee for insurance required to progress the claim.

Ending this agreement

You have a right to cancel this agreement and if you do so within the 14-day time limit, you will pay nothing. Otherwise if you end this agreement before you win or lose, you pay our basic charges and expenses and disbursements. We may end this agreement before you win or lose, with the consequences set out in the

¹ A counterclaim arises where the Defendant makes a claim against you for damages arising from your actions.

Law Society Conditions.

Insurance

It is a requirement of this agreement for Clients to disclose any legal expenses insurance provision that they hold at the outset of the claim. This is to ensure that Clients will not be required to meet any costs or disbursements as the claim progresses. In the event that no current insurance policy is in place, we will ensure that relevant provision is put in place to protect your interests and we utilise and ATE company (IGNITE INSURANCE). This will ensure that any costs associated with disbursements are met in the event of an unsuccessful claim. If you win the claim this will be deducted from the settlement monies. As discussed, the policy is necessary to ensure that if the case was lost, the insurer would pay the disbursements we incur on your behalf such as court issue fees or otherwise. This fee is paid from the 40% plus VAT.

Identification

We are required to ensure that we hold identification documentation for you. This is to ensure compliance with the Solicitors Code of Conduct and the relevant Money Laundering Regulations. We will require a copy of an identity document, such as a Passport or Driving Licence, and a document that confirms your place of residence, such as a utility bill. Please note the provision of the V5 document will count as one form of I.D.

Other points

Definitions of words used in this CFA/Damages Based Agreement are explained in the Law Society Conditions.

You have confirmed orally to us and now in writing that had you known the vehicle contained a defeat device designed to cheat emissions, that you would not have purchased the vehicle.

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

The steering committee of solicitors may incur unrecoverable costs from the defendant. In the event that the steering committee are unable to recover an element of their fees, they may look to engage clients into an agreement for recovery of them. This is separate from any agreement with Law Room Solicitors Ltd although we will of course provide legal advice in this event.

Signatures

I confirm that I have received the required information in regards to: -

- I. Client care provisions
- II. The No Win No Fee Agreement.
- III. The relevant CFA Terms and Conditions,
- IV. The Cancellation Notice
- V. Legal Expenses Insurance

I confirm that I understand this documentation and that I am both happy to continue on the basis outlined.

Signed by the client:

Print Name

Dated:

Signed by the Solicitor²:

³ Note: We are not bound to act on a conditional fee basis until both you and we have signed this agreement.