

IP address:

Date:



Cardinal House - 7th Floor
20 St Mary's Parsonage
Parsonage Gardens
Central Manchester, M3 2LY

T : +44 (0)844 478 1999
F : +44 (0)844 478 1998
www.veritassolicitors.co.uk

Email:

Dear

Re: Your housing disrepair claim

Thank you for your instructions in relation to the disrepair problems you are experiencing at your home as a result of your landlord's failure to carry out the necessary remedial works of repair.

Please note your claim will be dealt with by a designated fee earner who is experienced in housing disrepair, the details of which will be supplied to you post allocation of your claim. Your claim will be supervised by a team leader of the delegated fee earner, who details will be supplied in due course, alongside that of the fee earner.

Your Claim

We confirm that Veritas Solicitors is regulated by the Solicitors Regulations Authority, and we will always act in your best interest.

Also, we confirm we do not pay any referral fees for the introduction of any cases. However, we may partake in either a marketing campaign to marketing companies or claims management companies with whom we agree a marketing budget that we pay them for which they would carry out marketing on our behalf or pay recommendation fees to similar entities which result in the production of cases. Both methods result in obtaining cases from them and rest assured both are compliant with rules and regulations under which we are governed. Should you require further details on our onboarding processes, please contact our offices and one of our staff would be happy to explain how we acquired your case in more detail.

We will act independently for you without being compromised on integrity. We must keep affairs of clients and former clients confidential except where disclosure is required or permitted by law. If you are happy for us to discuss and disclose confidential information regarding your matter to a third party, then kindly provide an authority to do so. We can confirm that even where you have granted us authority to discuss your claim with a third party, we will only ever contact you and will only discuss your claim with them where the relevant party may have advised us that you have reached out to them to find out the progress of your claim.

From the limited information you have supplied it would appear you have reasonable prospects of success in pursuing your claim to have the necessary works of repair carried out and to recover compensation. However please note that this assessment of the prospects of success may change once we have obtained the report of an Independent Chartered Surveyor on the causes and effects of the alleged disrepair at your home. Our role in acting for you is to carry out investigations and to value your claim with a view to ultimately obtaining compensation on your behalf. Our professional practice rules dictate we must inform you of a number of matters concerning this claim and how we intend to deal with it on your behalf. We appreciate that this correspondence is comprehensive, but it is important that you thoroughly read it and understand its contents.

By law, you only have 6 years from the date of knowledge of the disrepair (or 3 years when personal injury is alleged) with which to bring your claim. This means, either the claim must be resolved, or Court proceedings are issued, prior to the expiration of any limitation period. Consequently, it is extremely important that you swiftly respond to our correspondence and remain in contact, which includes advising us of any contact that you receive from your landlord or its representatives.

There are two main types of compensation you may claim

- (a) General damages: Compensation for trouble and inconvenience you have experienced as a result of disrepair at your property, due to your landlord's failure to carry out the repairs within a reasonable timescale.
- (b) Special damages. This will include out-of-pocket expenses you have incurred as a result of the disrepair. Examples include redecoration costs, excessive heating bills and damage to your personal belongings. We remind you to keep a note of such expenses and retain any original receipts.

In certain circumstances, if it can be shown that the condition of the property has adversely affected your health, and it is confirmed by an independent medical expert, you may also be able to include a claim for damages for personal injury.

Special Needs

If you have any special needs, of any kind, but especially in respect of communicating with us, then please tell us at once. Such special needs may include hearing difficulties, visual impairment, some other physical disability, learning difficulties, language barriers or other cross-cultural issues. Once we know about the issue, we can work together to overcome any anticipated difficulty. If there is ever anything that you do not understand, then please contact the file handler and we will endeavour to assist.

Our Charges and Funding Options

It is important you understand your responsibilities for the landlord and our costs. A person who succeeds in pursuing a claim is responsible for his/her own legal costs and must recover them from the other party, at the conclusion of the case. If you lose your case, you are responsible not only for their own costs but also for the other side's legal costs. The paragraphs below explain how we intend to ensure that you are not exposed to such cost risks.

It is now generally very difficult/not possible to obtain Legal Aid for damages for housing disrepair claims. However, there are several other alternatives that may be open to you in terms of funding your claim. You may have a legal expenses insurance policy attached to your vehicle or home contents insurance policy. You may be a member of a Trade Union or other organisation who assists their members in funding litigation. Please advise us immediately should you or your spouse or partner have a credit card, household, or motor policy, or are members of a union or similar organisation since this may include an entitlement to legal expenses insurance.

We confirm that we will conduct your claim on a “no win, no fee” basis supported by a policy of insurance to cover your disbursements, such as surveyors report fees, engineer report fees, barrister fees and Court fees, which must inevitably be incurred from time to time to progress your case.

Typical disbursement fees incurred to progress your case can range between £500 to £2,000 each. In the event of you winning the case, such sums for disbursements would be paid for by the other party or their insurers excluding the “after the event” legal expenses insurance policy premiums, if applicable, which is not recoverable from the other party.

If you lose your case, the policy insurance should reimburse the disbursements incurred including “after the event” legal expense insurance premium. This is conditional upon your consistent co-operation and provision of accurate instructions. If subsequently it is established you have pursued a fraudulent claim or provided materially inconsistent instructions then you will not have any protection under legal expenses insurance (“before the event” for example pre-existing motor, house contents, credit card policies or “after the event” policy) and will personally be responsible for your own and the opponents’ legal costs, which may be quite substantial.

If applicable, the success fee, namely the percentage uplift that we add to your bill if you are successful in bringing your claim for housing disrepair and associated losses, is not recoverable from your opponent even if your claim is successful. The success fee, if applicable, is payable by you. We shall charge you a success fee, if applicable, of 100% of our basic charges where the claim concludes at trial, or up to 25% if your claim relates to a housing disrepair matter.

There is a maximum limit on the amount of success fee which we can recover from you. That maximum limit is 25% of the total amount of any: i) general damages for distress, inconvenience, and loss of quiet enjoyment of your property, and ii) damages for pecuniary loss (financial losses element of your compensation), other than future pecuniary loss, which are awarded to you in the proceedings covered by this agreement. The maximum limit is inclusive of any VAT which is chargeable.

The maximum limit includes any success fee payable to a barrister who has a Conditional Fee Agreement (“CFA”) with us. However, this maximum limit applies only to a success fee for proceedings at first instance and not to a success fee on other proceedings (such as, for example, an appeal against a final judgement or order).

This firm is not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, it is included on the register maintained by the Financial Conduct Authority so that this firm can carry on insurance mediation activity. This part of the business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The financial services register can be accessed via the website at www.fsa.gov.uk/register.

We have considered a variety of the insurance policies available to cover your liability for the legal costs of the other party, and although we are not acting as an insurance broker, we believe that a policy with Financial & Legal is one which is appropriate for your requirements in that it is reasonable in cost and provides adequate cover against your opponent’s costs, including disbursements, should your claim be unsuccessful.

The cost of the insurance policy will be £448.00 (inclusive of IPT) however, you do not need to pay this at this stage as it is on a deferred credit basis and will be settled at the conclusion of the claim. The cost will be collected from your compensation/damages, if awarded.

Authority to Deduct Monies

By agreeing to these terms and conditions, you authorise Veritas Solicitors to deduct, if applicable, from your compensation monies recovered from your opponents the following:

1. Success Fee - Up to 25 %; and
2. After the Event Insurance Policy Gross Premium of £448.00 inclusive of IPT:
 - Net Premium £400.00 exclusive of IPT; and
 - IPT £48.00

Fees can increase in accordance with inflation. We will let you have further information if inflation causes our fees to increase. If your claim is unsuccessful the policy itself covers the cost of the policy, meaning that you do not pay for its fee.

We will bear the cost of running the action along with ongoing disbursements such as obtaining a surveyor’s report, medical records, medical reports and obtaining the Financial & Legal policy. The normal position is that if your claim succeeds your landlord will pay your compensation and will pay our costs. Therefore, there is no charge to you if your claim succeeds apart from the success fee of 25% of damages and the insurance premium if applicable of **£448.00**.

Upon receiving an offer of settlement from your landlord, when advising you of the offer, we may choose to inform you of the ‘**net**’ sum you would receive after the agreed deductions. This is for your convenience so that you are entirely clear on the sum you would receive. If at any point, you would prefer to have a detailed breakdown including the gross offer then please advise us by contacting your designated file handler.

Costs

Although we will be claiming our costs from your opponent, we are obliged to inform you how our fees are calculated.

If your claim settled without the need of issuing Court Proceedings, in any claim worth over £1,000 in respect of the housing disrepair, we will be entitled to receive standard costs.

We will be entitled to charge an hourly rate for the work carried out on your file and the hourly rate will be that which is prescribed by the local County Court as follows:

- | | |
|-------------|------------------|
| a) Grade A: | £261.00 per hour |
| b) Grade B: | £218.00 per hour |
| c) Grade C: | £178.00 per hour |
| d) Grade D: | £126.00 per hour |

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We will also recover most disbursements such as the cost of obtaining a surveyor's report, medical report and an insurance policy.

If your claim is successfully completed in your favour, then we will look to your opponent to pay your basic charges and disbursements. This excludes the success fee and the after the event legal expenses insurance premium which are not recoverable from your opponents.

Please find attached a Conditional Fee Agreement, which we require you to sign where indicated and return the same to us in the pre-paid envelope provided.

We will make arrangements for the funding of your disbursements in this matter, as appropriate. Disbursements are any monies owed or paid as a result of progressing your case, for example: Medical fees, Surveyors Fees, Barristers Fees, Court Fees etc. On average cases, these range between £500.00 and £1600.00. If you win your case, these sums will be paid by your opponents, **excluding the After the Event Insurance policy premium, which will not be paid by your opponents.** If you lose your case, the insurance policy should reimburse the disbursements incurred, including the after-the-event insurance policy gross premium, if applicable. Please note that this recovery is subject to you cooperating with us in the progression of your claim and providing accurate instructions. **If it later transpires that you have attempted to pursue a fraudulent claim, then you will not have any protection under your any form of insurance and be personally responsible for our costs and your opponent's costs.**

If you are successful in bringing a claim against your opponents, you may recover your costs, disbursements, excluding the success fee, and any after the event insurance policy premium, as explained in more detail above.

If you are unsuccessful in bringing a claim against your opponents, generally you are not responsible for their legal costs and disbursements. However, you will continue to remain responsible for your own disbursements, but these may be recoverable from the legal expenses insurance policy covering your matter.

In certain circumstances when court proceedings have been issued, the presiding judge may find that you had no reasonable grounds in pursuing your matter or that you were dishonest in bringing your matter. If this is found, then you may be held personally responsible for payment of your opponent's reasonable legal costs and disbursements, as well as, responsible for your own legal costs and disbursements.

Based on the information provided to us by you and on assessment of your case, we believe your case is suitable for 'after the event' insurance policy namely with Financial and Legal Insurance as recommended to us by the broker we employ. This insurance provides an indemnity limit of £25,000.00, which is sufficient to cover the costs of your opponent's legal costs and disbursements and cover your own disbursement, unless there is a finding of fraud or dishonesty on your part.

The cost of this policy gross premium is in the sum of £400.00 (+ insurance premium tax at 12%) for housing disrepair claims. This sum is deferred and therefore you will be required to pay it if you are successful, at the conclusion of your claim. As we are unable to recover this premium from your opponents, regardless of whether you are successful, you will be bound by these terms and conditions to instruct and authorise us to deduct the full insurance policy premium from any compensation you will recover and forward this to the insurance provider, to discharge your liability to them. However, if you are not successful, we will not require payment from you.

Your Responsibilities

We would briefly advise that as long as you fully and reasonably cooperate with us and attend any medical examination or surveyor inspection and your claim is successful then we would accept the costs that your landlord pays, and you would receive your compensation less the 25% success fee and less the insurance premium of £448.00. The latter has been explained above.

Your Duties

- You must be honest with us.
- You have an active duty to keep your losses to a minimum.
- You must tell us anything that may affect our advice. If in any doubt, tell us about it and we can decide with you if the issue is relevant to the case or not.

IP address:

- You must cooperate with us.
- You must not ask us to act improperly or unreasonably.
- You must attend expert's meetings, meet us or a barrister for interviews and attend court if necessary.

You must keep all relevant documents and provide them to us, even if they may adversely affect your case. It is possible that a court will order you to hand them over to prove your case and your case can be damaged if documents have become lost. You must promptly give us your instructions.

If you receive any documents (including court papers) relating to your matter, you should immediately send these to us.

It is vital that we can contact you at all times until your case is settled. Please inform us in writing of any change of address or telephone number, as failure to do so could delay and prejudice your claim.

Furthermore, please inform us of any other Court proceedings in which you are involved or relevant to this matter and immediately forward copies of any documents you may have received.

You must provide documents to support any losses claimed. It helps us to effectively present your case if you record your losses in a diary or similar log.

Promptly inform us of your instructions when required and we cannot deal with any other person without your permission in advance.

Once information has been provided to us and subsequently changes occur, please inform us in writing. You should not contact any other party or their insurers, as it could severely prejudice your case.

If your housing disrepair matter includes a claim for personal injury, in due course it is likely we will instruct a medical expert to prepare a report. The medical expert will need to review your health records. Therefore, we will in such circumstances require you to complete an attached form of medical authority and return the same to us in the enclosed prepaid envelope.

We shall of course report to you at regular intervals as progress is made with your claim, but should you require any interim reports on progress made at any stage, please feel free to contact us.

Conditional Fee Agreement

We have agreed to take your case on a "no win, no fee" basis. The correct term for these agreements is a "Conditional Fee Agreement".

A feature of the Conditional Fee Agreement is that, in exchange for us taking the risk of not being paid for any of our work if you are unsuccessful, we are entitled to a "success fee" if you win, (you "win" if, on your behalf we obtain an agreement from your opponent to pay, or a court awards, compensation in your favour and any appeal against that award has failed). The success fee in this agreement is set at 25%.

If you win your claim, you pay our fees (as described above), our disbursements (payment of expenses on your behalf), the success fee and the premium for any after the event insurance product. VAT is charged on our base costs and the success fee.

You are entitled to seek recovery from your opponent of our basic charges, and our expenses and disbursements, **BUT not the success fee or any insurance premium, if applicable.**

If your opponent fails to pay any of the compensation or costs owed to you, we have the right to take recovery action in your name to enforce any judgement, order, or agreement. The charges of this action become part of our basic charges.

It may be that your opponent, during the course of the case, makes a Part 36 offer or payment which you reject, on our advice and your claim for damages goes ahead to trial where you recover damages that are less than that of the Part 36 offer

IP address:

or payment. If this happens, we will not claim any charges or success fee for work done after we received notice of the offer or payment.

If you receive interim damages, we may require you to pay some or all our disbursements at that point and to deposit a reasonable amount on account against our future disbursements.

If you receive provisional damages we are entitled to payment of our basic charges, our disbursements, and the success fee at that point.

If on the way to winning or losing you are awarded any costs by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

We can end this agreement if we believe you are unlikely to win. You will not have to pay any fees for our work (other than any expenses paid out on your behalf).

If you end the agreement between us, we have the right to decide whether you should pay our fees, VAT, and disbursements at once, or at the end of the case. This is entirely at our discretion.

We would hope to be able to negotiate a settlement of your claim without the need to involve a specialist barrister. If, however, it does become necessary to do so, we will aim to arrange a “no win, no fee” arrangement with them, so that your responsibility for such fees will be covered on the same basis as our own. However, this is entirely based upon the then instructed barrister and their chambers and they may wish to arrange instruction on a private basis. We will inform you accordingly when we instruct/receive notice from the barrister.

If we must issue court proceedings on your behalf, your liability for costs may increase. We will inform you at that time what additional costs could be incurred.

Our service is a continuing service and so our costs are payable when we cease to act for you.

Where costs are awarded on an interim basis, we may render a bill for the work covered by that interim cost award and keep the money awarded against that interim bill.

We have the right to keep any papers or money until payment is made to us. We may keep any interest on costs and disbursements that we recover.

You have the right to object to any bill we deliver to you, and you can apply for our bill to be assessed by the court under Part III of the Solicitors Act 1974, or you can make a complaint to the Legal Complaints Services.

We are entitled to charge interest on all, or part, of any bill if it is unpaid.

If you win your claim through court proceedings, your opponent may be required to pay interest on the charges and disbursements incurred by us on your behalf. Since you will have not been paying our charges through the duration of the case, we will be entitled to retain such interest.

PLEASE NOTE: IF YOU DO NOT CO-OPERATE WITH US, OR IF YOU MISLEAD US, WE WILL LOOK TO YOU FOR ALL OF OUR COSTS.

We apologise if this appears as somewhat candid, however, some clients believe the service we offer is totally free unless we win. That is not the case. If you are honest and co-operate, then the agreement with us protects you in respect of our costs. If you lose, there is no charge. If you tell us something that is not true, or you stop cooperating with us, then we can and will ask you to pay our fees. We are sure that this will not happen, but we do want to make sure that you understand how the agreement between us works. The most important feature of this agreement is that if you are unsuccessful with your claim, you will not have to pay any costs to this firm, except as set out below.

Whether successful or not, you may be asked to pay costs and expenses in the following circumstances:

IP address:

- If you ask us to obtain extra evidence in support of your claim, in circumstances where we might not be able to recover the cost of such evidence from your opponent. We would warn you before obtaining such evidence that this cost would be your responsibility whether the case was or was not successful.
- If you fail to cooperate with us in the conduct of your claim or provide us with misleading information. In such a situation we would have the right to stop working for you and to charge you for the work which has been done at the hourly rate set out in this correspondence and for expenses incurred on your behalf.
- Our fees to act for you are your responsibility. They will form part of your claim against the other party. If you win the case the other side will usually be ordered to pay your basic costs, expenses, and disbursements, BUT not the success fee or any insurance premium, if applicable.
- If you lose, unless your claim is judged fraudulent, or the claim is struck out, or you are claiming for the benefit of someone else; you should have the benefit of *Qualified one-way Cost Shifting* which effectively means no order for costs will be made against you. This however does not apply in claims for housing disrepair.
- If you win, we are entitled to be paid for the work we have done from the sums recovered from the other side, whether those sums are for costs or not. Normally there will be a delay between settlement of the claim and agreement on costs, especially in litigated cases. We have no wish to unnecessarily withhold payment of your damages; however, we reserve the right to raise an interim bill and retain an amount up to our maximum potential entitlement in costs against you pending our true entitlement crystallising.
- There may be other situations where you could end up paying a fee to us, whether sums are recovered from the other side. These situations are: if you fail to cooperate with us; if you fail to attend a medical/expert examination or court hearing that we reasonably ask you to attend; if you fail to give us necessary instructions; and/or if you withdraw instructions from us (i.e., stop using our firm).
- Another situation where you may end up paying us some fees even from your damages if we are not able to recover some of our costs from the paying party which has been as a result of either our offices not receiving proper instructions and us having to continually chase you for them, or if you keep asking us for unnecessary updates in relation to your matter time, which cannot be properly charged to the Defendant or their insurers. In this situation we reserve the right to send you a bill for the extra work we have carried out which the Defendants do not have to pay.

If you end the agreement between us, we have the right to decide whether you should pay our fees, VAT. and disbursements at once; or at the end of the case. This is entirely at our discretion.

If there is ever any doubt about you being able to recover costs, we will tell you. Please remember, we are acting on a 'No Win – No Fee' basis, as detailed above and you have the option of taking out cover for our expenses and disbursements under an after the event insurance policy.

Disclosure of relationships

We only select Conditional Fee Insurance products from a limited number of insurers, but we are not contractually obliged to conduct business in this way. You may ask us for a list of the insurers.

Our terms of business form the agreement between us. However, as it is your case, under our professional rules, we are obliged to tell you about the fees being incurred in your name.

Timescales

A straightforward case, where the council / housing association / private landlord whereby liability is known from the date of knowledge and is not in dispute the matter will take 6 to 12 months from our being instructed.

Where the council / housing association / private landlord dispute liability it will take about 12 months to 2 years.

More complex or higher value cases, cases that must go to court and more serious injury claims can potentially take longer than the above stipulated time frames.

These are guidelines/estimates which are only based on an average and not intended to bind us.

Levels of Service and Complaints Procedure

During the course of your matter, if there is any aspect about which you are concerned or require clarification, then please raise it with the person who is handling the matter, with a view to the matter being resolved quickly. If you remain concerned or we could not agree on an appropriate course of action, then your complaint would be referred to Mr Pete Graham, the firm's compliance manager, who will contact you, and attempt to resolve the matter to your satisfaction.

The firm has a Complaints Procedure document, which is available on request, and which would be sent to you should you make a complaint.

Your right to complain might relate to the way in which your matter is being handled, or about a bill which we have issued. In the case of a complaint about a bill, there might also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, we would point out that if all or part of a bill remains unpaid, we may be entitled to charge interest – any such entitlement being set out in our Terms and Conditions of Business and/or on the reverse side of the bill.

If you remain dissatisfied at the end of our complaints process, you would then be at liberty to contact the Legal Ombudsman, whose address is PO Box 15870, Birmingham, B30 9EB.

That organisation is the statutory body to whom you may refer your complaint once we have concluded our professional obligation to try and resolve it. The time limits for you to make a complaint to the Legal Ombudsman are one year from you becoming aware of your right to complain and six months from our final responses to the complaint.

File storage

We store files at no charge to you for six years after the end of your case with us has ended. The file will then be destroyed, and we shall take it that we have your permission to do this unless you tell us otherwise in writing. Should you require any documents from the file at any time during the 6 years, kindly note that there will be an administration charge of £50.

Money Laundering

We are required by the government to ask all our clients for proof of identity. We would stress that this does not mean that you are or anyone else is suspected of any wrongdoing. The purpose is to make it harder for the proceeds of crime to go undetected and to improve financial security for everyone throughout the financial and business sectors.

Please could you provide us with one of the following documents:

1. Your current passport
2. Your photo card driving license
3. Your benefit book

And in all cases an electricity, gas, or other household bill in your name and at your current address which is no more than 3 calendar months old at the time it is produced.

In addition, we may carry out further checks via third party company, like 'Verify', to ascertain further confirmation in respect of your identity. If no objections are received, we will presume you consent to our use of Verify.

Please do not forward originals only forward copies of the above by post

Making a disclosure

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money

IP address:

laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Action Plan

We will notify the Third Party and/or their insurance company and pursue the claim on your behalf. We shall keep you informed of further developments.

Unless you inform us otherwise, we trust we have your permission to sign any court documents on your behalf.

Confidentiality

External firms or organisations may conduct audit or quality checks on our practice. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this, I propose to assume that we have your consent unless you notify us to the contrary.

We will also assume that, unless you indicate otherwise, your consent on this occasion will extend to all future matters that we conduct on your behalf. Please do not hesitate to contact me if I can explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent, please put a line through this section in the copy letter for return to me. Please note that external firms or organisation that conduct audits or quality checks on our practice are required to maintain confidentiality in relation to your file.

Again, this will be an exception to the recent changes brought about GDPR and data protection under disclosure rules.

We are obliged to advise that we work with external companies of a variety in nature in order to provide you with the best service we can. Details of the types of external services provided to us are as follows:

- (a) I.T. and Legal Software Companies: e.g Global Asset Support Ltd., Select Legal, Y.P. Solutions Ltd., Legal Support Ltd. and other Consultants. These are providers of I.T. support, case management software and general assistance with our website or other social media support. Some of these consultants may be based outside of the U.K and carry out works outside of the U.K.
- (b) General Consultants: Accountants, Bookkeepers, File Handlers, Legal Compliance firms, Auditors, Data Processing and Administrative assistants are often used to process accounting information, files or assist the current file handlers within our offices. Again, these may carry out works outside of the U.K.

Should you require more detail of the above-named companies roles within our company or specific names of individuals who may carry out works upon your file of papers, we invite you to contact our offices to discuss further.

12. Data Protection

Primarily, we use information you provide for the provision of legal services. Our use of that information is subject to your instructions, the Data Protection Act 1998, as reformed by GDPR and our duty of confidentiality. A copy of the GDPR policy of our firm can be viewed on our website or provided to you upon request. Please note that our work for you may require us to give information to third parties such as government agencies/bodies and other professional advisors or experts. You have a right of access under the data protection legislation and GDPR to the personal data that we hold about you.

I enclose the following documentation which I require you to complete, sign and return in the pre-paid envelope provided:

1. **Conditional Fee Agreement x 2**
2. **Client Care Letter Confirming Losses**

This is required to ensure that you do not have any before the event insurance which would cover your legal costs in bringing a claim. I also enclose the guidance booklet for conditional fee agreements, which you should read carefully and keep for your information.

IP address:

We hope that by sending this letter we have addressed your immediate queries about the day-to-day handling of your work and our terms of business.

You will be considered and deemed to have accepted the terms herein on the basis of Veritas Solicitors continuing to receive instructions from you and in the absence of any objections within the next 14 days.

Please note that if you have queries, please do not hesitate to contact us **Monday to Friday between 9.00am and 5.30pm on 0844 478 1999.**

Thank you for your valued instructions in this matter and we are confident that we will be able to provide you with an excellent standard of service now and in the future.

DECLARATION

I confirm that I have read and understood the above terms and conditions of business for Veritas Solicitors LLP and agree to being bound to these terms and conditions. I understand that Veritas Solicitors LLP will now act on my behalf in pursuing my consequential losses against my opponents. I note that my continuing instructions will also amount to acceptance of these terms and conditions as well.

I note Veritas Solicitors costs in this matter and their entitlement to a success fee of up to 25% and continue to agree to instruct Veritas Solicitors

SIGNED:.....X

DATED:.....X

PRINT NAME:.....X

Please sign, date and return

We enclose a self-addressed envelope to assist in replying.

If there are any matters within this letter that you do not understand please do not hesitate to contact us.

Yours sincerely,

Veritas Solicitors LLP

IP address:

IP address:

Date:



Cardinal House - 7th Floor
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www.veritassolicitors.co.uk

Conditional Fee Agreement ('CFA')

For use in Housing Disrepair cases (including where appropriate those with an element of personal injury)

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

Agreement date:

We, the Solicitors Veritas Solicitors LLP of 7th Floor | Cardinal House | 20 St Mary's Parsonage | Parsonage Gardens | Manchester | M32LY

You, the client,

What is covered by this agreement:

1 Your claim and / or application for an order for specific performance of your landlord's («Landlord») repairing obligations pursuant to s 11 of Landlord and Tenant Act 1985 and /or s4 of Defective Premises Act 1972 and /or Section 9(a) of Homes (Fitness For Human Habitation) Act 2018 the provisions of the tenancy agreement between you and your landlord.

2 Your claim for general and/or special damages arising from your landlord's breaches of the statutory and / or contractual provisions set out in paragraph 1 herein.

3 Any claim for damages for personal injury suffered as a result of your occupation of rented accommodation situate and whereat you are, or were, the tenant of («Landlord»)

- 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 you.
- Any appeal you make against the final judgment or order.

Paying us if you win

If you win your claim, you pay our basic charges, our expenses and disbursements and a success fee together with the premium for any insurance you take out. You are entitled to seek recovery from your opponent of part or all of our basic charges and our expenses and disbursements, but not the success fee or any insurance premium.

The overall amount we will charge you for our basic charges, success fees, expenses and disbursements is limited as set out in Schedule 2 below.

It may be that your opponent makes a formal offer to settle your claim which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer. If this happens, we will *not add our success fee to the basic charges* for the work done after we received notice of the offer or payment. In these circumstances, you may be ordered to pay your opponent's costs, but only up to the amount of damages and interest awarded to you.

Expenses and Disbursements

If you receive interim damages, we may require you to pay our expenses and disbursements at that point and a reasonable amount for our future expenses and disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges, our expenses and disbursements and success fee at that point.

If you win overall but, on the way, lose an interim hearing, you may be required to pay your opponent's charges of that hearing, but usually only up to the amount of damages awarded to you.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

What do I pay if I lose?

If you lose you will normally have the benefit of Qualified One-Way Cost Shifting so the court will not usually enforce an order for costs against you, unless:

- the proceedings have been struck out; or
- the claim is fundamentally dishonest; or
- the claim includes a claim for the financial benefit of someone else.

If you lose, you do not pay our charges but we may require you to pay our expenses and disbursements.

The Success Fee

The success fee is set out in Schedule 1.

Basic Charges

Details of our basic charges are set out in Schedule 2.

Ending this agreement

If you have a right to cancel this agreement under Schedule 3 (see below) and 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. If you go on to win, you also pay a success fee.

We may end this agreement before you win or lose, with the consequences set out in the Law Society Conditions.

Other points

Definitions of words used in this CFA are explained in the Law Society Conditions.

You have the right to cancel this agreement in the circumstances set out in Schedule 3.

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee. Our VAT Registration Number is 925807213.

You may be able to take out an insurance policy against the risk of paying expenses and disbursements (but not our charges) if you lose, or some or all of your opponent's costs even if you win. You will be responsible for paying the insurance premium for this if you win. If you lose the premium is not payable. Full details are contained in the insurance policy documents. We will give further information about insurance policies to you so that you can decide whether you wish to take one out.

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

Signatures

Signed by the solicitor: *Amina Ali*

Signed by the client:X

Dated:X

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

IP address:

Schedule 1

Success fee

The success fee is set at **100 %** of our basic charges, where the claim concludes at trial; or **25%** where the claim concludes before a trial has commenced.

The success fee percentage reflects the following:

- (a) the fact that if you lose, we will not earn anything;
- (b) our assessment of the risks of your case;
- (c) any other appropriate matters;
- (d) the fact that if you win we will not be paid our basic charges; until the end of the claim
- (e) our arrangements with you about paying expenses and disbursements.
- (f) the arrangements about payment of our costs if your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment.

The Success Fee cannot be more than 100% of the basic charges in total.

Cap on the amount of Success Fee which you will pay us in the event of Success in proceedings at first instance

There is a maximum limit on the amount of the success fee which we can recover from you.

That maximum limit is 25% of the total amount of any:

- (i) general damages for pain suffering and loss of amenity; and
- (ii) damages for pecuniary loss, other than future pecuniary loss;

which are awarded to you in the proceedings covered by this agreement. The maximum limit is applicable to these damages net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions. The maximum limit is inclusive of any VAT which is chargeable.

The maximum limit includes any success fee payable to a barrister who has a CFA with us.

However, this maximum limit applies only to a success fee for proceedings at first instance and not to a success fee on other proceedings (such as, for example, an appeal against a final judgment or order).

We will provide you with a copy of any relevant judgment or of our calculation of any settlement showing how much of your damages should be attributed to General Damages and Past Pecuniary Loss, net of any sums recoverable by the Compensation Recovery Unit. If you do not agree our calculation and IP address:

this makes a difference to the amount of the Success Fee payable by you, then we will put the matter for determination by an independent barrister of at least 10 years call, to be appointed by agreement between us or, in default of agreement, by the President of the Law Society of England and Wales, such barrister to act as expert and not as arbitrator and his decision shall be binding. The barrister's costs for assessing this issue *are* to be paid by you if the barrister agrees with us, but otherwise *are to be* paid by us.

You also have the right to apply to the court for assessment of our costs, including our success fee.

Schedule 2

Basic charges

These are for work done from now until this agreement ends. These are subject to review.

How we calculate our basic charges

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. The hourly rates are:

Grade of Fee Earner	Hourly Rate
1 Solicitors, Legal Executives and Other fee earners with over eight years post qualification experience including at least eight years litigation experience.	£261.00
2 Solicitors, Legal Executives and Other fee earners with over four years post qualification experience including at least four years litigation experience.	£218.00
3 Other Solicitors, Legal Executives and Other fee earners.	£178.00
4 Trainee solicitors, paralegals and other fee earners	£126.00

We review the hourly rate in January each year and we will notify you of any change in the rates in writing.

The above hourly rates may not apply if your claim is subject to a specific fixed fee arrangement agreed between us. If a specific fixed fee arrangement has been agreed with you it is set out below and that fee plus expenses payable by you will be the amount of legal costs payable by you less any amount recovered

from your opponent.

Schedule 3

Notice of the Right to Cancel

This only applies if you sign the Conditional Fee Agreement:

- I. At your home, workplace or at someone else’s home; or
- II. At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else’s home; or
- III. At our offices but following a meeting between us away from our offices.

You have the right to cancel this contract if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is Mr F Fazal of **Veritas Solicitors LLP** of 7th Floor | Cardinal House | 20 St Mary’s Parsonage | Parsonage Gardens | Manchester | M32LY

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

You can use the cancellation form provided below if you wish.

Signed on behalf of **Veritas Solicitors LLP**

.....

Dated:

If you wish to cancel the contract, you **must do so in writing** and deliver personally or send (which maybe by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Mr F Fazal of **Veritas Solicitors LLP**

At 7th Floor | Cardinal House | 20 St Mary’s Parsonage | Parsonage Gardens | Manchester | M32LY

Case Reference No:

I hereby give notice that I wish to cancel my Conditional Fee Agreement with your firm.

Signed:.....
.....

Name (please print):.....
Address:.....
.....
.....
.....
.....
Date:.....

Law Society Conditions

The Law Society Conditions below are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything you find unclear.

Our responsibilities

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;

IP address:

- give you our best advice about whether to accept any offer of settlement;
- give you the best information possible about the likely costs of your claim for damages.

Your responsibilities

You must:

- give us instructions that allow us to do our work properly;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- cooperate with us;
- go to any medical or expert examination or court hearing.

Dealing with costs if you win

- you are liable to pay all our basic charges, our expenses and disbursements and the success fee (up to the maximum limit) together with the premium of any insurance policy incepted on your behalf.
- Normally, you can claim part or all of our basic charges and our expenses and disbursements from your opponent. You provide us with your irrevocable agreement to pursue such a claim on your behalf. However, you cannot claim from your opponent the success fees or the premium of any insurance policy you take out.
- If we 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 our expenses and disbursements, then you pay the difference.
- You, not your opponent, pay our success fee and any insurance premium.
- 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.
- If your opponent is receiving Community Legal Service funding, we are unlikely to get any money from him or her. So if this happens, you have to pay us our basic charges, expenses and disbursements and success fee.

We are allowed to keep any interest your opponent pays on the charges.

You agree to pay into a designated account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the balance of the basic charges; success fee; insurance premium; our remaining expenses and disbursements; and VAT. You take the rest.

If your opponent fails to pay monies due to you

If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgement, order or agreement.

The charges of this action become part of the basic charges.

Payment for advocacy

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

Barristers who have a conditional fee agreement with us

If you win, you are normally entitled to recover their fee from your opponent, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister's success fee shown in the separate conditional fee agreement we make with the barrister. We will discuss the barrister's success fee with you before we instruct him or her. If you lose, you pay nothing to the barrister.

The barrister's success fee is included within the maximum limit to the recoverable success fee in proceedings at first instance as explained in Schedule 1.

Barristers who do not have a conditional fee agreement with us

If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, then you must pay their fee.

What happens when this agreement ends before your claim for damages ends?

(a) Paying us if you end this agreement

You can end the agreement at any time. Unless you have a right to cancel this agreement under Schedule 3 and do so within the 7 day time limit we then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges, and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.

(b) Paying us if we end this agreement

We can end this agreement if you do not keep to your responsibilities. We then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges and our expenses and disbursements including barristers' fees and success

fees if you go on to win your claim for damages.

- (i) We can end this agreement if we believe you are unlikely to win. If this happens, you will only have to pay our expenses and disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.
- (ii) We can end this agreement if you reject our opinion about making a settlement with your opponent. You must then:
 - pay the basic charges and our expenses and disbursements, including barristers' fees;
 - pay the success fee if you go on to win your claim for damages.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You will pay in advance the cost of a second opinion.

- (iv) We can end this agreement if you do not pay your insurance premium when asked to do so.

(c) Death

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

What happens after this agreement ends

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

Explanation of words used

(a) Advocacy

Appearing for you at court hearings.

(b) Basic charges

Our charges for the legal work we do on your claim for damages as set out in Schedule 2.

(c) Claim

Your demand for damages for personal injury whether or not court proceedings are issued.

(d) Counterclaim

A claim that your opponent makes against you in response to your claim.

IP address:

(e) Damages

Money that you win whether by a court decision or settlement.

(f) Our expenses and disbursements

Payments we make on your behalf such as:

- court fees;
- experts' fees;
- accident report fees;
- travelling expenses.

(g) Interim damages

Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

(h) Interim hearing

A court hearing that is not final.

(i) Lien

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.

(j) Lose

The court has dismissed your claim or you have stopped it on our advice.

(k) Formal Offer to Settle

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

(l) Provisional damages

Money that a court says your opponent must pay or your opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

- you develop a serious disease; or
- your condition deteriorates;

in a way that has been proved or admitted to be linked to your personal injury claim.

(m) Qualified One-Way Cost Shifting

The rules in respect of costs payable if you lose a personal injury claim set out in [Part 44 Section II] of the Civil Procedure Rules.

(n) Success fee

The percentage of basic charges that we add to your bill if you win your claim for damages

(o) Trial

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgement.

(p) Win

Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to

pay you damages or in any way that you derive benefit from pursuing the claim.

'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

IP address:

Claimant Assignment

This Assignment is made by Agreement on

If you sign this document you are transferring rights in your claim to Veritas Solicitors LLP. This transfer will allow your solicitor to borrow monies which are used to fund your claim. It is important that you understand that the sums borrowed for your claim could be deducted from any damages you receive. If you are not clear about this or do not wish to allow this you must seek independent legal advice.

Between

1. ("Assignor");
2. Veritas Solicitors LLP Limited incorporated and registered in England and Wales with Registered Number OC 332899 whose registered office is at Cardinal House, 20 St Mary's Parsonage, Manchester, M3 2LY ("Assignee" which definition shall include its assignees and successors).

Whereas

- A. The Assignor is the claimant(s), or intended claimant(s), in relation to a Mis-Sold Finance Agreement claim ("the Claim");
- B. The Assignor has agreed to provide assignments and consents to the Assignee in respect of the Claim.
- C. The Assignor has agreed to assign to the Assignee the right to the proceeds of the Claim that the Assignor is entitled to ("the Claim Proceeds") and the insurance policy with F&L ("the Policy").

1. Assignment

- 1.1. In consideration of the payment of £1 (receipt of which is hereby acknowledged), the Assignor with full title guarantee hereby assigns absolutely to the Assignee the Policy and all of its past, present and future rights, title, benefits and interests in the Claim Proceeds.
- 1.2. The Assignee undertakes to hold the Claim Proceeds on the following basis:
 - As security for the repayment of the funding provided to the Assignee in relation to the Claim ("the Costs") (such funds being deductible from the Claim Proceeds without reference to the Assignor); and
 - For any balance on trust on behalf of the Assignor until such time as the Costs have been paid by the Assignee to its lender at which time the balance of the Claim Proceeds shall be released from the terms of this Assignment and shall be assigned back to the Assignor for £1, subject to the terms of the retainer in place between the Assignor and the Assignee.
- 1.3. The Assignee shall reassign the Policy and any rights, title, benefits and interest in the Claim Proceeds on the repayment of all the Costs at such time that no further Costs may arise and for the payment of £1.

2. Consent to Transfer

The Assignor consents to the transfer of the Claim file to another firm of solicitors should Veritas Solicitors Limited confirm that they are no longer able to handle the Claim.

3. Counterparts

This consent may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

4. Governing Law

This Assignment and Consent shall be construed and governed according to English law.

5. Third Party Rights

Claim Finance & Administration Limited shall be entitled to enforce any rights assigned to it by the Assignee and to arrange the transfer of the Claim file to another firm of solicitors under clause 3. No change to this Assignment may be made without the agreement of Claim Finance & Administration Co Limited. Subject to the rights of Claim Finance & Administration Limited the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Claimant Name:.....x

Solicitors Name: Amina Ali

Signed.....x

Signed: *Amina Ali*

Dated:.....x

Dated:.....x

IP address:

FORM OF AUTHORITY

PERSONAL DETAILS	
NAME	
DOB	
ADDRESS	

Hereby confirm that I irrevocably instruct and authorise Veritas Solicitors of 7th Floor, Cardinal House, 20 St Mary's parsonage, Parsonage Gardens, Manchester, M3 2LY to act as my legal representatives for my Housing Disrepair matter:

1. to act on my behalf in accordance with the terms and conditions of business supplied to me in relation to the repairs and recovery of damages and/or any other losses arising from the above matter.
2. to commence court proceedings in my name, unless otherwise confirmed by me in writing, in order to progress with my claim as they see fit and appropriate.

I confirm:

3. I will provide honest and timely instructions when requested to do so by Veritas Solicitors.
4. I will not and do not instruct any other firm to act on my behalf in relation to this index matter.
5. I understand that filling in and signing this form gives you permission to give copies of all relevant records or documents relating to my claim for housing disrepair including:-(i) copy of tenancy agreement including tenancy conditions (ii) tenancy file (iii) documents relating to notice given, disrepair reported, inspection reports or repair works to the property (iv) computerised records to my solicitor Veritas Solicitors or agent whose details are given below pursuant to the Data Protection Act 2018, and as superseded by GDPR Regulations.
6. I Authorise my Landlord to provide the following: (i) copy of tenancy agreement including tenancy conditions (ii) tenancy file (iii) documents relating to notice given, disrepair reported, inspection reports or repair works to the property (iv) computerised records to my solicitor Veritas Solicitors or agent whose details are given below pursuant to the Data Protection Act 2018.

Name: _____ X

Signature: _____ X

Date: _____ X

IP address: _____

Dated:

RE: Housing Disrepair Claim

We write further to the above matter and to your claim for housing disrepair.

We have reviewed the risk of your claim and therefore its merits and believe that you require an after the event (ATE) insurance policy to protect you on your matter.

In accordance with this we draw you attention to the below, which explains about after the event insurance and how it will protect you in this matter against adverse costs and disbursements.



Cardinal House - 7th Floor
20 St Mary's Parsonage
Parsonage Gardens
Central Manchester, M3 2LY

T : +44 (0)844 478 1999
F : +44 (0)844 478 1998
www.veritassolicitors.co.uk

What you need to know about ATE Insurance

- Claiming compensation is costly and we have a duty to ensure you are fully aware of the risks involved.**
- A “No win, No Fee” Agreement (Conditional Fee Agreement (CFA)) means you do not pay us - your solicitor unless you win your case. However, you will be liable to pay for any disbursements and expenses incurred on your behalf and your opponent’s costs as well, unless you take out ATE insurance.**
- We recommend that you purchase an After the Event Insurance policy to protect yourself against such unexpected costs.**
- If you do not purchase an ATE Insurance Policy now but decide to purchase insurance when it’s needed later, the premium will be considerably higher, and it will probably be uneconomical to do so.**
- We are only able to secure low premiums if you agree to purchase a policy now.**
- Premiums rise dramatically after this period.**

Why do I need to insure my claim?

It is not a legal requirement to purchase insurance to protect yourself from unexpected legal costs, however if you choose not to you must understand that you will be personally responsible for any costs due to your opponent in circumstances outlined below as well as any disbursements incurred on your behalf which cannot be recovered from your opponent.

There is nothing new about insuring the legal costs of litigation and due to the uncertainty of litigation and the high costs involved we strongly advise you to purchase ATE insurance rather than encounter any unexpected costs consequences. You can of course arrange your own insurance if you prefer to arrange this yourself, however you must advise us if this is the case as there are strict terms and conditions within policies which we and you must comply.

Financial & Legal Insurance Company Limited (F&L) is a well-known specialist insurer who have insured and protected thousands of customers over the years against opponent’s costs and disbursements. As you are liable for your own incurred disbursements and in certain scenarios opponent’s costs and disbursements, ATE insurance can provide peace of mind and security against unexpected costs.

IP address: _____

What are disbursements?

Disbursements are expenses that we as your solicitor, incur on your behalf for items such as copies of your medical records, an incident report, surveyor or other expert reports, medical reports (necessary to detail your injuries) as well as court fees and counsel's fees for both advice and court appearances, if necessary. It is difficult to predict what the total of these disbursements may be because many of them depend on the complexity of issues which may only come to light later in the case. Much will depend on whether the Defendant agrees to settle with you, and if so at what stage. However, we can say that disbursements will certainly be many hundreds of pounds and often run into thousands of pounds if counsel is involved and/or trial takes place.

What are opponent's costs?

Opponent's costs are the legal costs plus any disbursements your opponent incurs in defending a claim against you. Costs can often be extremely high and in some circumstances (failing to beat a Part 36 offer) you could win your case but all of your damages could be consumed by paying your opponent's costs.

Who is the insurance policy designed for?

After the Event insurance is designed to help any Claimant, including commercial customers who need to take legal action and could be facing considerable adverse costs in the event they lose their claim or even win their claim but are still ordered to pay costs to their opponent.

When do I pay the premium?

There are no up-front costs

You do not have to pay anything for this policy now.

No win, no fee Premium

You only ever pay us the premium in the event you win your claim for compensation

If your claim is unsuccessful, you do not have to pay the premium for this policy.

If your claim is successful, the premium will be deducted from the damages you recover.

The policy gives you the ability to ensure that an opponent pays you the correct level of damages because with our consent you can reject a damages offer which is deemed to be too low and if you later receive less than the sum you rejected, the policy will pay your liability for your opponent's costs. This benefit alone may well outweigh the cost of the premium.

On the 1st April 2013 the court rules were amended so that you will now recover extra 10% damages compared to what you would have recovered before April 2013, and this will in part enable you to pay for this sort of ATE Insurance out of the money you recover.

What does F&L Insurance offer?

Provided your case is accepted by the insurer and you have agreed to pay the premium F&L Insurance can provide costs protection cover in the event you lose your case by paying reasonably incurred disbursements as well as protect your compensation in the event you fail to beat your opponent's offer to settle.

IP address:

When should I get covered?

The earlier you take out the policy, the lower your premium will be. Insurance taken out later in your case will mean you will have to pay a considerably higher premium, and in some cases will mean you cannot get your case insured at all.

How do I arrange cover?

We will arrange cover on your behalf which is appropriate for your needs providing you have authorised us to do so. If you do not provide your consent, we will not arrange cover for you and therefore agree to pay for any disbursements or opponents costs yourself if you lose your case or are ordered to do so.

Premiums?

Premiums vary according to the type of legal case you are pursuing because some cases are more complex than others and are therefore more expensive to pursue. The premiums below apply to fast-track cases with cover up to £25,000.

We will advise you if F&L Insurance reject your application for cover or if the premium differs from the figures below.

The insurance premium tax (currently 12%) will be payable at the rate in force at the time the premium is paid.

Housing Disrepair Claim - £448 inclusive of IPT

Who is F&L Insurance?

F&L Insurance Company Limited is an insurance company that specializes in After the Event (ATE) legal expenses insurance.

The policy is covered in the United Kingdom by the Financial Services Compensation Scheme (FSCS).

We would advise you however that we are not insurance brokers. The legal expenses insurance market is complex and frequently changes. Accordingly, we do not offer professional advice on all policies available in the market, but we will advise you in detail on the circumstances of your own case, should at any stage your interest's conflict with ours, and if this occurs, we may recommend that Counsel's advice should be obtained on those areas of conflict.

Unless you instruct us otherwise, we will arrange for an insurance policy to be taken out with F&L Insurance Company to protect you against the risks set out above. In doing so you will be agreeing to allow the insurer, to inspect your file and receive ongoing information from us regarding the progress of your case and its outcome. You will also be agreeing with F&L that we can act on your behalf to ensure compliance with the policy terms. Most importantly, instructing us to proceed will constitute your irrevocable agreement to allow us to receive your damages and to deduct the appropriate premium from the damages and to send it to the insurer in settlement of the liability to pay the premium.

Authorisation

We are not directly authorised by the Financial Conduct Authority; however, we are included on the exempt professional's register maintained by the Financial Conduct Authority so that we may carry out insurance mediation activity. This means broadly that we can arrange, sell and administer insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.

The register can be accessed via the Financial Services website at:

www.fsa.gov.uk/register/epfSearchForm.do

IP address:

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

CANCELLATION MANDATE

If we do not receive back the document/mandate signed and dated below within the next 7 days, we will presume you would like us to keep your insurance premium in place to cover any outstanding costs or disbursements.

Products

We only deal with products from F&L Insurance Company Limited for legal expenses insurance policies, but we are not contractually obliged to conduct business in this way.

VERITAS SOLICITORS

MANDATE AFTER THE EVENT INSURANCE POLICY

I have read this letter regarding the insurance policy you have taken out on my behalf.

I request that my insurance premium taken out on my behalf is cancelled and are aware that I will be liable / responsible for paying any outstanding disbursement and costs from my damages if I was not able to beat an offer to settle.

Yes I would like an ATE Policy to be obtained on file.

No I would Not Like an ATE Policy to be obtained on file.

Client Name:.....X

Signed:X

Dated:X

IP address: