

Letter to: _____

Date: _____

MOTOR FINANCE CLAIMS – DOCUMENT PACK

This Document Pack contains the agreements you will enter with Marcus Parker Limited, trading as Parker Kerrigan, in respect of your motor finance claim[s] which form the contract between us.

In summary:

You will provide us with Letters of Authority in relation to the finance agreements we identify through making a credit search. In those Letters of Authority, you state: *'I confirm that I am not aware of any other law firm, Claims Management Company or other third party which has authority to act on my behalf and for the avoidance of doubt if you have a record of any such purported authority I hereby withdraw it and seek your confirmation that you will engage only with Parker Kerrigan'*.

1. We will now make enquiries of your lenders to require them to inform us whether you paid a commission when the dealership from which you bought your vehicle arranged the finance.
2. We will keep you informed throughout the process.
3. Our proposed agreement with you if we act throughout the process will not involve any upfront cost:
 - a. we will only be paid if you receive a redress payment. If we do, and if (as we expect to) we are able to do so without issuing Court proceedings, we will be paid:
 - i. 30% + VAT, up to a maximum of £420, of the amount you receive in relation to a motor finance contract between £1 and £1,499;
 - ii. 28% + VAT, up to a maximum of £2,500, of the amount you receive in relation to a motor finance contract between £1,500 and £9,999;
 - iii. 25% + VAT, up to a maximum of £5,000, of the amount you receive in relation to a motor finance contract between £10,000 and £24,999;
 - iv. 20% + VAT, up to a maximum of £7,500, of the amount you receive in relation to a motor finance contract between £25,000 and £49,999; and
 - v. 15% + VAT, up to a maximum of £10,000, of the amount you receive in relation to a motor finance contract above £50,000.

Please note that it is most likely that your compensation per claim will fall within the £1 - £1,499 range but that this will depend on a number of factors, including the amount of the financing, the interest rate and when you took out your contract, as discussed more fully at paragraphs 18 and following of the engagement letter. As you will see from the detailed terms of the engagement, different arrangements will come into effect in the

unlikely event that it is necessary to issue Court proceedings.

- b. if we are not successful, we will be paid nothing.

4. You:

- a. agree to Parker Kerrigan's engagement letter, Terms and Conditions of Business, Privacy Notice, DBA, Alternative DBA and LMA, all of which are reproduced below. You also agree to Valid8 IP Limited's and TAL Marketing Group Limited's privacy notices;
- b. agree to our sending a Letter of Authority in the form appended to Parker Kerrigan's engagement letter in relation to all and any motor finance agreements we discover in respect of which we advise you have a viable claim. You will see that the Letter of Authority states that you are not aware of any other firm which has authority to act for you and, if the lender has any such record you withdraw the authority. It also contains an instruction from you to the Defendant to pay any monies due to an account nominated by us and advises the defendant that you will not accept directly-paid compensation in full and final settlement of your claims, because you are looking to us to review the amount offered before it is sent and to advise on whether it is appropriate in the light of the disclosure to be made and the alternative remedies that may be available to you. This is necessary to ensure that you are receiving the correct amount and so that we have the commercial confidence to undertake work for you on the claim. Our collection agents will deduct our fees and then send on the amount that is due to you to the account you wish to receive the money;
- c. confirm (provided that it is true and accurate): (1) that you were either (a) not aware that a commission would be paid to your dealership as a result of it arranging your motor finance or (b) you were aware that there was such a commission but you were not aware of the amount of the commission and how it was calculated, (2) that you are subject to no conflicts which make it inappropriate for you to instruct us, (3) that you have not already either submitted a complaint yourself or instructed another firm to make a motor finance claim on your behalf and will not do so in future while we are still acting for you; and (4) that the information you have provided to us is accurate and true to the best of your knowledge and honest belief; and
- d. acknowledge that you are aware that on 30 March 2026 the FCA published Policy Statement PS26/3, finalising the Motor Finance Consumer Redress Scheme which seeks to create a way for affected consumers to receive compensation for free without incurring the costs of advisers. The rules came into force on 31 March 2026. The Scheme is split into two parts: Scheme 1 (covering agreements entered into between 6 April 2007 and 31 March 2014) and Scheme 2 (covering agreements entered into between 1 April 2014 and 1 November 2024). Originally, Scheme 2 was to commence on 30 June 2026 and Scheme 1 on 31 August 2026. However, four legal challenges to the rules have been brought and the commencement of the Scheme is now expected to be delayed (see the engagement letter at paragraph 10). Once the Scheme commences: i) if you have not already complained, your lender (if your agreement is in scope of the Scheme and they are able to contact you) is obliged to invite you in writing to opt in, and you will have 6 months to do so; ii) if you have already complained, your lender must instead send a provisional redress decision (or any subsequent redress determination) directly to us; and iii) if your lender cannot locate you, you will have a year from commencement to make a complaint yourself. If documents have been destroyed or you cannot be traced for whatever reason, you are likely to fall into the

third category, and it seems likely that the longer ago you took out your agreement the less likely it is that your lender will succeed in contacting you. The FCA states that you should be proactive and take steps to contact your lender as soon as possible.

- e. You acknowledge that you can make a complaint for free; and you should be aware that the FCA provides a guide as to how you can do so, including a template letter ([template letter \(DOCX\)](#)) that may be sent, and advises more generally on the subject on its website, including at <https://www.fca.org.uk/consumers/car-finance-complaints>. You could also use a free complaints service such as Resolver (see <https://www.resolver.co.uk/rights-guide/car-finance>). With all this in mind, you have nevertheless elected, in order to receive our advice and expertise, to avoid errors, to insist on proper disclosure from the defendants to ensure that you receive the correct amount of compensation, and for the sake of convenience, to instruct Parker Kerrigan. When you complete the engagement documents, your signature will be appended to a 'Form of Acknowledgement of Understanding of the Consequences of Entering an Agreement to Use the Services of a Law Firm for Your Motor Finance Claim'.
- 5. Having signed, you will be in a 14-day cooling-off period and are free to cancel this agreement by sending an email to info@motorfinance.parkerkerrigan.co.uk.
- 6. The documents contained in this document pack repeat, in more formal way, and with greater detail, this essential information. These are the documents that you will agree to when you sign up as a client.

The contents are:

- A) Parker Kerrigan's engagement letter, to be signed by our Senior Partner, Damon Parker: this explains some of the background to the issues which have given rise to the claim you will make and attaches or refers to:
 - a. Schedule 1 – the Damages-Based Agreement ('**DBA**') to be made between you and Parker Kerrigan in respect of your claim and, if you are making more than one, in respect of each of your claims. This document will govern how Parker Kerrigan will be paid in the event that your claims are successful.
 - b. Schedule 1A – the Alternative Damages-Based Agreement ('**the Alternative DBA**'), which will apply instead of the DBA in Schedule 1 (which will have no application at all) in the unlikely event that it is necessary to issue Court proceedings on your behalf, for example if an offer made under the FCA's Motor Finance Consumer Redress Scheme is inadequate or the FCA's Motor Finance Consumer Redress Scheme is delayed indefinitely, quashed, or substantially impaired as a result of the legal challenges currently being brought against the Scheme.
 - c. Schedule 2 – a Litigation Management Agreement ('**LMA**') made prospectively between you and Parker Kerrigan and every other Claimant with a similar claim. This is just in case it is necessary to issue Court proceedings on your and others' behalfs collectively, for example if the FCA's Motor Finance Consumer Redress Scheme is delayed indefinitely, quashed, or substantially impaired as a result of the legal challenges currently being brought against the Scheme, or it otherwise becomes necessary. It probably will not be, but these provisions will give us and you the necessary flexibility in case it is – this will come into effect only if and when we notify you that it is necessary.
 - d. Schedule 3 – Privacy Notices of Parker Kerrigan, Valid8 IP Limited and TAL Marketing

Group Limited.

- e. Schedule 4 – a Glossary of Defined Terms which are used in this letter, the LMA, the DBA, the Alternative DBA and the Privacy Notice of Parker Kerrigan.
- f. Schedule 5 – a copy of our Standard Terms and Conditions of Business.
- g. Schedule 6 – Notice of Right to Cancel, and Cancellation Form; and
- h. Schedule 7 - a copy of the Letter of Authority we will send signed by you to the lender that provided finance for your vehicle(s).
- i. Schedule 8 – the Form of Acknowledgement of Understanding of the Consequences of Entering an Agreement to Use the Services of a Law Firm for Your Motor Finance Claim to which your signature will be appended when you agree to the engagement documents.

**THIS IS THE FORM OF ENGAGEMENT LETTER TO WHICH YOU AGREE IF YOU BECOME A
MOTOR FINANCE CLIENT OF PARKER KERRIGAN**

Strictly confidential

Subject to legal professional and litigation privilege

Dear _____

Engagement letter – your motor finance claim

- 1. **Thank you for instructing Harcus Parker Limited, trading as Parker Kerrigan, to act for you in a potential complaint or claim in relation to your motor finance agreement (in this letter, 'Defendant' means the finance company that financed your purchase of your vehicle(s), and / or in certain circumstances the dealership).**
- 2. This engagement letter and the accompanying DBA(s) relate to the following claims:
_____.
- 3. There are no upfront costs associated with our engagement. We will only be paid for our work if your claim is successful.
- 4. The engagement letter and the DBA should be read as though they were repeated separately for each of the claims you have instructed us to bring. In the course of the remote onboarding process you have been through, you have approved and have agreed for your signature to be affixed to, each of the documents referred to in this engagement letter, for as many motor finance claims as you have.
- 5. Our instructions are: to act for you, notwithstanding that you are now able to complain to your lender(s) for free and, once the FCA's Motor Finance Consumer Redress Scheme, which seeks to deliver a free way for you to obtain motor finance compensation, commences, i) your lender(s) (if your agreement is within the scope of the Scheme and they are able to contact you) will be required to invite you in writing to 'opt in' to the Scheme and ii) if they do not contact you, you will still be able to make a complaint yourself;
 - 5.1 to access lender data and discover whether you paid commissions and other excessive charges in relation to the motor finance agreement(s) you have entered in the past;
 - 5.2 **to send a Letter of Authority in the form which appears as Schedule 7 to your lender(s) seeking information from them and stating 'I confirm that I am not**

aware of any other law firm, Claims Management Company or other third party which has authority to act on my behalf and for the avoidance of doubt if you have a record of any such purported authority I hereby withdraw it and seek your confirmation that you will engage only with Parker Kerrigan';

- 5.3 to consider whether it appears to us that there is a claim properly to be brought; and, if there is,
- 5.4 to submit a complaint on your behalf in respect of all of the motor finance agreements we discover. We will then deal with the lender(s) and make sure that you receive what you are due.
- 5.5 **You also instruct us in due course if we advise that such claims are viable, and with no duty on us to pursue such claims** to bring further claims in relation to other matters arising from your motor finance agreement or underlying contract to purchase the vehicle, for example i) a claim arising from the manner in which interest on your agreement was calculated; ii) the purchase of additional products, including insurance products, such as GAP insurance, alloy wheel, leather, tyre, paint and key insurance, and iii) a claim that your financial circumstances made it irresponsible of the lender to have allowed you to take out the finance. If we do advise that additional claims are viable, you will agree to instruct us on the same terms as in the other claims in relation to which you will be instructing us.
6. In general terms, the FCA's investigations and recent well-publicised judgments of the Courts suggest that there has been bad practice in the motor finance industry. Dealerships were commonly paid commissions by finance companies, funded by customers, which were not disclosed or inadequately disclosed. Worse, those commissions were frequently linked to the interest rate proposed to the customer, with the salesperson being given a discretion to set the rate, knowing that the higher the rate that was agreed the higher their commission would be. The FCA in addition has highlighted that consumer harm has been caused as a result of some lenders paying very high levels of fixed commissions and by undisclosed commercial ties between dealerships and lenders which gave lenders exclusivity or a right of first refusal. There are also issues relating to affordability checks sometimes not being carried out. This does not mean, however, that there will be a valid claim in every case. If it appears that there is no viable claim, we will inform you of the fact. If, however, we believe that there are grounds for compensation, you instruct us to pursue the claim on the terms of this engagement letter and its related documents.
7. **Your claim will probably be resolved without the need for litigation, as the FCA has now made an industry-wide Motor Finance Consumer Redress Scheme (Policy Statement PS26/3, 30 March 2026). This letter of engagement nonetheless covers the possibility that, in the event the Scheme is delayed indefinitely or its rules are wholly or substantially quashed in the legal challenges discussed at paragraph 10 below, it will be in your interest, and that of other claimants with similar claims, to take your claims as a group to Court. We discuss the circumstances in which it may be in your interest to litigate your claim below. The most likely position is that**

we will resolve your complaint without formal litigation. If we do, and the compensation in relation to a claim is £9,999 or less, we will charge (plus VAT) 30% of what you are paid in compensation between £1 and £1,499, with a maximum charge of £420 (plus VAT) and 28% of what you are paid in compensation between £1,500 and £9,999, with a maximum charge of £2,500 (plus VAT). Your instructions to us and the service you will receive for this fee are described at paragraphs 22 and 23 of this letter.

8. **On 3 August 2025, the FCA announced^[1], following the Supreme Court's decision of 1 August 2025 in three related appeals concerning motor finance agreements, *Hopcraft and another v Close Brothers Limited; Johnson v FirstRand Bank Limited (London Branch) t/a MotoNovo Finance; Wrench v FirstRand Bank Limited (London Branch) t/a MotoNovo Finance* [2025] UKSC 33 ('Johnson'), that it would consult on an industry-wide redress scheme. In Johnson, the Supreme Court dismissed the claims of Mr Wrench and of Mrs and Mr Hopcraft, who had paid relatively small 'fixed' commissions, but upheld Mr Johnson's complaint on the grounds that the unusual circumstances of his case, including the size and nature of the commission he paid, were 'unfair' for the purposes of his claim that his relationship with his lender was unfair under the Consumer Credit Act 1974.**
9. **On 7 October 2025, the FCA published Consultation Paper CP25/27, opening a consultation on an industry-wide redress scheme, and^[2] on 30 March 2026, the FCA published Policy Statement PS26/3 finalising the Motor Finance Consumer Redress Scheme. The rules came into force on 31 March 2026. The Scheme is split into two parts to mitigate the risk of legal challenge: Scheme 1 covers agreements entered into between 6 April 2007 and 31 March 2014, and Scheme 2 covers agreements entered into between 1 April 2014 and 1 November 2024. The Scheme captures the consequences of a) the use of discretionary commission arrangements; b) the payment of high commissions, defined in the final rules as commissions which are equal to or greater than 39% of the total charge for credit and 10% of the credit amount; and c) contractual ties that gave the lender exclusivity or a right of first refusal. Agreements in respect of which the commission paid was less than £120 (Scheme 1) or £150 (Scheme 2) are excluded as de minimis. Lenders are obliged to invite all eligible non-complainants whom they can trace to opt in to the relevant Scheme. Consumers who have already complained will be sent a provisional redress decision by their lender. The FCA estimates that the average redress payout will be approximately £830 per eligible agreement and that the Scheme will return around £7.5 billion to consumers in total. Taking this at face value, if you choose not to instruct us, you may well receive a letter from your lender in any event and should receive compensation for free; but if you have moved or your agreement dates back to the beginning of the period, or you believe you may otherwise be difficult to trace, it may well be that you would have to take an active step; if your complaint were to be accepted you would receive compensation without paying fees.**
10. **On 1 May 2026, the FCA confirmed that four legal challenges to the Scheme had been brought. Three are by lenders (Mercedes-Benz Financial Services UK Limited, Volkswagen Financial Services (UK) Limited and Crédit Agricole Auto Finance) and broadly contend that**

the Scheme exceeds the FCA's statutory powers (particularly in relation to agreements pre-dating the FCA's regulation of consumer credit on 1 April 2014, which fall within Scheme 1), that the Scheme's treatment of limitation is unlawful, and that it unlawfully interferes with the lenders' property rights under the Human Rights Act 1998. The fourth challenge has been brought by a consumer advocacy group, Consumer Voice, on the basis that the Scheme methodology results in compensation which is too low. The FCA has stated publicly that it will defend the Scheme robustly. The challenges are unlikely to be heard before October 2026, and the FCA has told firms to plan on a precautionary basis for a decision in mid-November 2026. The practical consequence is that the originally-published commencement dates for the Scheme (30 June 2026 for Scheme 2 and 31 August 2026 for Scheme 1) are likely to be deferred, and there is a residual possibility, taken into account in our engagement, that the Scheme or some part of it could be quashed or substantially changed. In that latter event, Court proceedings may become the only realistic route to recovery, and the Alternative DBA and LMA enclosed with this letter provide the framework on which we would then proceed.

11. There is a 14-day cooling off period, as discussed below. After this has expired and while we still act for you, you agree not to seek to instruct another firm to act on your behalf or to submit a duplicative claim directly to the lender yourself, recognising that we will have incurred expense working on your claim. Through the Letter of Authority, you inform the lenders to whom we will submit a claim on your behalf of this agreement.
12. Before continuing, we ask you to note the confidentiality notice at the head of this letter. This letter is being made available to you because you have expressed an interest (and agreed to the questionnaire 'terms of use online') in bringing one or more motor finance claim. If, after reading this letter and its enclosures, you do not wish to instruct Parker Kerrigan, you should delete or destroy the document pack in which this letter appears and not pass it on to anybody.
13. The following documents are either attached to this letter or can be read by clicking on the hyperlinks:
 - 13.1 **Schedule 1 – the Damages-Based Agreement ('DBA') made between you and Parker Kerrigan. This document governs how Parker Kerrigan will be paid in the event that your claims are successful. An example DBA is at page 16 below. There will be a separate DBA for each of the claims we are running for you but we have sent out the terms without repetition within Schedule 1. There is also an Alternative DBA for each claim** which will come into effect in the unlikely event that it is necessary to issue a claim in the Courts. If and when a claim is issued on your behalf in Court then the DBA would then be of no effect at all and it would be entirely replaced by the Alternative DBA in relation to all past and future work.
 - 13.2 **Schedule 2 – the Litigation Management Agreement ('LMA') made prospectively between you and Parker Kerrigan and every other Claimant with a similar claim. This is just in case it becomes necessary to run similar cases collectively. It probably will not be, but these provisions will give us and you the necessary flexibility in case it is. This will apply if and when we notify you in writing that it**

has become necessary. A copy of the LMA is [here](#).

- 13.3 **Schedule 3 – Parker Kerrigan’s Privacy Notice (this is [here](#))** together with the privacy notices of Valid8 IP Limited and TAL Marketing Group Limited.
- 13.4 **Schedule 4 – a glossary of defined terms which are used in this letter, the LMA, the DBA, and Parker Kerrigan’s Privacy Notice. This is [here](#).**
- 13.5 **Schedule 5 – a copy of our standard terms and conditions of business. This is [here](#).**
- 13.6 **Schedule 6 – Notice of right to cancel, and cancellation form. This is [here](#).**
- 13.7 Schedule 7 – the Letters of Authority you authorised us to send on your behalf.
- 13.8 **Schedule 8 – the Form of Acknowledgement of Understanding of the Consequences of Entering an Agreement to Use the Services of a Law Firm for Your Motor Finance Claim** to which your signature will be appended when you agree to this letter.
- 14. This letter, together with its schedules, sets out the basis upon which we will act for you and forms the contract between us. If there are any conflicting terms in this letter and its schedules or between the schedules, then the terms of the DBA should take precedence, followed by the LMA, followed by this engagement letter, followed by our standard terms.

Overview of the claims

- 15. The claims we are proposing to bring (if the facts we discover support such a claim) concern the losses you have suffered as a result of being overcharged for motor finance, or for the finance company’s failure to ensure that you could afford the finance. The losses for which we will claim are primarily related to any undisclosed or inadequately disclosed so-called ‘discretionary’ or ‘difference-in-charge’ commissions paid, pursuant to which increased interest was charged at the salesman’s discretion. We will also claim for any other forms of commission you may have been charged which, though not discretionary, were very high or where other individual circumstances in your case made the lending relationship unfair, such as whether you were to be regarded as unsophisticated in financial matters, and the commercial relationship between the dealer and lender. We will not claim for losses on a ‘rescission’ basis, which might arguably result in the repayment to you of all of the interest charged under the motor finance agreement. This is because we believe this would result in excessive levels of compensation we do not consider the FCA or the Court would support.
- 16. Claims may fall into a number of different categories. The way that your claim will be expressed will depend on a number of factors, including the level of interest charged, the commission paid and received and the advice you received.
- 17. The documents enclosed with this letter deal with the way in which your claim and the claims of the other claimants for whom we act will be run. This includes how we will be paid for the work we do on your behalf. There is also some material within this letter about how decisions would be taken if we were to run your case in a group alongside other similar

cases.

18. We stress that, at this stage before we are aware of all of the facts of the case, we are unable to advise that you will receive compensation. As mentioned above at paragraph 6, the widespread poor practices across the motor finance industry do not mean that there will be a valid claim in every case: whether there is or not will depend on the circumstances of each case and, possibly, the individual circumstances of each claimant. Similarly, we are unable at this stage to give you an indication of the likely value of your claim if it does succeed. Factors which will have a bearing on the value include:
 - 18.1 the size of the loan;
 - 18.2 the rate of interest payable, since the extent to which it exceeded what might at the time of the contract have been a reasonable rate is likely to have paid for any commission; and
 - 18.3 the date of your contract, since your redress amount will be increased by simple compensatory interest from the date of the overpayment (or the date the commission was paid, depending on the remedy) to the date compensation is paid. Under the final rules in PS26/3, that rate is the annual average Bank of England base rate per year plus 1%, subject to a minimum floor of 3% for any year. Under the final rules, consumers cannot challenge the rate of compensatory interest applied, even where they can point to having taken out higher-cost borrowing as a result. This represents a material change from CP25/27, which proposed a route by which such an evidence-based challenge could be made; that route was removed in PS26/3.
19. Market intelligence suggests, however, that some of the proportionally highest commissions were charged on relatively small loans, so there may not always be a direct relationship between the value of the contract and the size of the claim.
20. **You may be aware that in 2017 the FCA published the results of a survey it conducted in relation to 16,000 contracts with an average loan size of £10,000. It concluded that the effect of discretionary commissions was to increase the cost of credit by, on average, £1,100. The sample size of this research is such as to make it statistically significant. You may also be aware that on 3 August 2025 the FCA announced that it considered that most motorists would receive less than £950 in compensation, implying that £950 was likely to be a median figure. In CP25/27, the FCA estimated that the average claim would be worth £700 and that *'there will be a wide range with many consumers receiving more and a large number receiving less'*.** Most recently, in PS26/3, the FCA revised this figure upward, and now estimates an average payout of approximately £830 per eligible agreement, with a wide range around that figure. Although the FCA has retained what it refers to as an APR adjustment in its hybrid redress methodology, the final adjustment was set at 21% for Scheme 1 (a mid-point between the consultation's lower and upper bounds of 17% and 26%) and at 17% for Scheme 2 (the higher figure for Scheme 1 reflecting the FCA's view that more harmful forms of discretionary commission arrangement were more prevalent in the earlier period), and we therefore expect that many consumers, particularly those whose agreements involved a discretionary commission arrangement, will receive more than the FCA's central estimate. We also consider it likely that the FCA consciously wishes to temper the excesses of the claims market, as both it and the Solicitors Regulation Authority have had cause to criticise firms which have marketed for clients on the basis that they were

certain to receive £4,000 per claim, no questions asked. We should also note here in this discussion of the possible value of claims that if you have an outstanding liability to your lender your redress may be reduced accordingly and / or the lender may call on you to pay them separately. We will ask you to let us know if this is the case.

21. The FCA's methodology has now been finalised in PS26/3, broadly in the form on which it consulted, with refinements. Our own view of average values accords with that of the FCA, but it is likely that if clients commonly used relevant forms of financing from 2007 they will have more than one claim to bring, and many of our clients will have higher value loans because of the way that they have found their way to us. As we discuss below, it is an important part of our service that we will seek to ensure that you receive the full amount you are owed.

Your instructions to us

22. By agreeing to the terms of this letter and its enclosures you are:
- 22.1 confirming that you have not previously submitted a motor finance complaint yourself or instructed another firm to do so on your behalf and, additionally, confirming that you will not do so in future;
- 22.2 **agreeing that Parker Kerrigan may carry out a 'soft' credit check for the purpose of identifying relevant credit agreements in your name. This will have no impact on your credit score. Please note that we will use external providers to do this, who will be one or both of Valid8 IP Limited and TAL Marketing Group Limited, and that you agree to their privacy notices as well as ours;**
- 22.3 agreeing that Parker Kerrigan may send to your lender(s) a Letter of Authority signed by you in the form that appears at Schedule 7 seeking the information set out in the letter and additionally confirming that you are not aware of any other firm which has authority to act on your behalf and, if the lender has any such record, you withdraw the authority;
- 22.4 **instructing Parker Kerrigan to investigate whether a claim of the kind described in this letter can be brought on your behalf (as we say at the beginning of this letter, you are able to make a complaint yourself, but if you have, we should not be duplicating your work);**
- 22.5 giving Parker Kerrigan the discretion to decide whether such a claim is viable. If our decision is that it is, then you authorise us to bring it directly to your lender or lenders; if it is not, then we will inform you of that decision;
- 22.6 instructing us to bring the claim in the manner we consider to be the most straightforward, which, given the FCA's Motor Finance Consumer Redress Scheme, is likely to be by persisting with the complaint we will submit on your behalf rather than by pursuing a claim through the courts. This is because there are likely to be positive advantages to a redress

scheme over Court action, including speed, certainty, a no-risk environment, to be contrasted with the loser-pays environment of the courts, and the fact that a redress scheme complaint will involve only limited need for evidence or enquiry into the facts of each case;

- 22.7 authorising us, in the event that the redress decision or determination you receive under the FCA's Motor Finance Consumer Redress Scheme is at a level we advise is insufficient fully to compensate you, to take such steps as may be necessary to challenge that outcome and to pursue a higher level of compensation, including by referring the matter to the Financial Ombudsman Service or, if necessary, by pursuing court proceedings under the Alternative DBA, where the rules of the Scheme or the substantive law permit;
- 22.8 authorising us (see paragraph 24 below) to accept a settlement offer made to you which we calculate to be within 15% of the amount you are due;
- 22.9 authorising us either to refer your complaint to the Financial Ombudsman Service or to provide you with the means of making a complaint to the Financial Ombudsman Service yourself;
- 22.10 **authorising us if we advise that such claims are viable, and with no duty on us to pursue such claims** to bring further claims in relation to other matters arising from your motor finance agreement or underlying contract to purchase the vehicle, for example the purchase of additional products, including insurance products such as GAP insurance, alloy wheel, leather, tyre, paint and key insurance, and a claim that your financial circumstances made it irresponsible of the lender to have allowed you to take out the finance. If we do advise that additional claims are viable, you agree to instruct us on the same terms as the other claims in relation to which you are instructing us;
- 22.11 acknowledging that you should only make a complaint on a proper basis and will have a duty to the Court (if, as we do not presently consider likely, this matter proceeds as a claim through the Courts) to provide information in relation to the claim which is accurate and true to the best of your knowledge and honest belief. One of the ways you do that is through Parker Kerrigan's online sign-up questionnaire. You are also acknowledging that, on the basis of the information you provide in the sign-up questionnaire, I am, or another partner at Parker Kerrigan is, authorised to sign a statement of truth on your behalf if necessary.

What we will do

23. Pursuant to your instructions, we will:
- 23.1 identify the claims you are entitled to bring: using technology and third-party system integrations, we identify all finance agreements that may be in scope for a claim, even if you no longer have your old agreements. Many clients are unaware of all of the potential claims they may have, and it is not certain that lenders will contact you in relation to all of your

agreements —our process ensures nothing is missed;

- 23.2 retrieve all necessary documentation: we will contact lenders on your behalf to recover all relevant loan agreements and commission records. We will send the lenders a copy of your Letter of Authority, which confirms our authority to act and your instructions to deal with us. Most clients do not keep precise records, and finance companies may not readily provide them unless legally required. We will seek disclosure not only of the commission arrangements that applied to your specific case but also any arrangements which may have an indirect bearing on the fairness of the lending in your case, such as whether the lender pre-paid commissions to the dealer, rewarded the dealer for the volume of business it achieved, or had any other tied commercial relationship with the dealer. One of the advantages of instructing us will be that we will press the defendants to disclose the commissions you paid, the incentives they offered the dealership and the nature of their commercial arrangements, and if a lender claims that they do not hold your records, we can cross-check with disclosure from other clients' cases from a similar period in order to argue what your commission type and level is likely to have been in case this results in a higher amount than the default provisions in the scheme which deal with what should happen if records cannot be traced;
- 23.3 investigate any other misconduct and potential claims and build your case: we will analyse all agreements to determine if lenders or dealerships broke financial rules, such as non-disclosure of commissions or unfair interest rate setting. We will use our knowledge of industry patterns, lender practices, and the law to strengthen your claim;
- 23.4 prepare and submit complaints on your behalf: if the circumstances of your case support a complaint we will draft and submit formal complaint letters setting out the legal basis of your claim in clear and compelling terms, articulating a complaint or regulatory grounds for breaches amongst other things of your lender's obligations under the Consumer Credit Sourcebook, and a parallel claim under s140 Consumer Credit Act 1974; and if a defendant enters into or threatens to enter into a Scheme of Arrangement under Part 26 of the Companies Act 2006 pursuant to which you are or will be taken to have settled your claim on terms dictated by the Scheme, we will make appropriate representations on your behalf as to the terms of the Scheme and submit your claim for compensation on the terms dictated by the Scheme;
- 23.5 handle all communications and, as necessary, negotiations: we will take care of all correspondence with the finance company, meaning that you will not have to: our team will assess any compensation offered to ensure that you are not being low-balled but are offered the correct amount according to the scheme methodology and, subject to the authority given by this letter, negotiate with lenders to ensure the best outcome;
- 23.6 advise you on whether it may be in your interest to litigate over your claim as an alternative route; and

- 23.7 ensuring compliance and maximise the chance of success: our process follows all recognised legal and financial complaint procedures, ensuring claims are handled properly and with reduced risk of rejection: we monitor deadlines, track responses, and escalate complaints where necessary, including referring (or empowering you to refer) cases to the Financial Ombudsman Service if required or advisable.

Settlement

24. If the defendant makes an offer to settle your claim which comes within 15% of the amount we calculate is due to you, and it does not appear advisable for you to litigate your claim, you authorise us to accept the offer. The reason for this is that the FCA has now confirmed its Motor Finance Consumer Redress Scheme, under which lenders will be required to produce offers of redress to eligible consumers once the Scheme commences. One of the advantages of employing our services is that we will be able to check the lenders' calculations to ensure that our clients are not being under-compensated, but there is a point at which challenging the level of redress offered will not make economic sense. We will (see below) be able to refer your claim to the Financial Ombudsman Service if it is rejected or if the offer is inadequate, but there will be costs and further delays associated with this.

The Financial Ombudsman Service

25. If your lender or lenders reject your claim or offer an inadequate amount, you authorise us to refer your complaint to the Financial Ombudsman Service. We will only do so if it appears to us that it is likely that your claim will succeed. There are likely to be costs associated with making a complaint to the Financial Ombudsman Service which would not be incurred by you if you were to make a complaint yourself. The likely fees are £260 on submission of the complaint, reduced to £80 in the event that the claim succeeds. We will pay the £260 fee if (at our discretion) this appears to be warranted commercially. In that event, if the claim succeeds, we will seek repayment of the £80 from your damages, i.e. you remain liable for this – but only if your claim succeeds. We will advise you on bringing a complaint to the Ombudsman. If we think that the better course is to empower you to make a complaint yourself to the Financial Ombudsman Service, we will draft an appropriate letter for you.

Communications with you

26. We will keep you regularly updated as to the progress of your claim. Because of the number of claims in which we expect to be acting, we hope that it will be understood that many of the communications you will receive will be automated or generic, and we would discourage you from telephoning us; but if the information you receive does not answer your questions, we will of course deal with them.

Our team, and the way we will be paid

27. I am a partner in the firm. I will lead the team dealing with your case and I will be responsible for its overall supervision.
28. **We are proposing to act on the basis of a damages-based agreement (or 'DBA')** which is a kind of 'no-win, no-fee' arrangement under the terms of which you will pay a percentage of any compensation you receive to Parker Kerrigan. The DBA is enclosed at Schedule 1. It is important that you read it in full. The document provides that we will only charge you if you recover money.

29. If you resolve the claim prior to formal litigation, the charge will be:
- 29.1 **30% + VAT, up to a maximum of £420, of the Claim Proceeds**^[3] in relation to a motor finance contract between £1 and £1,499;
- 29.2 28% + VAT, up to a maximum of £2,500, of the Claim Proceeds in relation to a motor finance contract between £1,500 and £9,999;
- 29.3 25% + VAT, up to a maximum of £5,000, of the Claim Proceeds in relation to a motor finance contract between £10,000 and £24,999;
- 29.4 20% + VAT, up to a maximum of £7,500, of the Claim Proceeds in relation to a motor finance contract between £25,000 and £49,999; and
- 29.5 15% + VAT, up to a maximum of £10,000, of the Claim Proceeds in relation to a motor finance contract above £50,000.
30. **Different terms will apply if it is necessary for us to commence a formal litigation process. The reason for the differential is that the cost to us is higher (including the cost of purchasing insurance to protect from the cost risks of litigation) if we are required to issue proceedings and take steps through the courts. If, which we advise is not a likely outcome, it is necessary to commence proceedings in your case in Court, an Alternative DBA will come into force, under which we would charge 40% of the Claim Proceeds + VAT, which would entirely replace the DBA in those circumstances in relation to all work done to that date and to be done and the DBA would then no longer be of any effect at all.**
31. **The effect of the DBA, to repeat what I say above, is that we will only charge you a percentage fee if your claim succeeds. Nonetheless, as set out in more detail in our terms and conditions of business, we also record the time we spend on the case because:**
- 31.1 We may be able to claim back a proportion of the cost of that work from the Defendant in the event that you win the claim or are successful at an interim hearing. These costs would be calculated on the basis of the time we have spent on the claims, and would reduce the amount of the fee you pay under the DBA; and;
- 31.2 The value of our time may be relevant if our DBA is terminated.
32. You agree that any redress of whatever kind payable to you is paid first to an account nominated by us, from which the net amount due to you after deduction of our fees will be paid to you. Your Letter of Authority records this agreement and instructs each lender to

respect it.

Non-monetary payments to you

33. It is possible that the redress you are offered or awarded will, in addition to or instead of a cash payment, contain some other element, whether through a reduction in the overall amount that you may owe under a motor finance agreement, or a discount against a future purchase or otherwise. You agree that for the purposes of calculating Parker Kerrigan's DBA fee, the value of any non-cash payment to you will be taken into account.

Fee sharing

34. We may agree to hold a proportion of Parker Kerrigan's DBA fee to pay to a third-party litigation funder in return for finance provided to Parker Kerrigan to enable us to financially support and pursue the claims. We may also hold a proportion of the DBA fee to pay sums to third parties with whom we are working or who assists us in making the possibility of joining the claim known to potential clients. This does not affect the amount you will pay to us, or the overall amount of money that you will receive.

Disbursements

35. **We will incur Disbursements on your behalf for which you are liable if your claim succeeds. They will be paid in the first instance on your behalf by Parker Kerrigan. The disbursement we are most likely to have to pay is a fee to submit the claim to the Financial Ombudsman Service, if that is necessary. If we are required to pay a fee, we will fund it in the first instance but will retain the right to seek its repayment at the conclusion of the case if (and only if) it is successful and if the Financial Ombudsman Service does not return the fee to us. The fee is likely to be £260 upfront, reduced to £80. We ask for repayment from you of £80 if and only if you win out of your redress payment.**

Distribution of Claim Proceeds

36. If you receive a redress payment, we will not handle the money ourselves, but will direct your lender to pay monies due to a secure third-party claims distributor such as ShieldPay or GC Partners. At the appropriate stage, ShieldPay, GC Partners (or another distributor we employ) will make contact with you to discover where you wish the funds to be directed and will also deal with the distribution of Parker Kerrigan's fee and payments to any third parties from within Parker Kerrigan's fee.

Litigation Management Agreement ('the LMA')

37. As mentioned above, your claim will probably be run individually but is potentially one of a large number of similar claims. It is possible that by sharing information and costs between the claims, we can potentially achieve economies of scale and bring your claim more effectively than would otherwise be possible. It is not, however, presently clear how (other than through sharing the cost of work that is common to all claims) your claim may be managed together with others, and our working assumption is that it will not have to be.
38. **The LMA, which can be viewed [here](#) and at Schedule 2, is therefore a prospective**

agreement between you, us, and all the other Claimants which is unlikely to come into force. Amongst other things, you and the other Claimants agree with us and with each other that you are willing to share information (within your claim against the Defendant and with regard to other similar claims being conducted by Parker Kerrigan against other defendants) for your common benefit and, *if and only if* it appears to us to be in your interest for the claims to be run as a group, to assign certain management powers to a Committee, which will instruct us day-to-day and will make decisions about the running of the case on your behalf. The LMA will come into force if and to the extent that we advise that it would be expedient to run your case collectively with others and we write to you and other clients in the same position to inform you that it has come into force. Otherwise we will run your claim on an individual basis. The intention is to give us and you the maximum flexibility as to how to manage your claim and the claims of other clients with similar claims.

After the event insurance ('ATE insurance') and the risk of adverse costs

39. Your claim is likely to be resolved without formal litigation, which means that there is no cost risk. But if a claimant in High Court or County Court litigation sues a defendant and loses, or if a claimant brings a claim but later withdraws it, the claimant is usually ordered to pay the defendant's costs (these are often known as 'adverse costs').
40. We will seek to eliminate that risk by arranging ATE insurance for the claims, which will pay out if the claims fail and the claimants are ordered to pay adverse costs. If we run the claims as a group, through the LMA you delegate to the Committee the authority to approve and enter into ATE policies on your behalf. We will not issue a County Court or High Court claim form, or a pre-action High Court application, unless a policy of ATE insurance is in place to protect you and us from the risk of adverse costs as per the above. You agree that, so far as possible, we should source ATE insurance on terms that at least some of the premium is deferred, so that it is paid only if the claim succeeds. If it is necessary to pay any upfront premiums, we or the funders will bear that cost in the first instance, and will only be repaid if the claims succeed. Your Proportionate Share of any deferred premiums will be paid by you from your Claim Proceeds in addition to the Solicitors' Fee.

Disclosure

41. It is important that you act now to preserve copies of all of your paper and electronic documents that may be relevant to your case because it may, in due course, be necessary to provide the other side with all of the documents in your possession or control which are relevant to the case, regardless of whether or not they help your case or damage it. At this early stage, it will not always be obvious what documents are and are not relevant, so the prudent thing to do is to make sure that you keep everything relating to your agreement with the Defendant.

Right to Cancel

42. You have the right to cancel this contract within 14 days of receipt without giving any reason. The cancellation period will expire after 14 days from the date of this letter. If you wish to exercise your right to cancel, you must inform us clearly, by post, fax or e-mail. You will meet the cancellation deadline if you send your communication before the period

expires, even if we do not receive it until after the cancellation period has expired.

43. We are not permitted to carry out work for you before the end of the cancellation period unless you have made an express request that we should do so. By agreeing to this engagement letter, you confirm that you make an express request of us to begin work immediately.

Professional indemnity insurance, limitation of liability and restriction of our duty

44. The firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Our compulsory layer of professional indemnity insurance is with Travelers Insurance Company Limited and Allianz Global Corporate & Speciality AG (as to 50% each). We will provide details of the cover on request.
45. To the extent permitted by law, our liability to you for any loss or damage that you may suffer will be limited to that proportion which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you. The Firm's total liability for any loss or costs incurred by you in relation to our work on your case shall be limited to £5 million. This is subject always to an aggregate cap in relation to related claims or a series of similar claims of £5 million. This means that where we have agreed to act for more than one client jointly or separately in relation to a claim or series of similar claims, this limit of liability applies to the total of all claims by all such clients and not separately to each client.
46. You agree that although we may investigate whether it is possible to bring an irresponsible lending claim on your behalf (that is, a claim that the finance company should never have agreed to lend you the money because of your financial circumstances) Parker Kerrigan has no duty to advise you in relation to such a claim or to pursue it.
47. You agree that it is your responsibility to check the motor finance agreements we find for you, to alert us if you believe that the credit check has failed to identify one or more agreements, and to provide us with sufficient information to conduct further searches.

Client due diligence

48. To confirm your identity, our normal practice is to run an online check against your name, address and date of birth. If that is unsuccessful, we may ask for further information to enable us to conduct another online check or we may ask you to produce documentation of your identity, such as a certified copy of your driving licence and a utility bill (or some other similar document which shows proof of address).
49. You have authorised us to carry out a 'soft' credit check in order to check your motor finance agreements and in order to facilitate this are agreeing to the privacy notices of our external providers, Valid8 IP Limited and TAL Marketing Group Limited as well as our own.
50. For the avoidance of doubt, we are relying on the information you have given us in the

online registration questionnaire, and Parker Kerrigan accepts no responsibility for checking the accuracy of that information.

Privacy Notices

51. I enclose my firm's Privacy Notice at Schedule 3 to this letter. This document explains how we will collect and process your personal data, how we will use that data, and why. When you agree to our terms of engagement, you confirm that you have read the Privacy Notice and give your consent to the processing of your data as set out in that notice. Also enclosed at Schedule 3 are the privacy notices of Valid 8 IP Limited and TAL Marketing Group Limited, the external providers through which we will carry out credit checks. When you agree to our terms of engagement, you also confirm that you have read Valid8 IP Limited's and TAL Marketing Group Limited's privacy notices and give your consent to the processing of your data as set out in those notices.

Acceptance of these Terms

52. By signing this engagement letter and agreeing to it and all related documents online, you are deemed to accept its terms and agree to be bound by it. You have also executed a Letter of Authority, the Form of Acknowledgement of Understanding of the Consequences of Entering an Agreement to Use the Services of a Law Firm for Your Motor Finance Claim, the DBA, the Alternative DBA and the LMA in respect of each of your claims, and agree that the effect of these documents is that if your claim results in a payment to you, or if you cancel your retainer after 14 days, or if you do not comply with the terms of this engagement letter or its enclosures, you will incur an obligation to pay Parker Kerrigan. You agree that the signature you provided in the course of the onboarding process is to be affixed to each of the agreements that require a signature. You further specifically confirm that you have read Parker Kerrigan's Privacy Notice and the privacy notices of Valid8 IP Limited and TAL Marketing Group Limited and you consent to the use of your personal data for the purposes specified.

Moving forward

53. **As I have mentioned a number of times in the course of this letter, the FCA has now made an industry-wide Motor Finance Consumer Redress Scheme (PS26/3, 30 March 2026), through which it is possible for you to make a claim directly, free of charge, once the Scheme commences (currently the subject of delays caused by the legal challenges referred to at paragraph 10 above). There are also consumer organisations such as Resolver which offer a free service and guides as to how to claim as an individual, and, the FCA itself also offers guidance on its website as to how you may make a complaint to your lender, including by sending a template complaint letter, which may be found here: [template letter \(DOCX\)](#).**
54. Having regard to all of the above, you should only proceed to instruct us if you are happy that, the reasons we have highlighted above make it worth it to you to proceed. When you proceed to instruct us, your signature will be appended to the Form of Acknowledgement of Understanding of the Consequences of Entering an Agreement to Use the Services of a Law

Firm for Your Motor Finance Claim which appears at Schedule 8.

With that caveat, we are delighted to act for you. If you have any questions or comments about this letter, or about our services or during the period for which we act for you, then please let me know.

We remind you that, as a result of agreeing to the terms of this engagement online, your signature has been affixed electronically to this engagement letter and all related documents.

We are delighted to have the opportunity to work for you.

Yours faithfully



I agree and accept the terms
of this engagement letter
and its schedules.

.....
**Damon Parker -
Partner**

**For and on behalf
of**

**Harcus Parker
Limited, trading as
Parker Kerrigan**

Enclosures:

1. Schedule 1: Damages Based Agreement
2. Schedule 1A: Alternative Damages Based Agreement
3. Schedule 2: Litigation Management Agreement
4. Schedule 3: Parker Kerrigan's Privacy Notice and the privacy notices of Valid8 IP Limited and TAL Marketing Group Limited
5. Schedule 4: Glossary of defined terms
6. Schedule 5: Parker Kerrigan's standard terms and conditions of business
7. Schedule 6: Notice of right to cancel and cancellation form
8. Schedule 7: Letters of Authority
9. Schedule 8: Form of Acknowledgement of Understanding of the Consequences of Entering an Agreement to Use the Services of a Law Firm for Your Motor Finance Claim
- 1.

SCHEDULE 1

FORM OF DAMAGES-BASED AGREEMENT TO BE AGREED IN RESPECT OF EACH CLAIM

1 **Date**

The date of this agreement is the date upon which you accept its terms.

2 **The parties**

This is an agreement made between:

- (1) You; and
- (2) Marcus Parker, trading as Parker Kerrigan.

3 **Background**

- (A) You are entering into this agreement in order to bring a claim against the Defendant, namely _____ (and/or any Other Defendant against whom you are advised to pursue a related claim) in relation to your motor finance agreement. ("**the Claim**").
- (B) This agreement is to be read as a separate DBA in respect of each of your motor finance claims.
- (C) The Solicitors' Fee under this DBA is:
 - 30% + VAT, up to a maximum of £420, of the Claim Proceeds in relation to a motor finance contract between £1 and £1,499;
 - 28% + VAT, up to a maximum of £2,500, of the Claim Proceeds in relation to a motor finance contract between £1,500 and £9,999;
 - 25% + VAT, up to a maximum of £5,000, of the Claim Proceeds in relation to a motor finance contract between £10,000 and £24,999;
 - 20% + VAT, up to a maximum of £7,500, of the Claim Proceeds in relation to a motor finance contract between £25,000 and £49,999; and
 - 15% + VAT, up to a maximum of £10,000, of the Claim Proceeds in relation to a motor finance contract above £50,000;
- (D) Claim Proceeds include, if relevant, non-monetary compensation.
- (E) You are potentially one of a number Claimants who have instructed Parker Kerrigan to bring claims similar to yours. We will pursue your claim as an individual claim, but if it is necessary to resort to litigation and we deem that the claims are suitable to be managed together and Court proceedings are issued, but not otherwise, the Alternative DBA will apply instead of this DBA and Parker Kerrigan will manage your Claim as part of the Proceedings, as set out in the Litigation Management Agreement ('LMA'), and the LMA will only apply if and when we notify you in writing that it does apply.
- (F) This agreement should be read alongside Parker Kerrigan's engagement letter, along

with the LMA, the Alternative DBA and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.

- (G) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without independent legal advice.

4 This agreement

- 4.1 The claim to which this agreement relates is the Claim.
- 4.2 This agreement covers all of the work done by Parker Kerrigan in respect of the Claim from the date of this agreement; and
- 4.3 This agreement does not cover any counterclaim which might be made against you by the Defendant.
- 4.4 This agreement does not, and cannot, apply if and in the event that the Claim is issued in court and in that event, this DBA will be of no effect at all and will be replaced entirely by the Alternative DBA in respect of all work done and to be done on your Claim.

5 What happens if you Win?

- 5.1 If you Win, you will pay:

- i) subject to clause 5.2, the Solicitors' Fee; plus
- ii) (if it is necessary to refer your complaint to the Financial Ombudsman Service, which will necessitate an upfront payment by us of £260, to be reduced to £80 if your complaint is upheld). You will be liable to pay this.

- 5.2 The Solicitors' Fee (including VAT) cannot in any circumstances exceed 50% of the Claim Proceeds.

6 What happens if you lose?

You will not be required to pay anything to Parker Kerrigan.

7 Calculation of the Solicitors' Fee

Our reasons for setting the Solicitors' Fee at the level set out above include:

- 7.1 If your Claim does not succeed, Parker Kerrigan will not receive the Solicitors' Fee. It is taking a significant risk in agreeing to undertake your Claim pursuant to a DBA.
- 7.2 Parker Kerrigan has obtained or will obtain third party litigation funding to cover some of the costs of bringing the Claim. Such funding is on terms which require the funder to be repaid by Parker Kerrigan on success.
- 7.3 Parker Kerrigan is likely to undertake work for a long period without payment from you.
- 7.4 Parker Kerrigan has incurred significant costs and expenses prior to your entering into this agreement, at the risk of the Claim proving impossible to bring.

7.5 There is a risk of delay and uncertainty as to the ultimate outcome of the Claim.

7.6 The fee we propose to charge is approved in the SRA Claims Management Fees Rules.

8 Invoicing at the conclusion of the case

8.1 In the event that the Solicitors' Fee becomes payable, Parker Kerrigan shall raise an invoice to you. The invoice shall set out a computation of the payment due and shall identify the relevant VAT sum which shall be paid to Parker Kerrigan.

8.2 Such fees as are payable by you will be paid to Parker Kerrigan within 30 days of the date of invoicing.

8.3 In the event that the Solicitors' Fee becomes payable, you agree to use your best endeavours to procure that the Claim Proceeds (or, if more practicable, the Solicitors' Fee only together with any Disbursements) shall be paid at Parker Kerrigan's direction to a distribution agent and distributed in accordance with this agreement.

8.4 You agree to assist Parker Kerrigan to recover any money due to you in connection with the Claim, including by permitting Parker Kerrigan to take action in your name to enforce any order or agreement.

9 Termination

9.1 It is Parker Kerrigan's intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either you or Parker Kerrigan may wish to end this agreement before then.

9.2 If it is necessary to commence proceedings in Court to pursue your Claim, this DBA will be replaced by the Alternative DBA.

9.3 You may cancel this agreement within 14 days without financial cost to you. See Schedule 6 for more details.

9.4 You may terminate this agreement at any time by emailing info@motorfinance.parkerkerrigan.co.uk and giving 14 days' notice of your intention to terminate the DBA.

9.5 Parker Kerrigan can end this agreement if:

i) you act unreasonably by, for example:

(1) failing to give Parker Kerrigan clear or timely instructions, so that they consider that they cannot do their work properly;

(2) breaching any obligations under this DBA or under the LMA; or

(3) misleading Parker Kerrigan;

ii) you become an Obstructive Claimant;

iii) Parker Kerrigan discovers that you have instructed another law firm to prosecute the Claim on your behalf;

- iv) it would breach Parker Kerrigan's professional obligations to continue to act for you;
- v) ordered to do so by a Court;
- vi) Parker Kerrigan comes to the view that you are unlikely to win and/or should withdraw the Claim or the value of the Claim does not make it worthwhile for Parker Kerrigan to pursue the Claim; or if
- vii) Parker Kerrigan fails successfully to obtain third-party funding for the continued pursuit of the Claim.

9.6 In the event of Parker Kerrigan terminating this agreement, Parker Kerrigan shall explain in full its reasons for ending the agreement.

9.7 In circumstances of termination where you have achieved or go on to achieve a Win, you will remain liable for the Solicitors' Fee and Disbursements. In those circumstances, Parker Kerrigan has an absolute discretion to charge you a lesser sum in respect of the Solicitors' Fee. In considering whether to do so, and, if so, how much lesser a sum, Parker Kerrigan may take account of all the relevant circumstances, which may include such matters as:

- i) the expense and time incurred by Parker Kerrigan on your behalf in bringing the Claim, and the stage of the Proceedings at which the agreement was terminated;
- ii) the value of your Claim, and the proportion of the Proceedings made up by your Claim; and
- iii) your reasons for terminating this agreement, and in particular whether your motivation for doing so was in whole or in part to seek to frustrate the payment of the Solicitors' Fee,

but you will remain liable for the Solicitors' Fee in full after you achieve a Win unless and until Parker Kerrigan decides in its absolute discretion that some lesser sum shall be due in respect of the Solicitors' Fee.

10 **Transfer to a new law firm**

10.1 Parker Kerrigan may notify you, using the email address which you provided to Parker Kerrigan in the course of engaging it to act for you, that your Claim will henceforth be carried on by a different firm to Parker Kerrigan which will:

- i) act for you on the same basis as Parker Kerrigan and under the terms of this agreement as applied to the successor firm instead of Parker Kerrigan and, subject to that, this DBA would continue with the successor firm in place of Parker Kerrigan and would not be terminated;
- ii) be authorised to carry on legal services and carry the appropriate insurance.

10.2 You authorise Parker Kerrigan to enter into a novation agreement on your behalf and as your agent in favour of the new firm, subject to clause 10.1 above.

10.3 In that event, subject to clauses 10.1 and 10.2 above and to any further agreement between the parties, that the terms of the DBA shall continue apply as between you and

Parker Kerrigan up to the date that the successor practice take over, and the DBA with the new firm shall apply from that date onwards, so that the fee is shared in proportion to the length of time each firm is instructed as at the date of receipt of Claim Proceeds.

10.4 Should such a transfer occur, Parker Kerrigan may, at its absolute discretion, transfer any or all of its rights under this DBA (including, for the avoidance of doubt, its rights to receive the Solicitor's Fee and Disbursements) to a third party.

11 **Authority of Parker Kerrigan to enter new DBA on your behalf**

It is expressly anticipated, and you hereby authorise Parker Kerrigan to act as your agent for the purpose of, entering into a replacement DBA (a '**Replacement DBA**') in the event that:

- i) the DBA Regulations 2013 are amended or replaced; or
- ii) the carriage of the Claim is to be transferred into a new practice,

provided that any Replacement DBA should be on terms no less favourable to you than this agreement and should so far as possible have retrospective effect to the date we commenced work on this project.

12 **Your understanding of Parker Kerrigan's reliance**

If any part of this agreement should prove to be invalid or unenforceable, the parties shall negotiate in good faith to give effect to the intentions of the parties in entering this agreement.

13 **No liability of Parker Kerrigan for Adverse Costs**

Subject to the court's jurisdiction to award costs against Parker Kerrigan under the wasted costs jurisdiction or otherwise under Section 51 of the Senior Courts Costs Act 1981, the Claimants agree to use their best endeavours not to do any act so as to cause Parker Kerrigan to become liable for the costs of any opponent in the Claim.

14 **Severability**

If any of the provisions of this Agreement are found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

15 **Governing Law and Jurisdiction**

15.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

15.2 Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal

place, of the arbitration shall be London.

16 Execution

16.1 In making this DBA available for signature, Parker Kerrigan has given its agreement to its terms. In addition, Parker Kerrigan will execute a single copy of this agreement and such execution shall be evidence of Parker Kerrigan's agreement with every Claimant who agrees to this agreement.

16.2 You confirm your irrevocable agreement to the terms of this agreement by giving your electronic consent to it and/or by signing the engagement letter to which this agreement is enclosed as a schedule.



Signed:

For and on behalf of Marcus Parker Limited, trading as Parker Kerrigan

SCHEDULE 1 A

ALTERNATIVE DAMAGES-BASED AGREEMENT

1 Date

The date of this agreement is the date upon which you accept its terms.

2 The parties

This is an agreement made between:

- (1) You; and
- (2) Marcus Parker Limited, trading as Parker Kerrigan.

3 Background

- (A) You are entering into this agreement in order to bring a claim against the Defendant, namely _____ (and/or any Other Defendant against whom you are advised to pursue a related claim) in relation to your motor finance agreement ("**the Claim**").
- (B) You are potentially one of a number Claimants who have instructed Parker Kerrigan to bring claims similar to yours. This Alternative DBA will come into force if and only if proceedings are commenced in Court to pursue your Claim, whereupon the Litigation Management Agreement ('LMA') will also come into force. In those circumstances, this Alternative DBA will replace entirely the DBA for all work done and to be done, and the DBA will then in those circumstances be of no effect.
- (C) This agreement is enclosed with and should be read alongside Parker Kerrigan's engagement letter, along with the LMA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.
- (D) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without independent legal advice.

4 This agreement

- 4.1 This is a DBA which is made under section 58AA(3) of the Courts and Legal Services Act 1990 and the DBA Regulations 2013.
- 4.2 The claim to which this agreement relates is the Claim.
- 4.3 This agreement covers:
 - i) all of the work done by Parker Kerrigan in respect of the Claim from the date you agreed to Parker Kerrigan's engagement letter in this matter; and
 - ii) any appeal proceedings which may be brought by you or by the Defendant (or any other party to the Claim).
- 4.4 This agreement does not cover any counterclaim which might be made against you by

the Defendant.

5 What happens if you Win?

5.1 If you Win, you will pay:

- i) subject to clause 5.4, the Solicitors' Fee; plus
- ii) your Proportionate Share of the Disbursements.

5.2 The Solicitors' Fee is calculated before the payment by you of tax (if any) on the amount awarded.

5.3 The Solicitors' Fee payable by you shall in all circumstances be net of:

- i) any costs (including fixed costs under Part 45 of the Civil Procedure Rules 1998); and
- ii) any sum in respect of barristers' fees incurred by Parker Kerrigan, that have been paid or are payable by another party to the proceedings by agreement or order.

5.4 The Solicitors' Fee cannot in any circumstances exceed 50% (including VAT) of the Claim Proceeds.

5.5 Your liability for Disbursements incurred by Parker Kerrigan shall in all circumstances be net of any amount of Disbursements which have been paid or are payable by another party to the proceedings by agreement or order.

5.6 If you Win, then in ordinary circumstances the Defendants will be liable to pay all or some of your costs and Disbursements, but in such circumstances, your costs will be subject to assessment by the court in accordance with CPR rule 44.3 on the basis primarily or exclusively of a reasonable number of hours multiplied by reasonable hourly rates, rather than as a percentage of the Claim Proceeds as provided for in this DBA. In addition, you cannot recover from the Defendants more costs than the total amount payable by you to us under this Alternative DBA, pursuant to CPR rule 44.18.

6 Interim Applications / Parts of the Proceedings and Costs Awards

If, before your Claim finally concludes, there is a court decision or agreement that requires a Defendant to pay all or part of your costs and/or Disbursements, then you shall be liable to us in those circumstances for (a) the costs and Disbursements incurred solely in respect of your Claim and (b) your Proportionate Share of: i) the costs incurred jointly in respect of your Claim and the claims of another or others, on the basis of the hours spent multiplied by the relevant hourly rates notified to you; and ii) the Disbursements incurred jointly in respect of your Claim and the claims of another or others; but in each case of (a) and (b), your liability is only to the extent that such costs and/or Disbursements are recovered from another party to your Claim. We may apply such costs in accordance with the Court's ruling and/or alternatively on account of your liability to pay Disbursements and/or the Solicitors' Fee if you

win overall.

7 What happens if you lose?

7.1 If your Claim ends without a Win then, subject to clause 7.2:

- i) you will remain liable for (a) the Disbursements incurred solely in respect of your Claim and (b) your Proportionate Share of the Disbursements incurred jointly in respect of your Claim and the claims of another or others, but Parker Kerrigan will indemnify these for you and, in the first instance, agrees to pay these on your behalf; and
- ii) save in respect of clause 7.1(i) immediately above, you will not be required to pay anything to Parker Kerrigan.

7.2 For the avoidance of doubt, if you or we terminate this agreement in accordance with clause 11 (or otherwise in accordance with the general law) and your claim ends without a Win, Parker Kerrigan may, at its absolute discretion, choose to waive the indemnity given in sub-clause 7.1(i).

8 Disbursements

By entering into the LMA, you authorise the Committee to authorise Parker Kerrigan to incur Disbursements on your behalf. You agree that Parker Kerrigan shall arrange for the Disbursements to be paid on your behalf but you shall remain liable to pay the Disbursements subject to the terms of this DBA.

9 Calculation of the Solicitors' Fee

The Solicitors' Fee has been set at 40% plus VAT (inclusive of VAT, this equates to a Solicitors Fee of 48%) of the Claim Proceeds if you win or settle after the issue of proceedings. Our reasons for setting the Solicitors' Fee at this level include:

- 9.1 If your Claim does not succeed, Parker Kerrigan will not receive the Solicitors' Fee. It is taking a significant risk in agreeing to undertake your Claim pursuant to a DBA.
- 9.2 Parker Kerrigan has obtained or will obtain third party litigation funding to cover some of the costs of bringing the Proceedings. Such funding is on terms which require the funder to be repaid by Parker Kerrigan on success.
- 9.3 Parker Kerrigan is likely to undertake work for a long period without payment from you.
- 9.4 Parker Kerrigan has incurred significant costs and expenses prior to your entering into this agreement, at the risk of the Proceedings proving impossible to bring.
- 9.5 There is a risk that, if the matter proceeds to Court interim or final decisions of the Court may be appealed, which would cause further delay and uncertainty as to the ultimate outcome of the Proceedings.

10 Invoicing at the conclusion of the case

10.1 In the event that the Solicitors' Fee becomes payable, Parker Kerrigan shall raise an invoice to you. The invoice shall set out a computation of the payment due and shall

identify the relevant VAT sum which shall be paid to Parker Kerrigan.

- 10.2 Such fees as are payable by you will be paid to Parker Kerrigan within 30 days of the date of invoicing.
- 10.3 In the event that the Solicitors' Fee becomes payable, you agree to use your best endeavours to procure that the Claim Proceeds (or, if more practicable, the Solicitors' Fee only together with the Disbursements) shall be paid at Parker Kerrigan's direction to a distribution agent and distributed in accordance with this agreement and the LMA.
- 10.4 You agree to assist Parker Kerrigan to recover any money due to you in connection with the Claim, including by permitting Parker Kerrigan to take action in your name to enforce any order or agreement.

11 Termination

- 11.1 It is Parker Kerrigan's intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either you or Parker Kerrigan may wish to end this agreement before then.
- 11.2 You may cancel this agreement within 14 days without financial cost to you. See Schedule 6 for more details.
- 11.3 You may terminate this agreement at any time by emailing info@motorfinance.parkerkerrigan.co.uk and giving 14 days' notice of your intention to terminate the DBA.
- 11.4 Parker Kerrigan can end this agreement if:
- i) you act unreasonably by, for example:
 - (1) failing to give Parker Kerrigan clear or timely instructions, so that they consider that they cannot do their work properly;
 - (2) breaching any obligations under this DBA or under the LMA; or
 - (3) misleading Parker Kerrigan;
 - ii) you become an Obstructive Claimant;
 - iii) Parker Kerrigan discovers that you have instructed another law firm to prosecute the Claim on your behalf;
 - iv) it would breach Parker Kerrigan's professional obligations to continue to act for you;
 - v) ordered to do so by a Court;
 - vi) Parker Kerrigan come to the view that you are unlikely to win and/or should withdraw the Claim or the value of the Claim does not make it worthwhile for Parker Kerrigan to pursue the claim; or if
 - vii) Parker Kerrigan fails successfully to obtain third-party funding for the continued

pursuit of the Claim.

11.5 In the event of Parker Kerrigan terminating this agreement pursuant to clause 11, Parker Kerrigan shall explain in full its reasons for ending the agreement.

11.6 In circumstances of termination other than where you achieve a Win, you will be liable just for your Proportionate Share of Disbursements in accordance with clause 7.1 above and nothing else. In these circumstances, clause 7.2 will apply.

11.7 In circumstances of termination where you have achieved or go on to achieve a Win, you will remain liable for the Solicitors' Fee and Disbursements. In those circumstances, Parker Kerrigan has an absolute discretion to charge you a lesser sum in respect of the Solicitors' Fee. In considering whether to do so, and, if so, how much lesser a sum, Parker Kerrigan may take account of all the relevant circumstances, which may include such matters as:

- i) the expense and time incurred by Parker Kerrigan on your behalf in bringing the Claim, and the stage of the Proceedings at which the agreement was terminated;
- ii) the value of your Claim, and the proportion of the Proceedings made up by your Claim; and
- iii) your reasons for terminating this agreement, and in particular whether your motivation for doing so was in whole or in part to seek to frustrate the payment of the Solicitors' Fee,

but you will remain liable for the Solicitors' Fee in full after you achieve a Win unless and until Parker Kerrigan decides in its absolute discretion that some lesser sum shall be due in respect of the Solicitors' Fee.

12 **Transfer to a new law firm**

12.1 Parker Kerrigan may notify you, using the email address which you provided to Parker Kerrigan in the course of engaging it to act for you, that your Claim will henceforth be carried on by a different firm to Parker Kerrigan which will:

- i) act for you on the same basis as Parker Kerrigan and under the terms of this agreement as applied to the successor firm instead of Parker Kerrigan and, subject to that, this DBA would continue with the successor firm in place of Parker Kerrigan and would not be terminated within clause 11 above or at all;
- ii) be authorised to carry on legal services and carry the appropriate insurance.

12.2 You authorise Parker Kerrigan or the Committee to enter into a novation agreement on your behalf and as your agent in favour of the new firm, subject to clause 12.1 above.

12.3 In that event, subject to clause 12.1 above and to any further agreement between the parties, that the terms of the DBA shall continue apply as between you and Parker Kerrigan up to the date that the successor practice take over, and the DBA with the new firm shall apply from that date onwards, so that the fee is shared in proportion to the length of time each firm is instructed as at the date of receipt of Claim Proceeds.

12.4 Should such a transfer occur, Parker Kerrigan may, at its absolute discretion, transfer

any or all of its rights under this DBA (including, for the avoidance of doubt, its rights to receive the Solicitor's Fee and Disbursements) to a third party.

13 **Authority of Committee to enter new DBA on Claimants' behalf**

It is expressly anticipated, and you hereby authorise the Committee to act as your agent for the purpose of, entering into a replacement DBA (a '**Replacement DBA**') in the event that:

- i) the DBA Regulations 2013 are amended or replaced; or
- ii) Parker Kerrigan notifies the Committee that the carriage of the Claim is to be transferred into a new practice,

provided that any Replacement DBA should be on terms no less favourable to you than this agreement and should so far as possible have retrospective effect to the date we commenced work on this project.

14 **Claimants' understanding of Parker Kerrigan's reliance**

If any part of this agreement should prove to be invalid or unenforceable, the parties shall negotiate in good faith to give effect to the intentions of the parties in entering this agreement.

15 **No liability of Parker Kerrigan for Adverse Costs**

Subject to the court's jurisdiction to award costs against Parker Kerrigan under the wasted costs jurisdiction or otherwise under Section 51 of the Senior Courts Costs Act 1981, the Claimants agree to use their best endeavours not to do any act so as to cause Parker Kerrigan to become liable for the costs of any opponent in the Claim.

16 **Severability**

If any of the provisions of this Agreement are found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17 **Governing Law and Jurisdiction**

17.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

17.2 Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal

place, of the arbitration shall be London.

18 **Execution**

18.1 In making this Alternative DBA available for signature, Parker Kerrigan has given its agreement to its terms. In addition, Parker Kerrigan will execute a single copy of this agreement and such execution shall be evidence of Parker Kerrigan's agreement with every Claimant who agrees to this agreement.

18.2 You confirm your irrevocable agreement to the terms of this agreement by giving your electronic consent to it and/or by signing the engagement letter to which this agreement is enclosed as a schedule.



Signed:

For and on behalf of Marcus Parker Limited, trading as Parker Kerrigan

SCHEDULE 2

LITIGATION MANAGEMENT AGREEMENT

1 **Date**

The date of this agreement is the date upon which you accept its terms. However, this agreement will come into force if and only if we notify you in writing that it is necessary. The Alternative DBA will come into force to replace entirely the DBA if court proceedings are commenced.

2 **Parties**

This is an agreement made between:

- (1) You;
- (2) Marcus Parker, trading as Parker Kerrigan; and
- (3) all of the other Claimants.

3 **Background; and the basis on which this Litigation Management Agreement will come into force**

- (A) You and the other Claimants are entering into this agreement in order to bring your Claims, of which you may each have more than one, as individual claims or complaints, but if it is necessary to bring the claims through the Courts, it is likely to be expedient to seek to achieve economies of scale by running the Claims so far as possible as part of collective Proceedings. This document sets out the agreement between you, Parker Kerrigan and the other Claimants about how the Proceedings will be managed in these circumstances. It will come into force if, and to the extent that, Parker Kerrigan advises that it would be expedient to run some or all of the Claims collectively. You recognise that, depending on the point in the project at which you sign up, it may not be clear how the Claims should best be managed together, if at all.
- (B) By this agreement, you (and the other Claimants):
 - a. confirm that you understand what your Claim is about;
 - b. confirm that you understand that by bringing your Claim through the Courts you take on obligations to the Court;
 - c. confirm that you appreciate that the Claim may involve some risk;
 - d. authorise Parker Kerrigan to issue a claim form on your behalf, and authorise Damon Parker of Parker Kerrigan, or another Partner at Parker Kerrigan, to sign statements of truth on your behalf based on the information you provide to us through our online questionnaire (and in doing so you recognise and acknowledge that making or causing somebody to make a false statement in a document verified by a statement of truth could give rise to proceedings for contempt of court); and
 - e. irrevocably agree to appoint the Committee to take certain decisions on your behalf. These are described below at clause 11 and include how the Proceedings

are to be grouped and managed.

- (C) You and each of the Claimants have also entered DBAs with Parker Kerrigan in respect of your Claims which will be replaced by an Alternative DBA if it is necessary to run the Claims through the Courts. The Alternative DBAs set out the way in which Parker Kerrigan will be paid for work done on the Claims in the circumstances in which the Alternative DBAs come into force.
- (D) Parker Kerrigan also acts for a number of individuals who have similar claims against other defendants. There are likely to be issues which are common both to the Proceedings and to these claims, and through this agreement you give Parker Kerrigan the discretion to seek to run any such common elements in the most efficient way possible, which may include by seeking to have the sets of proceedings managed jointly.
- (E) It is likely that others will wish to make claims similar to yours but will instruct solicitors other than Parker Kerrigan to do so. Through this agreement you give Parker Kerrigan the discretion to seek to agree that these related claims should be managed with the Claims.
- (F) This agreement is enclosed with and should be read alongside Parker Kerrigan's engagement letter, along with the Alternative DBA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.
- (G) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without such advice.

4 General Matters

4.1. You and each of the other Claimants recognise and agree that:

- (a) By executing this agreement and its associated documents, you are instructing Parker Kerrigan to investigate whether a Claim can be brought on your behalf. You give Parker Kerrigan the discretion to decide whether any such Claim is viable and agree that if in Parker Kerrigan's discretion it is not viable, then Parker Kerrigan has no duty or obligation to seek to bring it.
- (b) A partial completion of the registration process may not result in you becoming a Claimant. Once you have clicked to accept the terms of this agreement (and the Alternative DBA and other associated agreements) you will receive an email confirming your instructions. You will then need to continue your registration and provide Parker Kerrigan with sufficient information to issue a Claim on your behalf.
- (c) You are responsible for:
 - (i) the accuracy of the information you supply to Parker Kerrigan; and
 - (ii) the consequences of its being inaccurate.
- (d) Parker Kerrigan has no duty to the Claimants to check the accuracy of the information supplied.

- (e) You will each act in good faith in applying this agreement in accordance with the common objective of managing and pursuing the Claims to obtain maximum possible damages overall and to share costs liabilities in accordance with the principles set out in this agreement.
- (f) You are joining a group of Claimants who are collectively pursuing Claims that are suitable to be run collectively. In doing so, you gain the advantages of economies of scale and access to funding, but you are not being advised on whether you have alternative causes of action other than those being brought collectively through the Proceedings; nor are you being advised on the possibility of you being able to bring different claims against other defendants.
- (g) You will respond promptly to communications from the Committee and Parker Kerrigan, and will provide all possible assistance to Parker Kerrigan in connection with the Claim, including as to:
 - (i) the signing of any letters of authority;
 - (ii) the disclosure of documents and data; and
 - (iii) the drafting of witness statements,

and that if you do not, you will damage your Claim and the Claims of your fellow Claimants. Because of the importance to all of the Claimants of cooperation, if you become an Obstructive Claimant, Parker Kerrigan may ask the Committee to instruct them to take steps formally to discontinue your Claim, and you and all other Claimants accept that if you or they become an Obstructive Claimant, the authority you and they have given to the Committee will extend to the Committee being empowered to require an Obstructive Claimant's Claim to be discontinued.

- (h) You will keep this agreement and its terms confidential unless required by the court to disclose it in the Proceedings or for the purpose of determining a dispute pursuant to clause 12.4.

4.2. All Notices shall be in writing and shall be transmitted by email in a form generating a record copy to the party being served at their usual place of residence or place of business. Any Notice sent by electronic means shall be deemed to have been duly served at the time of transmission (if transmitted before 4.30pm on a business day and if not so transmitted then at 9am on the next business day after which the transmission as made).

4.3. This agreement takes effect subject to the terms of each individual Claimant's Alternative DBA, and, if there is any conflict between a term or terms in this agreement and that in the Alternative DBA, the Alternative DBA shall take precedence. Further, if and to the extent that any provision in this agreement causes a Claimant's Alternative DBA to be invalid or unenforceable, that provision of this agreement will be deemed to be deleted from this agreement and shall not take effect.

5 Agreement to work together

5.1. You and the other Claimants may have different complaints to bring against the Defendant(s), but you agree that you have a common interest in bringing your Claims

together. By executing this agreement, you and every other Claimant warrant that you have no interest which is adverse to the success of the Proceedings.

- 5.2. The Claimants' common interest is in attempting to secure the largest possible sum from the Defendant(s). This could be as a result of the court awarding a sum of compensation or as a result of the Defendant(s) to your Claim making you an offer of settlement which is accepted on your behalf by the Committee.
- 5.3. You appreciate that if the Proceedings result in a successful judgment at trial, the court may order that some Claimants are compensated in a different way from others because of their individual circumstances.
- 5.4. You understand that circumstances may arise in which it would be expedient not to take detailed account of the individual issues of each Claimant's case in the allocation of the Overall Claim Proceeds to Claimants because it would otherwise be very expensive and burdensome to work out a fair division.

6 Sharing of information, confidentiality and legal professional privilege

6.1. You and the other Claimants agree that:

(a) The duty of confidentiality owed to each of you individually by Parker Kerrigan in respect of:

- (i) the facts of your individual Claims disclosed to Parker Kerrigan by the Claimant or by any other party in or third party to the Proceedings; and
- (ii) any documents produced by you or to you through disclosure,

shall be waived as against your fellow Claimants and the Committee in so far as Parker Kerrigan considers it necessary or helpful to compare the facts of individual Claims for the purposes of advising on and conducting the common aspects of the Proceedings. The Claimants' Confidential Information will be shared on terms of confidentiality and without any waiver of privilege.

- (b) You will disclose the facts and terms of any offer to settle made to you to Parker Kerrigan and to any other Claimant and to the Committee.
- (c) If Parker Kerrigan considers it to be necessary or helpful, Parker Kerrigan may use information or documents derived from one Claimant's individual Claim in any other Claimant's individual Claim or in the Proceedings in general. For the avoidance of doubt this extends to the sharing of Confidential Information with barristers instructed in the Proceedings, third-party litigation funders or insurers with an interest or potential interest in the Proceedings, and any other third party who owes an obligation of confidence to Parker Kerrigan.
- (d) Parker Kerrigan's duty to report to its clients shall be satisfied by Parker Kerrigan reporting to the Committee and that it is in the best interests of the Claimants as a whole for communications with them to be limited because of the risk that sensitive, confidential, and privileged information may be passed to the Defendants.

- (e) You will not disclose to any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant any advice received from Parker Kerrigan or any other communication received from the Committee in connection with the Proceedings. For the avoidance of doubt, the contents of this agreement and the Alternative DBA and all other contracts with Parker Kerrigan are, subject to clause 4.1(h), confidential, and the Claimants agree that they will not disclose the contents of either document to any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant.
 - (f) Parker Kerrigan may, for reasons of cost efficiency or otherwise, instruct a third-party firm to manage some of the administrative burden of the Proceedings and, in particular:
 - (i) to process and collate information from responses to subject access requests made by Parker Kerrigan;
 - (ii) to maintain a secure database to store and organise information about the Proceedings and the Claimants; and
 - (iii) to administer the distribution of the Overall Claim Proceeds, the charges in relation to which it may pass on to the Claimants in addition to the Solicitors' Fee under the Alternative DBA .
- 6.2. Any information shared pursuant to clause 6.1 above shall remain fully confidential as against any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant and the Claimants agree that they will keep all such information fully confidential and will not disclose any such information to any third party except for the purposes of obtaining professional advice.
- 6.3. If a Claimant ceases to be a party to this agreement, that Claimant's duty of confidentiality shall continue with full force and effect.
- 6.4. All communications between Parker Kerrigan and the Claimants or any of them shall be subject to legal professional privilege and the Claimants irrevocably agree that solicitor-client privilege shall not be waived or abrogated from in any way by the passing of Confidential Information amongst the Claimants. Parker Kerrigan shall be authorised to report to the Claimants on the facts underlying each Claimant's Claim, including the facts stated in the evidence disclosed by the Defendant.

7 The Alternative DBA and the Claimants' own costs

- 7.1. You and the other Claimants agree so far as possible that Parker Kerrigan should seek to run the common elements of the Proceedings jointly, and for Generic Costs to be shared in accordance with this agreement.
- 7.2. The Parties recognise, however, that not all of the costs of bringing the Claims will be Generic Costs. Costs which are not Generic Costs may be either Individual Costs or Issue Costs.
- 7.3. Subject to any order of the court to a different effect, the Claimants agree that Individual Costs and Issue Costs within the Proceedings or sub-groups of Claims will

be treated as Generic Costs unless Parker Kerrigan decides, at its discretion and after consultation with the Committee, that it would be fair and proportionate to treat certain costs as being either Individual or Issue Costs. In exercising this discretion, Parker Kerrigan will have regard to the administrative costs of distinguishing between different kinds of costs and the utility of the distinction, bearing in mind its potential impact as well as the amount of costs at issue.

- 7.4. The Claimants agree to apply for an order or orders that as far as possible their cases be managed together and agree that the costs of any lead or test case or cases within the Proceedings will be treated as Generic Costs.
- 7.5. You and each of the Claimants authorise Parker Kerrigan to incur Disbursements on your behalf. Disbursements may be either Generic Costs, Issue Costs or Individual Costs.
- 7.6. By entering into this agreement each Claimant agrees that his or her share of costs, as further set out in clause 8 below under the title 'Costs Sharing', shall be calculated as though Parker Kerrigan had begun to act for each Claimant on the date on which Parker Kerrigan began acting in relation to the Proceedings.
- 7.7. The Claimants agree as follows:

Disbursements

- (a) Parker Kerrigan will raise disbursement-only invoices (subject to the definition of 'Disbursement' in the Glossary as incorporated into the DBA) and will submit them to the Committee for approval on behalf of the Claimants. These invoices will make clear that the primary liability for Disbursements is the Claimants', so that the Claimants can recover these costs from the Defendants, even though Parker Kerrigan will pay these costs in the first instance.

Parker Kerrigan's time costs

- (b) When requested by the Committee, Parker Kerrigan will submit to the Committee for approval an account of the time costs they have incurred on Proceedings. As set out at clause 11.9(d) below, the Committee will satisfy itself as to the reasonableness of the time incurred.
- 7.8. The Claimants further agree that Parker Kerrigan's reporting on costs to the Committee will be a sufficient report to them and that Parker Kerrigan will have no further duty to report on costs than to report to the Committee. For the avoidance of doubt, Parker Kerrigan will have no duty to produce itemised reports showing each Claimant's Proportionate Share of its costs, save for at the conclusion of the Proceedings, and only to the extent that it is necessary to do so in order to invoice the Claimants.

8 Costs sharing between the Claimants

- 8.1. The Claimants agree that, unless the court orders otherwise, the amount of costs referable to each Claimant shall be a Proportionate Share of the Generic Costs and, as appropriate, Issue Costs, plus any Individual Costs referable to any particular Claimant

within each Claim they pursue.

- 8.2. The Claimants recognise that the result of the Proceedings may be that the actual relationship between a Claimant's damages and the overall damages awarded may differ from the Proportionate Share.

9 **The Defendants' costs and the costs of Adverse Costs insurance**

- 9.1. Nothing in this agreement shall impose any liability on Parker Kerrigan or any third-party funder to meet any Adverse Costs orders. The Claimants retain responsibility for any Adverse Costs. The remainder of this clause deals with how it is proposed to protect the Claimants from that risk.
- 9.2. Parker Kerrigan intends, at an appropriate point in time, to seek to obtain insurance against the risk of Adverse Costs in respect of the Proceedings.
- 9.3. You and each of the Claimants acknowledge that if insurance is in place the Claimants may be jointly and severally liable in law for Adverse Costs within each Claim they pursue if the policy (or policies) of insurance which is obtained is insufficient and/or in any way fails to cover all of the Defendant's costs. However, the Claimants agree collectively that the Claimants' liability for Adverse Costs should be several and not joint within each Claim they pursue. The Claimants also acknowledge that the terms on which insurance is likely to be offered will include a cross-subsidy between the Claimants such that the insurance overall will pay out only if there are no Overall Claim Proceeds from which Adverse Costs can be satisfied. The effect of this will be that if the Claims of some Claimants succeed and some fail the Adverse Costs of those that fail will be borne by those that succeed. The Claimants further acknowledge that the terms of the insurance are likely to include a cross-subsidy as between different types of Claim, with the same effect. Subject to that, no single Claimant should, in the event of an Adverse Costs order in respect of Generic Costs or Issue Costs being made, bear more than a Proportionate Share of such Adverse Costs. Each Claimant will be individually and severally liable for adverse costs relating to his or her own Individual Costs.
- 9.4. You and each of the Claimants agree that Parker Kerrigan should, if it thinks it necessary, apply to the court for an order reflecting this agreement.
- 9.5. In the event that no such order is made, you and the Claimants each accept that any Claimant who is burdened with a greater share than their Proportionate Share within each Claim they pursue should be entitled to recover the difference from their fellow Claimants within that Claim: any Claimant who has initially borne a greater burden of such liabilities shall have a right of recovery which the Claimants agree will not be contested against any of his or her fellow Claimants who have not paid their due share. For the avoidance of doubt, this clause 9.5 will only apply in the unlikely event that the court does not make an order reflecting clause 9.3.
- 9.6. Nothing in this agreement shall make the Committee or Committee Member liable for such costs save to the extent that any such member faces a liability in respect of his or

her capacity as a Claimant.

10 **Sharing costs and risk with other groups**

You and the other Claimants recognise that it is possible that individuals other than those who chose to instruct Parker Kerrigan will seek to pursue similar claims to those of the Claimants. You acknowledge that the Committee's authority will extend to agreeing to share costs and risk with other groups, and that this may include an agreement that Parker Kerrigan will agree to share work with the solicitors acting for other groups. Parker Kerrigan will be instructed to endeavour to ensure that any work- or cost-sharing agreements will mirror the agreements between the Claimants recorded in this agreement.

11 **The Committee**

11.1. Subject to the provisions of this agreement, you and each Claimant irrevocably appoint the Committee to be your agents in relation to your Claims and you each confirm that the Committee may give instructions to Parker Kerrigan in relation to the conduct of the Proceedings, including without limitation:

- (a) discontinuance by all Claimants, or any one or more of them;
- (b) the entry into and conduct of settlement negotiations;
- (c) subject to sub-clause 11.8 the acceptance and making of offers to settle (including for the avoidance of doubt the acceptance and making of offers in accordance with the Distribution of Global Damages Clause and the acceptance of making of offers to settle not only the claims in the Proceedings but also to enter an agreement in full and final settlement of all claims the Claimants may have against the Defendant);
- (d) the instruction of Counsel, experts and the incurring of any other third-party liability that Parker Kerrigan advises is necessary for the conduct of the Proceedings;
- (e) the execution of any policies of Adverse Costs insurance or third-party funding agreements;
- (f) the negotiation and execution of documents comprising new terms under which Parker Kerrigan or its successor will act; and
- (g) strategy generally.

11.2. Each Claimant in addition irrevocably agrees that the Committee may do any ancillary necessary act and execute any ancillary necessary document on his or her behalf.

11.3. The Claimants agree further to ratify and to confirm anything the Committee does or executes on their behalf in relation to the Proceedings in the proper execution of its role.

11.4. The following rules shall govern Committee meetings:

- (a) Committee meetings must be held in the presence of Parker Kerrigan, may be called by any Committee Member and may be held in person on seven days' notice

or by conference call on 24 hours' notice, such notice to be provided by email or by other means if so agreed by a Majority of Committee Members' votes cast;

- (b) Committee meetings held by the Initial Committee Members shall be considered quorate only if three or more members are in attendance, whether in person, by telephone or via video conferencing facilities. If the number of Committee Members has fallen beneath three by the operation of clause 11.5, a Committee meeting shall be quorate if all remaining members are in attendance. If the number of Committee Members is seven or more, a Committee meeting shall be quorate only if four or more members are in attendance, whether in person, by telephone or via video conferencing facilities;
- (c) no one who is not a Committee Member or a representative of Parker Kerrigan shall be entitled to attend a Committee meeting other than by the invitation of at least four Committee Members or by the invitation of Parker Kerrigan;
- (d) minutes must be kept of all meetings by Parker Kerrigan and approved by the Committee;
- (e) the Committee shall agree by a Majority of the votes cast to appoint a Chairperson from time to time, and the Chairperson may exercise a casting vote in the event of a tied vote;
- (f) the Committee may dismiss the Chairperson for the time being and appoint a new Chairperson by a Majority of the votes cast;
- (g) the Committee may agree by a Majority of the votes cast to delegate certain decisions to a sub-committee of not fewer than three members provided that the Committee is kept fully informed of all decisions that are made and the reasons for them.

11.5. The following rules shall govern the appointment, removal, and resignation of Committee Members:

- (a) a Claimant shall cease to be a Committee Member as soon as he or she:
 - (i) retires by notifying each member of the Committee and Parker Kerrigan in writing (but only if enough Committee Members remain in office to form a quorum for meetings);
 - (ii) dies;
 - (iii) applies for a voluntary winding up, becomes insolvent or enters a voluntary arrangement with its creditors;
 - (iv) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - (v) has a bankruptcy order made against him or her; or
 - (vi) is subject to a resolution by a Majority of votes cast by Committee Members at a properly convened meeting of the Committee and with prior or simultaneous consent of Parker Kerrigan, that he or she should cease to be a

member of the Committee.

- (b) No Claimant shall be appointed a member of the Committee until he or she has executed a confidentiality agreement on terms stipulated by Parker Kerrigan; and
- (c) a Claimant shall be appointed as a member of the Committee by the resolution of a Majority of votes cast by Committee Members at a properly convened meeting of the Committee, providing that the number of Committee Members shall not exceed nine and providing that Parker Kerrigan has given its consent.

11.6. The Committee will give instructions to Parker Kerrigan in relation to the conduct of the Proceedings, including (without limitation):

- (a) discontinuance in relation to any individual Claimant;
- (b) strategy generally;
- (c) how the Claims should be grouped;
- (d) the commencement and conduct of settlement negotiations;
- (e) the execution of any policies of Adverse Costs insurance and any documents or agreements ancillary to any such policies.

11.7. In relation to all matters other than the acceptance and making of offers to settle, the business of the Committee will be resolved by a Majority of Committee Members voting. In the event of a split vote the Chairperson shall have the casting vote.

11.8. In relation to the acceptance and making of offers to settle and the operation of the Distribution of Global Damages Clause, the decision of the Committee must be made by a Majority of Committee Members voting and no vote in favour of the acceptance or making of an offer shall be passed unless Counsel advises it to be in the best interests of the Claimants as a whole. The detailed operation of the Distribution of Global Damages Clause is dealt with at clause 12 below.

11.9. In addition, the Committee will:

- (a) act as the Claimants' representatives to Parker Kerrigan in relation to the Proceedings;
- (b) ensure that Parker Kerrigan reports to the Claimants from time to time on the progress of the Proceedings;
- (c) ensure that Parker Kerrigan reports to insurers in accordance with their requirements;
- (d) approve on behalf of the Claimants any invoices raised by Parker Kerrigan (including in respect of any Disbursements incurred);
- (e) approve Parker Kerrigan's accumulating work in progress; the Committee may appoint an independent costs draftsman to assist them in this respect and is entitled to rely on his or her advice; and
- (f) give instructions as to the distribution of the Overall Claim Proceeds to the

Claimants.

- 11.10. The Claimants agree that the Committee's discretion to negotiate settlement should not extend to the Committee agreeing to settle on a basis that frustrates the payment to Parker Kerrigan of the Solicitors' Fee. The Claimants further agree that the Committee may not agree to a settlement that does not involve the payment of a cash sum sufficient to satisfy the Solicitors' Fee without the prior written consent of Parker Kerrigan.
- 11.11. The Claimants agree that in the event that the Claimants succeed at trial, the Committee shall instruct Parker Kerrigan to procure that any order giving effect to the judgment shall be on terms that a cash sum sufficient to satisfy the Solicitors' Fee be paid to Parker Kerrigan before the distribution of the remaining Overall Claim Proceeds to the Claimants.
- 11.12. The Committee will at all times act in accordance with the terms of this agreement and use its reasonable endeavours to act in the best interests of the Claimants as a group.
- 11.13. Subject to clause 11.12 above, and subject to a member of the Committee breaching his or her duties under the separate confidentiality agreement that each must sign pursuant to clause 11.5(b), no member of the Committee shall be liable to the Claimants (or any of them) for his or her own acts, neglects or defaults or for any loss to the Claimants incurred in connection with his or her role as a Committee Member, unless caused through his or her own fraud or dishonesty.
- 11.14. No Committee Member shall be liable for the acts, neglects or defaults of any other Committee Member.
- 11.15. The Committee Members shall be indemnified by the Claimants against any costs, losses or expenses to which they may become liable as a result of the proper exercise of their duties as Committee Members.
- 11.16. The Claimants agree that the Committee Members shall be entitled only to reimbursement of their reasonable expenses.

12 Distribution of Global Damages Clause

- 12.1. The Claimants recognise that if there are negotiations to settle the Proceedings with the Defendants, it is possible that any offers made will be on a costs-inclusive global basis. The Claimants specifically authorise the Committee to solicit offers on such a basis and to allocate and distribute the Overall Claim Proceeds, subject to obtaining advice from Parker Kerrigan and from Counsel, by reference to the amounts claimed or by any other method which Counsel advises is an appropriate method of determining a global settlement of damages. The Claimants also recognise that there may be circumstances that arise in which it is necessary to decide how a global offer should fairly be framed, how a global sum of damages should be allocated between different categories of Claimant, and that it may be appropriate for one category of Claimant to settle without another settling, and that different considerations, including different assessments as to the overall strength of the claims of the groups may apply to each group. The Committee has a discretion to decide which of these methods (and/or a

combination of these) is most appropriate.

- 12.2. In giving this authority, the Claimants appreciate that the effect of this 'Distribution of Global Damages Clause' may be that no detailed account will be taken of the individual merits or demerits of individual Claimants' cases (if any) and accept that adjudicating between individual Claimants' cases would be disproportionately expensive and burdensome.
- 12.3. It is expressly understood by the Claimants that it is not possible at this stage to predict with accuracy how the court may determine how damages should be calculated; and nor is it possible to predict how the argument between the Claimants and Defendant will clarify how damages should be calculated.
- 12.4. Any Committee Member may require the decision of the Committee under this Distribution of Global Damages Clause to be referred prospectively to arbitration. The Committee will then instruct Parker Kerrigan to prepare a submission to the Distribution Arbitrator which sets out the background and the factors influencing the Committee's decision.
- 12.5. The submission to the Distribution Arbitrator will include the following instructions:
- (a) This matter is being referred to arbitration because the Committee appointed by the Claimants in the Proceedings either disagrees as to what is the correct and fair manner to distribute the Overall Claim Proceeds between the Claimants or because it wishes to be reassured that an offer made is fair as between different categories of Claimants, and / or that the method of distribution of the Overall Claim Proceeds it agrees is appropriate.
 - (b) The Proceedings are conducted subject to agreements between the Claimants which contain an agreement to work together which provides that if there is a settlement before trial, it will not be necessary to take account of the individual issues of each Claimant's case if it would be expensive and burdensome to do so.
 - (c) At the outset of the Proceedings, it was not clear what factors would be relevant to the distribution of global damages.
 - (d) The issue to be decided, as to which the arbitrator has complete discretion, is whether each Claimant who is able to prove his or her entitlement to a share of the Overall Claim Proceeds should receive the same amount whether they should receive a payment which reflects other factors, and if so what factors.
 - (e) In reaching his or her determination, the arbitrator is asked to bear in mind the principles underlying this agreement and the additional cost and complexity that may flow from distinguishing between different groups of Claimants.
- 12.6. The Distribution Arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.
- 12.7. The costs of instructing the Distribution Arbitrator and of the Distribution Arbitrator shall be borne by the Overall Claim Proceeds after the distribution of the Solicitors'

Fee.

13 **Recovery of Damages and Costs**

Notwithstanding any other provision of this agreement, and subject to the terms of the DBA, if any of the Overall Claim Proceeds are paid prior to the disposal of any part of the Proceedings or prior to any payment in respect of costs, a retention will be made from the damages of an amount which in the reasonable view of Parker Kerrigan and the Committee will be sufficient to fund the costs to be incurred in connection with:

- 13.1. such parts of the Proceedings as have not at that stage been settled or finally determined by the court; and/or
- 13.2. assessment proceedings or negotiating the recovery of costs with the Defendants.

14 **General Matters Relating to Settlement and Distribution**

- 14.1. The Claimants recognise that the entire or part of the amount of any settlement (before the deduction of the Solicitors' Fee) may be subject to taxation. The Claimants further recognise that Parker Kerrigan has no duty to advise them in relation to taxation matters and is specifically not retained to do so.
- 14.2. The Claimants have each agreed with Parker Kerrigan that it will act for them in the Claims under the DBAs and recognise that Parker Kerrigan will, in reliance on the DBAs, incur considerable expense and undertake a considerable amount of work in the expectation of being paid the Solicitors' Fee in the event that each of the Claims are successful. The Claimants and each of them warrant that they will not seek to settle or accept an offer to settle directly with the Defendants or any associate of the Defendants:
 - (a) without the Defendants paying the Solicitors' Fee under the relevant DBA to Parker Kerrigan; or
 - (b) on a basis which frustrates the payment to Parker Kerrigan of the Solicitors' Fee.
- 14.3. If, notwithstanding sub-clause 14.2, any Claimant does settle directly with the Defendant, that Claimant agrees:
 - (a) that he or she will not spend or transfer away the amount they receive in settlement from the Defendant; and
 - (b) that he or she will immediately inform the Committee and Parker Kerrigan that they have accepted a direct settlement and of the amount of such settlement and will transfer to Parker Kerrigan an amount equal to any sums due to Parker Kerrigan under the Alternative DBA plus VAT.
- 14.4. The Claimants agree that the Committee should, not without the prior written consent of Parker Kerrigan, accept any offer of settlement from the Defendants in relation to any Claim which does not include terms that the Solicitors' Fee be paid to a distribution agent at the direction of Parker Kerrigan by or on behalf of the Defendant.
- 14.5. The Claimants agree that the distribution of any of the Overall Claim Proceeds may be effected through the instruction of a class action claims administrator, who may be

instructed to distribute the Overall Claim Proceeds in accordance with an agreed formula. The costs of distributing the Overall Claim Proceeds will be paid out of the Overall Claim Proceeds.

15 **Commencement**

This agreement shall commence on the date that the first Claimant accepts its terms and shall be refreshed at the date each additional Claimant becomes a party to it.

16 **Termination**

16.1. If a Claimant dies during the course of this agreement the rights and obligations of that Claimant under this agreement shall pass to his or her personal representatives.

16.2. A Claimant who wishes to discontinue his or her claim prior to proceedings being issued may only do so with the permission of the Committee.

16.3. In addition to requiring the permission of the Committee, a Claimant for whom a claim has been issued may, as a consequence of the provisions of Part 38 of the Civil Procedure Rules, be able to withdraw only with the permission of his, her or its fellow Claimants or with the permission of the court. The normal position is that a discontinuing claimant is ordered by the court to pay a share of the Defendants' costs up to the date of discontinuance. Any such court order would be the sole responsibility of the discontinuing Claimant. It is very unlikely that the payment under any such court order would be covered by insurance.

16.4. If any Claimant ceases to be a party to this agreement, the obligations contained in this agreement (subject always to the terms of the Alternative DBA which, if they conflict with the terms of this agreement, shall take precedence) shall remain in full force and effect in relation to the departing Claimant's liabilities (if any) for Claimants' and Defendants' costs incurred up to the end of the calendar month in which the departing Claimant ceases to be a party to this agreement.

16.5. In the event of one or more Claimants ceasing to be a party to this agreement for any reason it is further agreed that the obligations of the remaining Claimants one to another will continue in all respects.

17 **Your right to cancel**

17.1. Each Claimant is entitled to cancel this agreement without incurring any liability to Parker Kerrigan in respect of it at any time until the expiry of the fourteenth day after the day on which he, she or it enters into the agreement in accordance with clause 20.2. If you wish to cancel the agreement, then you must notify Parker Kerrigan of your desire to do so in writing. You may inform Parker Kerrigan by letter to Harcus Parker Limited trading as Parker Kerrigan, 80 Strand, London, WC2R 0DT, or by email to info@motorfinance.parkerkerrigan.co.uk.

17.2. When you receive an email confirmation of your acceptance as a Claimant in the Proceedings, you will be provided with an explanation of your right to cancel in the

form annexed to this agreement.

18 Severability

If any of the provisions of this agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

19 Law, jurisdiction and disputes resolution

19.1. This agreement shall be governed by the laws of England and Wales.

19.2. You and each of the Claimants agree to submit any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of the arbitration shall be London. In the event that an issue is referred to arbitration, the arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.

20 Execution

20.1. In making this agreement available for signature, Parker Kerrigan has given its agreement to its terms. In addition, Parker Kerrigan will execute a single copy of the agreement and such execution shall be evidence of Parker Kerrigan's agreement with every Claimant who agrees to this agreement.

20.2. You and each of the Claimants confirm your irrevocable agreement to the terms of this agreement electronically by giving your electronic consent to it. This agreement is intended to apply as between all of the Claimants who agree to this agreement, with the intention that any Claimant who agrees to this agreement will have the obligations set out in this agreement to all other Claimants, irrespective of the date on which any Claimant agreed to this agreement.



Signed:

For and on behalf of Marcus Parker Limited, trading as Parker Kerrigan

SCHEDULE 3

In this Schedule 3 are set out Parker Kerrigan's Privacy Notice and the privacy notices of Valid8 IP Limited and TAL Marketing Group Limited

SCHEDULE 3, PART ONE

PARKER KERRIGAN'S PRIVACY NOTICE

This privacy notice tells you how and why we collect and use your Personal Data in line with UK Data Protection Laws in the context of your case and otherwise.

Harcus Parker Limited, trading as Parker Kerrigan, the Data Controller as defined below, collects and uses Personal Data about you when you engage with us in relation to your case, including when you navigate on our Website. The protection of Personal Data is important to us, and we want to comply with all legal obligations concerning data protection law. That is why we only process Personal Data that is necessary, with care and taking account of best practice security needs.

This privacy notice includes a glossary which defines all capitalised terms. For your understanding, please refer to the glossary when reading this notice. We may amend this privacy notice, via the Website, to reflect changes in the law or within our organisation. We recommend that you review the Website regularly to always know how we use your Personal Data.

Who is responsible for the Processing of your Personal Data?

We are responsible for Processing your Personal Data as you engage with us regarding your case, use our Website, subscribe to our newsletter or contact us directly. For clarity, Harcus Parker Limited, trading as Parker Kerrigan, is the Data Controller for the relevant Processing activities under UK Data Protection Laws.

What Personal Data do we Process, why and on what basis?

UK Data Protection Laws require that we provide information to you about the Personal Data that we Process, the reasons for using that Personal Data (the Purpose for Processing) and the grounds we rely on to do this (the Legal Basis for Processing).

We have summarised most of that information in the table below to make it easier to read and give you an overall view of the Processing operations we undertake. There may be other circumstances in which we will retain, disclose or Process your Personal Data in another way, for instance, because of specific legal obligations applicable to us.

For each of the purposes listed below, we may process any of the corresponding Personal Data and rely on any of the corresponding Legal Basis. Some of the Personal Data we collect or Legal Basis we rely on may appear more than once in the summary table below, this is because these may be relevant to several of the purposes listed.

Purposes	Personal Data	Legal Basis
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Purposes	Personal Data	Legal Basis
To administer our business effectively, and to prevent and detect fraud.	Identification information, such as your first name, last name, date of birth, form of identification (such as your passport). Identity check information we may receive from credit rating agencies and/or from publicly accessible registers (such as Companies House or the Land Registry). Copies and summaries of all written exchanges with you and notes and records of conversations.	Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you). Compliance with legal obligations applicable to us (such as our KYC obligations, or our obligations in the course of litigation or arbitration). Our legitimate interest to protect our rights, and exercise or defend legal claims relevant to us.
To verify your identity (for instance, as part of our client verification procedure or if you want to exercise your Individual Rights).	Identification information, such as your first name, last name, date of birth, form of identification (such as your passport). Identity check information we may receive from credit rating agencies and/or from publicly accessible registers (such as Companies House or the Land Registry).	The performance or conclusion of a contract to which you are a party. Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).
		Compliance with legal obligations applicable to us (such as our KYC obligations, or our obligations in the course of litigation or arbitration).

Purposes	Personal Data	Legal Basis
To support the general conduct of your case and communicate with you in relation to your case.	Identification information, such as your first name, last name, date of birth, form of identification (such as your passport). Contact information, such as your electronic and postal address, and/or your telephone number. Your responses to our Questionnaire and other answers to any further queries related to it. Verbatim or our summarised notes from written exchanges and/or conversations with you.	
To deliver marketing material to you, promoting our services and contacting you with communications about other potential litigation opportunities, legal updates, news and event invitations.	Contact information, such as your electronic and postal address, and/or your telephone number. Technical Personal Data such as IP addresses, log journals, browsing data and/or pseudonymous identifiers.	Your consent, though not strictly required under UK Data Protection Laws) to receiving communications concerning other claims we may already conduct or wish to explore. Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).
To moderate and manage our Social Platform accounts.	Your user-generated content such as your username, verbatim posts, pictures or videos.	Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).

Purposes	Personal Data	Legal Basis
To operate, manage and improve our IT systems, databases and/or Website.	Technical Personal Data such as IP addresses, log journals, browsing data and/or pseudonymous identifiers. Any Personal Data concerning you hosted on our servers, or third-party servers used for our business purposes.	Our legitimate interest to operate our IT systems, databases and/or Website effectively.
To process your payments.	Payment information such as payment methods, payment card number, bank account references, records from third-party payment solutions.	The performance or conclusion of a contract to which you are a party. Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).

The Personal Data we may Process about you will vary depending on the type of case or cases in respect of which you have instructed us to act. However, you will usually know what Personal Data we Process, either because we have disclosed that information to you in this privacy notice, or because we will ask you for additional information directly.

How do we collect your Personal Data?

We collect Personal Data directly from you when you contact us, subscribe to receive our newsletter, contact us or otherwise engage with us on our Website, on the phone or in another manner, to respond to our queries, ask questions, make suggestions or comments.

We may receive Personal Data concerning you from third parties, such as:

- Credit rating agencies, the Land Registry and/or Companies House, when we verify your identity;
- Marketing and communication partners and/or Social Platforms, when you engage with our questionnaires, Social Platform accounts, our Website or with certain third-party websites;
- Counsel, legal teams, experts and/or investigators involved in the case.

With whom do we share your Personal Data?

We may share your Personal Data with third parties such as:

- Counsel, other lawyers, legal or other experts instructed by us or otherwise involved in your case;

- Courts, arbitrators and/or other litigation institutions involved in your case;
- Our agents, advisers, accountants, auditors or other subcontractors;
- Our selected Website host and content management system;
- Operators and support teams who manage our IT systems, including our case management software, disclosure platforms and datarooms we may use in the conduct of our business affairs and/or of the case;
- Government bodies, law enforcement agencies and other public institutions.

How long do we keep your Personal Data?

We keep your Personal Data for as long as reasonably necessary for the purposes listed above in this privacy notice, or any additional purposes otherwise notified to you, and for at least seven years after the conclusion of your case.

Marketing Data

1. We will use your personal data to send you updates (by email, text message, telephone or post) about our services, including exclusive offers, promotions or new services.
2. The following are examples, although not exhaustive, of how we might collect your personal information:
 - (1) Sign up to receive one of our newsletter;
 - (2) Submitting an online enquiry;
 - (3) Following / liking / subscribing to our social media channels
 - (4) Completing a questionnaire on our website
 - (5) Ask us a question or submitting any queries or concerns you have via email or on social media channels
 - (6) Post information to our website or social media channels, for example when we offer the option for you to comment on, or join discussions
 - (7) When you leave a review about us.
3. Upon collecting your personal data, you will be provided the opportunity to opt in to receiving marketing communications from us. We hope you will provide this information as you may find our communications useful, but if you choose not to, this will have no effect on accessing our legal services. Clients will have the option to exclude themselves from marketing by clicking the unsubscribe link on any marketing emails they may receive, on the telephone when speaking with an adviser, or by contacting us.
4. We appreciate that you may decide that you do not wish to receive marketing communications and we shall respect that choice. We have a legal obligation pursuant to the Data Protection Act 2018 and the UK GDPR to stop sending marketing communications if you object. If you do not want us to use your personal data in this way, please let us know (see below 'How to contact us').

What Individual Rights do you have under UK Data Protection Laws?

We want you to know the full extent of your Individual Rights under UK Data Protection Laws, so we have listed these rights in the table below. However, all rights do not necessarily apply to your relationship with us.

If you make a request to exercise your rights, we will let you know how we can help in your specific circumstances. Please note that we may ask you for proof of your identity to comply with any such request.

Your rights	What it means
Access	You can ask for a copy of the Personal Data we hold about you or ask us why and how we Process your Personal Data. Most of this information is already in this privacy notice; however, we will complement that information where needed.
Delete	You can ask us to delete your Personal Data. However, we are not always able to comply with this type of requests. For instance, we cannot delete Personal Data that is necessary to comply with our legal obligations.
Object to automated decision making	You can ask us not to be subject to a decision based solely on automated Processing which produces legal effects or significantly impacts you in another way. We do not commonly use technology relevant to this right.
Object to a processing operation	Where we rely on our legitimate interests as a Legal Basis, you can object to a Processing operation of your Personal Data if you consider that that Processing is a violation of your fundamental rights.
Portability	You can ask us to provide your Personal Data to a third-party in a structured, commonly used, machine-readable format. This right is usually not relevant to the Processing operations we undertake.
Rectify	You can ask us to correct inaccurate records of your Personal Data (for instance, rectify your e-mail address).
Restrict a processing	In certain circumstances, you may ask us to continue to hold, but limit the way we Process your Personal Data.

How do we protect your Personal Data?

We always strive to keep all information you provide to us confidential and secure and rely on industry-wide best practice security measures, implemented by us or our service providers for this purpose. Our commitment is to protect your Personal Data against unauthorised or unlawful Processing, and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Do we Process your data outside of the UK?

Unless we tell you otherwise, we will only share Personal Data outside the UK where (i) the destination country benefits from an adequacy decision allowing it to receive that Personal Data; or (ii) where we have a transfer mechanism in place to ensure your Personal Data is protected in the country of destination.

How can you contact us or raise a complaint?

If you have any question or request related to the way we Process your Personal Data, you can contact us at privacy@parkerkerrigan.co.uk.

If you remain unsatisfied with our response, you are entitled to complain to the Information Commissioner's Office. Their helpline is open from 9am to 5pm Monday to Friday at 0303 123

1113. Alternatively, you can contact them by email to icocasework@ico.org.uk or by post at:

Information Commissioner's Office (ICO)
Wycliffe House Water Lane Wilmslow
Cheshire SK9 5AF3

SCHEDULE 3, PART TWO

VALID8 IP LIMITED'S PRIVACY NOTICE

Valid8 IP Ltd acts as an intermediary and technology service provider between service providers, companies who offer advice and consumers.

Our postal address is: -

- o Suite 3 Foundation
- o 2 George Street
- o Altrincham
- o WA14 1SG
- o **Email –** DP@valid8.cloud

We are registered with the Information Commissioner's Office (Reg. No. CSN3443818).

This privacy policy sets out how Valid8 IP Ltd, collects, uses and protects your information when you use this website or our services, in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).

Valid8 IP Ltd is the controller and is responsible for your personal data. We are committed to ensuring that your privacy is protected. By using our website and/or our services, you may be providing us with some of your personal information and we want to make sure that we do not use your data in a way that you would not expect. Valid8 IP Ltd assure you that your personal information will only be used in accordance with this privacy policy and in compliance with the latest privacy regulations.

Valid8 IP Ltd may change this policy in future by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

Personal Information We Collect

Personal information is any information about an individual from which that person can be identified. It does not include data which has been anonymised.

We may collect, use, store and transfer different kinds of personal data about you which we have

grouped together as follows:

- o **Contact information:** Name, current and previous addresses (including postal, email and IP addresses) and telephone numbers.
- o **Identity Data:** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- o **Financial Data:** includes information on your financial circumstances, the lenders or financial institutions used by you, the financial products you have taken out and the details and status of those financial products.
- o **Usage Data:** includes information about how you use our website, products and services. This may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system.
- o **Marketing and Communications Data:** includes your preferences in receiving marketing from us and our third party partners and your communication preferences.
- o **Special Category Data:** We will only process special category data where you have provided this to us and given your explicit consent to store it or we have a legal/regulatory obligation to. This includes race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data.

This list may not include all the information we require when providing our service/s. The information we ask you for will relate to your specific enquiry and will only consist of the information we need to carry out our service. If you contact us other than via our website, we will keep a record of that correspondence and a copy of call recordings.

Method of collection

- o **Direct interactions:** By you filling in forms on our website or social media or by corresponding with us by post, phone, email or otherwise.
- o **Third parties:** We may receive information about you from a third-party partner firm who you have provide permission to share your data.
- o **Public sources:** The DVLA or from publicly available data.
- o **Credit Reference Agencies:** Equifax, Experian and TransUnion (for credit reports)
- o **Data Sharing Platform:** Equifax Ltd (for sharing bank transaction data)

We will always inform you where we have obtained your information from if requested by you.

The basis on which we process your information

The legal grounds for processing your personal information depend upon the nature of our relationship with you and the context of processing and are as follows:

- o Processing is necessary for the performance of a contract with you, or to take steps prior to entering into a contract with you.
- o Processing is necessary for the purposes of your legitimate interests or our legitimate interests, where your fundamental rights and interests do not override those interests. In order to determine this we shall undertake a Legitimate Interests Assessment and balancing test.
- o Processing is necessary for compliance with mandatory legal or regulatory obligations to which we are subject
- o Processing is undertaken after you have given us your express consent.

What we use your personal information for

We collect/store or use your information to...	Legal basis
assist your claims management company, solicitor, law firm, debt management firm, insolvency practitioner, mortgage provider to provide the service you have requested	Consent or Legitimate Interest
send to your claims management company, solicitor, law firm, debt management firm, insolvency practitioner	Consent or Legitimate Interest
send to our service provider/contractor partners	Consent and/or Legitimate Interests
send you information or marketing about our products and services	Legitimate Interests and/or Consent
provide annual statistics to our regulator	Legal Obligation
resolve complaints against us or the establishment, exercise or defence of legal claims	Legitimate Interests and/or Legal Obligation
gather feedback to enable us to improve our website, products and services	Legitimate Interests
verify your identity where we receive requests to access or change the information we hold about you	Legal Obligation
maintain our accounts and records	Legal Obligation
comply with legal and regulatory obligations	Legal Obligation

research and analyse trends to better understand how users are using our website and services in order to improve them	Legitimate Interests
inform you about changes in our services and important service related notices, such as security and fraud issues	Legal Obligation
maintaining insurance coverage, managing risks, or obtaining professional advice	Legitimate Interests and/or Legal Obligation
verify your identity, assess fraud risk and protect our services from misuse through third-party identity-verification and fraud-prevention partners	Consent, Legitimate Interests and/or Legal Obligation

Providing your personal data to others

We will disclose personal data to credit information firms TransUnion, Experian Ltd, Equifax Ltd for the purposes of obtaining your credit file or open banking. If you'd like to understand how the credit reference agencies use and share personal data (including the legitimate interests they pursue) please read the Credit Reference Agency Information Notice (CRAIN); <http://www.transunion.co.uk/crain>; <https://www.equifax.co.uk/crain>; <https://www.experian.co.uk/legal/crain/>

Some of our service providers may process personal data outside the UK or EEA, including in countries such as the United States. Where this occurs, we ensure that appropriate safeguards (such as Standard Contractual Clauses or other legally recognised transfer mechanisms) are in place to protect your personal data.

We will disclose your data to companies you are working with such as claims management companies, debt management firms, insolvency practitioners, solicitors or law firms, upon your consent to do so, for the purpose of enabling them to provide relevant services to you. Each such third party will act as a data controller in relation to the data that we supply to it; and each such third party will supply to you a copy of its own privacy policy, which will govern that third party's use of your personal data.

We may disclose your personal data to insurers, compliance consultants and/or professional advisers in so far as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

We may disclose personal data to our suppliers or subcontractors, such as external printers, IT service providers, credit information firms, admin companies, call centres, compliance consultants and legal advisers.

Any external processors, who process your data on our behalf, are subject to a data processing agreement to ensure the safety and protection of your data. None of our processors are allowed to use your data for any other purposes than instructed by us.

In addition to the specific disclosures of personal data set out in this Section, we may disclose your

personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

International Transfers

Some of our service providers, including certain identity-verification and fraud-prevention partners, may process personal data outside the UK or EEA, including in countries such as the United States. Whenever we transfer your personal data internationally, we ensure that appropriate safeguards are in place to protect it. These may include Standard Contractual Clauses approved by the UK Information Commissioner's Office or other legally recognised transfer mechanisms.

Marketing

You are provided with choices regarding marketing and we record your preferences in relation to this and how we communicate with you.

We may rely on consent when we use your personal information for direct marketing. This will be where you have specifically consented to us or a third party that you are happy to receive marketing contact from us.

We may also rely on legitimate interests for our direct marketing. Our legitimate interests are to inform individuals about products or services which may be of interest to them. Our legitimate interest may also be our commercial interests in operating our business, which includes acquiring new customers, providing additional services to existing or previous customers that are similar or aligned with previous products or services and, expanding our operations.

You may also receive marketing communications from us if you have previously enquired about or purchased similar services from us and, in each case, you have not opted-out of receiving that marketing. This is known as a 'soft opt-in'.

Such marketing communications may be in relation to claims management, financial advice and legal services which could be done by post, email, SMS or telephone.

To opt out of receiving future marketing under any lawful basis, or under soft opt in, in which we intend to rely on for direct marketing, please opt-out using the contact details provided in this Privacy Policy.

If you require any further information about the lawful basis we have relied on to send direct marketing to you, please do not hesitate to contact us.

Cookies

Cookies are text files placed on your computer to collect standard internet log information and

visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. These cookies are stored by the browser on your device. They can be used for a variety of purposes, such as identifying your previous visits to a website, researching the most popular features of a website.

For further information please feel free to visit our cookie policy page. You can set your browser not to accept cookies and the following websites (www.aboutcookies.org or www.allaboutcookies.org) tell you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

Google cookies

Valid8 IP Ltd uses Google Analytics to monitor the use of its website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store and use this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>

Refusing cookies

Most browsers allow you to refuse to accept cookies. Please see below for further details:

Microsoft Edge: <https://support.microsoft.com/en-us/windows/manage-cookies-in-microsoft-edge>

Firefox: <https://support.mozilla.org/en-US/kb/block-websites-storing-site-preferences>

Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en-GB>

Safari: https://support.apple.com/kb/ph21411?locale=en_US

Opera: <http://www.opera.com/help/tutorials/security/privacy/>

Please note: The Valid8 IP Ltd website contains hyperlinks to websites owned and operated by third parties. These third-party websites will have their own privacy policies, including cookies, and we suggest that you check them. They will govern the use of any personal information which is collected by cookies while visiting these websites. Valid8 IP Ltd cannot accept any responsibility or liability for the privacy practices of such third-party websites and your use of such websites is at your own risk.

How long do we keep your personal information

We retain your information for as long as is necessary for the purpose for which it was originally obtained. We have some legal and regulatory obligations to hold certain pieces of information for specific timeframes.

Credit Reports - will be stored for 30 days and then pseudonymised.

Banking Transaction Data - will be stored for 30 days and then deleted.

Where we have provided a service to you, we will hold all information relevant to this for 6 years to enable us to defend any claims/complaints made about our service. Information relating to any complaints will be held for 3 years.

We also need to keep some of your information for our accounting and reporting requirements.

Your contact details will be held for the purposes of direct marketing for 6 years, this is to enable us to let you know about new products or services that may be of interest to you as detailed above.

Your Rights

You have the following rights in accordance with the UK GDPR and the DPA:

- o To know that your data is being processed
- o To access your personal data free of charge
- o To have your information corrected if inaccurate (including ensuring any third party puts right any inaccuracy)
- o To request that your data be erased
- o To restrict processing
- o To request transfer of your data
- o To object to processing and;
- o Rights relating to automated decision making and profiling

You may request that we to provide you with any personal information we hold about you. Where you send us a request to access your data, this will usually be free of charge and sent to you within one month (unless your request is complex). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity before we are able to process your request.

We may withhold personal information that you request to the extent permitted by law.

You may instruct us at any time not to process your personal information for marketing purposes.

If at any point you wish to raise a complaint regarding our data handling then you have the right to complain to the Information Commissioner's Office (ICO) the supervisory authority for data protection issues in the UK whose information is available at www.ico.org.uk. However, we would

appreciate the opportunity to deal with any concerns directly with you in the first instance.

The ICO's address:

- o Information Commissioner's Office
- o Wycliffe House
- o Water Lane, Wilmslow
- o Cheshire
- o SK9 5AF
- o Helpline number: [0303 123 1113](tel:03031231113)
- o ICO website: <https://www.ico.org.uk>

Security

Valid8 IP Ltd recognise the personal nature of the information we collect, process and store. Valid8 IP Ltd is committed to good data management to protect people from harm. All personal data provided to us is stored on our secure servers. As we are committed to ensuring that your information is secure, we have put in place suitable physical, electronic and managerial procedures to prevent loss, unauthorised access, misuse or disclosure and to make sure that your information is safe and secure. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which may be collected or you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

General and opt out

You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected. Unless otherwise agreed, no delay, act or omission by a

party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

SCHEDULE 3, PART THREE

TAL MARKETING GROUP LIMITED'S PRIVACY NOTICE

Privacy Policy

Effective Date: Wednesday, 1 Aug 2025

Introduction

TAL Marketing Group Ltd ("we", "us", "our") respects your privacy and is committed to protecting your personal data. This Privacy Policy explains how we collect, use, share, and store your information when you use our services, in compliance with UK GDPR and other applicable laws.

TAL Marketing Group Ltd is an appointed representative of Creative Finance Corp LTD under reference FRN 968428.

Data Controller

TAL Marketing Group Ltd is the data controller responsible for your personal data. Our registered address is:

Work.Life, Core, Brown Street, Manchester, M2 1DH

If you have any questions about this Privacy Policy or how we handle your personal data, please contact us:

- **Email:** hello@leadly.co.uk
- **Phone:** 01617 061 710

What Data We Collect About You

We may collect, use, store, and transfer the following types of personal data:

- **Basic Personal Data:** Name, date of birth, address, email address, phone number.
- **Financial Data:** Information about your lender, product type, loan balance, and credit profile for credit search purposes.
- **Aggregated/Analytical Data:** Non-personal data used for internal reporting and business analysis.

We do not collect any special category data (e.g. health, ethnicity, religious beliefs).

How We Collect Your Data

We collect your personal data from:

- **Direct Interactions:** When you complete forms on our website or contact us directly.
- **Partners:** Such as regulated entities, when they request credit search services on your behalf.
- **Credit Reference Agencies:** We obtain credit search results from Equifax and TransUnion.

How We Use Your Personal Data

We will only use your personal data when permitted by law. Most commonly, we will use your personal data:

Purpose/Activity	Type of Data	Lawful Basis
To conduct credit searches via Equifax and TransUnion	Basic Personal Data, Financial Data	Consent: You provide explicit consent for us to conduct the credit search.
To share credit search results with partners	Basic Personal Data, Financial Data	Legitimate Interests: To provide our services in brokering credit search results to partners.
To comply with legal obligations (e.g. FCA rules)	Basic Personal Data, Financial Data	Legal Obligation: Required by applicable financial services regulations.
To analyse and improve our services	Aggregated/Analytical Data	Legitimate Interests: Business analysis and service improvement.

Marketing, Advertising, and Promotions

We may send you marketing communications (email/SMS) about our services and similar products. You can opt out of receiving these communications at any time by following the unsubscribe link in our emails or by contacting us directly.

Cookies

We use cookies on our website to enhance your experience and to analyse usage. For more information, please refer to our Cookie Policy (included in this document) or contact us.

Sharing Your Personal Data

We may share your personal data with the following recipients:

Company Name	Company Details	Processing Activity
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Company Name	Company Details	Processing Activity
Equifax Limited	Company number: 2425920 Registered office: 1 Angel Court, London, EC2R 7HJ.	To conduct credit search services to assess your claim eligibility.
TransUnion International UK Limited	Company number: 04968328 Registered office: One Park Lane, Leeds, West Yorkshire, LS3 1EP.	To conduct credit search services to assess your claim eligibility.
IT Service Providers	UK & EEA	To host and support our IT infrastructure.

We permit TransUnion to contact you directly to assess how effective our explanation of how your Data is used is, and to assess your satisfaction with our services.

You have the right to object to any direct contact from TransUnion regarding satisfaction surveys by contacting us using the details provided in this policy.

Credit Reference Agency Information Notice (CRAIN)

If you'd like to understand how credit reference agencies use and share personal data (including the legitimate interests they pursue), please read the Credit Reference Agency Information Notice (CRAIN): <https://www.equifax.co.uk/privacy-hub/crain>

International Transfers

We do not transfer your personal data outside the UK or EEA.

Data Security

We have implemented appropriate security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorised way. Access to your personal data is limited to those employees, agents, and partners who have a business need to know.

Data Retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, or reporting requirements.

Your Rights

Under data protection laws, you have the right to:

- **Access:** Request a copy of your personal data.
- **Rectification:** Request correction of any incomplete or inaccurate data.

- **Erasure:** Request that we delete your personal data in certain circumstances.
- **Restriction:** Request restriction of processing in certain circumstances.
- **Objection:** Object to processing where we rely on legitimate interests (including profiling).
- **Withdrawal of Consent:** Where we rely on consent to process your data (e.g. for credit search), you have the right to withdraw your consent at any time by contacting us.
- **Data Portability:** Request transfer of your data to another party.

Contacting Us

If you have any questions about this Privacy Policy, please contact:

TAL Marketing Group Ltd

Work.Life, Core, Brown Street, Manchester, M2 1DH

Email: hello@leadly.co.uk

Phone: 01617 061 710

You also have the right to lodge a complaint with the Information Commissioner's Office (ICO) if you believe we have not complied with applicable data protection laws.

SCHEDULE 4**GLOSSARY OF DEFINED TERMS**

In the DBA, the Alternative DBA, the LMA, Parker Kerrigan's engagement letter and Parker Kerrigan's Privacy Notice, the following terms have the following meanings.

Adverse Costs	Any costs which the Claimants are ordered to pay by the court in respect of any Claim they pursue.
Claim(s)	Each Claimant's individual claim or complaint (which may comprise more than one claim in law) against the Defendant, brought as part of the Proceedings, including any representation, complaint or administrative submission made to a Defendant on a Claimant's behalf in relation to a Claimant's entitlement to a payment of any kind and in any context, whether within formal litigation, the FCA's Motor Finance Consumer Redress Scheme (or any related, supplementary or replacement scheme), any other formal or informal redress scheme under the aegis of the FCA, under a Scheme of Arrangement under Part 26 of the Companies Act 2006 or otherwise.

Claim Proceeds	The sum total of any and all value due to and/or received by, on behalf of, or in lieu of payment to, a Claimant in connection with or arising out of the Claim or the Proceedings as a result of any judgment, award, order, settlement arrangement or compromise, (including: a) payment of any damages, compensation, interest, restitution, recovery, judgment sum, arbitral award, settlement sum, compensation payment; b) any sums recovered by way of compensation for loss or damage or redress awarded in the FCA's Motor Finance Consumer Redress Scheme (or any related, supplementary or replacement scheme), or any other compensation or redress scheme which may be instituted, whether under the aegis of the FCA or otherwise; and c) any sums paid in settlement of the Claim through a Scheme of Arrangement pursuant to Part 26 of the Companies Act 2006), whether in monetary or non-monetary form, whether actual or contingent, and before deduction of any taxes which the Claimant may be liable to pay thereon. For the avoidance of doubt Claim Proceeds do not include: any costs, barristers' fees or Disbursements paid or payable by another party to the Proceedings.
Claimant and Claimants	Persons who have instructed Parker Kerrigan to bring a Claim against the Defendant as part of the Proceedings and whose names, addresses, and the date on which they instructed Parker Kerrigan appear in a register kept by Parker Kerrigan.
Committee	A group of not more than 9 representative Claimants to whom authority to take certain decisions in respect of the Proceedings is delegated by each Claimant.
Committee Member(s)	The Initial Committee Members plus any individuals who subsequently join the Committee, minus any Initial Committee Members who cease to be members of the Committee.
Confidential Information	Information which is confidential to the Claimants or Parker Kerrigan.

Data Controller	The 'data controller' is a term in the legislation for the person or company who is responsible for deciding why and how Personal Data is processed. Harcus Parker Limited, a limited liability company incorporated in England and Wales and with its registered office at 80 Strand, London WC2R 0DT (regulated by the SRA under ID 653501), trading as Parker Kerrigan, is the Data Controller responsible for the Processing of your Personal Data in relation to your case (including any related Processing undertaken on the Website or elsewhere).
DBA Regulations 2013	The Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013/609).
Defendant and Defendants	Your finance company (and any other party we may advise you to sue).
Disbursements	The expenses which Parker Kerrigan will need to pay in order bring the Proceedings (excluding barristers' fees which are included in the Solicitors' Fee). These include: i) the fees of experts; ii) Court fees (where applicable); iii) the payment of insurance premiums (if relevant, and whether or not such premiums are payable up front or only in the event of success); iv) the costs, as applicable, of data rooms, disclosure platforms, and electronic bundling systems; and v) couriers and other document production costs such as photocopying charges.
Distribution Arbitrator	A retired High court Judge, to be nominated by the Committee on the advice of Parker Kerrigan and, in the absence of a nomination, to be nominated by the Chairman for the time being of the Chancery Law Bar Association.
Generic Costs	Costs which are incurred in relation to any common issues across all or some of the Claimants and are not Individual Costs
Harcus Parker	Harcus Parker Limited of 80 Strand, London WC2R 0DT, trading in this matter as Parker Kerrigan

Initial Committee Members	Individual Costs	Costs which relate to elements of Claimants' individual claims which are solely attributable to individual Claimants, where those individual Claimants have not been selected as 'test cases' or 'lead cases' or the like.
	Individual Rights	UK Data Protection Laws give you individual rights so that you keep control of your Personal Data. Any reference to individual rights in this privacy concerns the rights listed above.
	Issue Costs	The costs of dealing with specific issues which apply to some but not all Claimants.
	Legal Basis	We are always required to rely on a legal basis to Process Personal Data. Any reference to legal basis means either of the following six data protection legal basis: consent, contract to which you are a party, legal obligation, vital interest, public task, legitimate interest.
	Majority	More than 50%.
	Notice	All invoices, notices, documents, consents, approvals, or other communications sent by Parker Kerrigan, a Claimant or the Committee regarding the DBA or the LMA.
	Obstructive Claimant	A Claimant who, in Parker Kerrigan's reasonable opinion, has persistently failed so unreasonably to comply with requests for cooperation that they are obstructing the efficient progress of the Proceedings.
	Other Defendant	Any party other than the lender named in the DBA or Alternate DBA, whom Parker Kerrigan advises you to bring a claim against after further investigation.
	Overall Claim Proceeds	The Claim Proceeds of all the Claimants taken together.
	Personal Data	Personal Data means any information which directly or indirectly identifies you. We have listed the main Personal Data we Process about you, above.

Proceedings	The Claims of all Claimants individually or together.
Process, Processing and Processed	Any activity impacting Personal Data, including accessing, collecting, holding or anonymising, is considered processing Personal Data under UK Data Protection Laws.
Proportionate Share	A fraction of which the numerator is the value of the Claimant's Claim and of which the denominator is the aggregate value of all the Claims of those Claimants who, as at the date of the relevant calculation, are parties to the LMA and who participate in the Proceedings. For the purposes of calculating the Proportionate Share, the 'value' shall mean the amount claimed by each Claimant, unless the Committee, upon Parker Kerrigan's recommendation, decides upon a different definition of value for the purposes of this clause, in which case the Committee shall procure that the Claimants are notified.
Purpose for Processing	We are required to disclose the reason for Processing your Personal Data; that is what we call the purpose for Processing. We have detailed our key purposes above.
Questionnaire	Any questionnaire concerning the case, made available to you in any manner and which you will or may have already filled in in order to express your interest in, or formally join the case. .
Social Platforms	According to UK Data Protection Laws, we are also responsible for the way we Process your Personal Data we obtained through our social accounts.

Solicitors' Fee	If the Claims settle without the need to go to Court the following charges shall apply in the DBA or the Alternative DBA (whichever is applicable):			
	Band	Redress awarded for a claim (3)	The maximum percentage rate of charge	The maximum total charge (£) + VAT
	1	£1-£1,499	30%	£420
	2	£1,500- £9,999	28%	£2,500
	3	£10,000 - £24,999	25%	£5,000
	4	£25,000 -£49,999	20%	£7,500
	4	£50,000 or above	15%	£10,000
Alternatively, an amount of money equivalent to 40% + VAT of a Claimant's Claim Proceeds in the unlikely event that the Alternative DBA comes into force.				

UK Data Protection Laws	UK data protection laws means the UK General Data Protection Regulation, the Privacy of Electronic Communications Regulations, the Data Protection Act 2018 and any other local data protection laws applicable to the UK. Please note that European data protection laws are similar to UK Data Protection Laws and this privacy notice is intended to also provide you with all disclosures required under European data protection laws.
Website	Our website at harcusparker.co.uk and any other websites which we may operate for particular cases, including the Claim website found via: www.parkerkerrigan.co.uk
Win	The resolution of a Claim which results in a Claimant recovering or becoming entitled to any Claim Proceeds.

SCHEDULE 5

PARKER KERRIGAN'S TERMS AND CONDITIONS OF BUSINESS

1. **Parker Kerrigan (the 'Firm', 'we', 'us' and 'our')** is a trading name of Marcus Parker Limited

Harcus Parker Limited is a limited company incorporated in England and Wales with company number 1352441. The Firm's registered office is at 80 Strand, London WC2R 0DT.

The Firm is authorised and regulated by the Solicitors Regulation Authority. Its registration number is 653501. The rules imposed by the Solicitors Regulation Authority can be accessed at: <https://www.sra.org.uk/solicitors/standards-regulations/>

All references to 'partners' are to the directors of the Firm or to fee earners with that title and equivalent standing.

The Firm will provide legal services to you on the basis set out in our engagement letter (the 'Engagement Letter') and on the following terms and conditions. These terms do not affect the statutory and common law rules governing solicitors' business although if there is a conflict these terms take precedence so far as permitted. In the event of a conflict between on the one hand (a) these Terms and Conditions of Business and the other hand (b) the Engagement Letter, the DBA and/or the Alternative DBA, then (b) shall prevail.

2. Instructing the Firm

Our client is the individual, individuals, or entity to which our Engagement Letter is addressed. Unless otherwise agreed in writing with us, we are not advising any related persons or entities. Unless agreed otherwise, no person other than you will have the right to enforce the contract between us and no person other than you will have any right to rely on our advice.

You should give or confirm your initial instructions to us in writing. You should give us all relevant information and tell us as soon as possible of any changes to your instructions or circumstances so that we can represent your interests as effectively as possible. Our advice relates to the specific circumstances in which you are instructing us. You must not rely on it in different circumstances.

To assist us in carrying out our responsibilities to you in a proper and efficient manner, we ask you to respond quickly and fully to our requests for instructions or information, to provide or help us to get all facts and information relevant to our work for you, not to keep any relevant information from us, and not to ask us to do anything which in our view would involve us acting in an illegal, improper, or unreasonable way.

If you instruct us to act for a company or organisation, we will assume that you have authority to do so unless told otherwise. If you instruct us to act for clients jointly (for example, the executors of an estate, trustees or joint owners of property), you will be jointly and severally liable for our fees (meaning you are each liable for the full amount if the other(s) do not pay) and we will assume that you have authority to instruct us in this way, unless we are told otherwise. If we receive instructions from you, we will deal directly with you.

We will inform you who in the Firm is responsible for co-ordinating the work that we do for you and for reviewing our service. If appropriate he or she may delegate work to others in the firm. They will discuss major changes in staff with you beforehand. Delegating work effectively makes sure that people with the right level of expertise and experience do the work as economically as possible. We will keep your case under proper review and will update you regularly on its progress as well as keeping you regularly up to date on the fees that have been incurred.

Provided our professional rules permit us to do so, we may now or in the future be instructed by, and act for, other persons and in other matters which are not related to your matter, where the interests of the other persons may be adverse to you or your interests. For example, we may act for you in the context of a group action but adverse to you on an unrelated matter.

Unless agreed otherwise, we will only advise on the laws of England & Wales and on relevant cross-border issues and we have no obligation to provide services outside of the agreed scope of our work. Our advice also necessarily relates only to the law in force at the date of delivery of the services, so unless you specifically engage us to provide additional advice on issues which arise after your matter, the Firm has no continuing obligation to advise you with respect to future legal developments or your rights and liabilities.

3. Basis of the firm's fees

Subject to any provisions to the contrary in your Engagement Letter, the Firm charges on the basis of the time spent dealing with your case at the hourly rates of the fee-earners working on the case. We will give you details of the rates of those working for you when you first instruct us. We record time in units of six minutes. The hourly rates of legal staff depend on their experience and seniority and are reviewed once a year, with effect from 1 January. We will notify you of any changes in advance.

Value Added Tax ('VAT') is charged, where appropriate, on our fees and expenses. The Firm's VAT registration number is 304608037.

4. Estimates and quotations

When you instruct us, we will try to tell you the likely level of our fees. Unless we tell you otherwise, this will be an estimate only, not a fixed quotation. If you ask for a fixed quotation we will try to provide one, but it may not be possible to predict the amount of time we will need to deal with a matter. You may set an upper limit on costs. We will not do any work that will take our fees over this limit without your permission. If we provide a fixed quotation, this will only apply to the work we agree, in writing, at the time. If you then ask us to do extra work, we will charge you for the extra work. Any estimate given is also exclusive of disbursements, expenses and VAT or any similar sales tax.

5. Disbursements and expenses

We will usually need to pay disbursements and out-of-pocket expenses on your behalf. These may include, for example, court fees or barrister's fees.

We may charge you to recover our costs in relation to certain services provided by us or to us by third parties, including travel expenses, photocopying, and courier charges. We do not charge separately for stationery, postage costs, telephone calls or faxes.

Unless you tell otherwise, we will incur smaller expenses without first seeking your permission. All larger costs will be agreed with you in advance. Where expenses will be substantial, the firm may need to ask you for money on account before it incurs any liability.

All expenses will be itemised on our bill for reimbursement by you.

6. Bills

We will tell you how often we will issue bills. This will usually be between every one and three months. You are entitled to object to a bill by making a complaint to us in the first instance. If for any reason at the conclusion of the firm's complaints process you are not satisfied with the outcome then you may be entitled to refer matters to the Legal Ombudsman as we explain in more detail below under the heading of Service delivery issues. You may also have a right to apply to the Court for an assessment of a bill under Part III of the Solicitors' Act 1974.

If you are the client who instructs us, we are required to issue the bill in your name, even if the bill is being paid by a third party. As the named client, you will be liable for payment.

The firm's bills will always be final for the period which they cover, although the firm's fees may be billed separately to disbursements and expenses.

7. Bank account

The firm operates its client account with National Westminster Bank plc. The details are as follows:

Account number: 49137360

Sort code: 60-00-01

In the event that we change our bank details, the partner responsible for your case will telephone you personally to confirm the change. If you receive an email or letter notifying you of a change to the firm's bank account details, you should ring the partner who is responsible for your case to check whether the change is genuine.

8. Payment terms

Our bills will be addressed to you and you shall be liable to us for our fees, disbursements and expenses. This will be the case even if our bill acknowledges that another person may pay it.

You must pay our bills when you receive them. If you have still not paid a bill 30 days after you have received it, we may charge interest at the rate of 2% above the base rate of National Westminster Bank plc from the date when we delivered the bill until you pay it in full.

We may decide not to carry out further work until we are paid or to terminate our engagement with you (on this and any other matter) on written notice to you and you will be responsible for any costs incurred by us to recover any unpaid sums.

You will pay our bills without any deduction or withholding on account of taxes or other charges.

9. Service delivery issues

We aim to maintain the highest possible standards of professional skill and service. If you are not happy with any aspect of our work or have a complaint about a bill received from us, we would like to know as soon as possible, and you should initially contact the partner who is responsible for looking after your work.

We will try to deal with any problem quickly. We have an internal complaints procedure to help us deal with the problem between you and us, a copy of which is available to you at any time on request. If, for any reason, at the conclusion of the firm's complaints process you are not satisfied with the outcome then we will provide you with the name of an approved alternative dispute resolution body which would be competent to deal with the complaint. We will also let you know whether we agree to use the scheme operated by that body.

At that stage you may be able to refer the matter to the independent Legal Ombudsman, who can be contacted at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. The Legal Ombudsman's address is PO Box 6167, Slough, SL1 0EH. . There are time constraints within which you can involve the Legal Ombudsman.

You must complain to the Legal Ombudsman within six months of the date of our final written response on your complaint, and within one year of the act or omission that caused the complaint or, if outside that period, within one year from when you should reasonably have known about the relevant act or omission. You should give us a minimum of at least eight weeks' opportunity to resolve your complaint before you raise the matter with the Legal Ombudsman. In any event, you should refer your complaint to the Legal Ombudsman no later than six months after your last contact with us.

You may also be entitled to apply to have our charges reviewed by the Court, whether they are for contentious or non-contentious work. This procedure is known as assessment by the Court. The rules are set out in sections 70 – 72 of the Solicitors' Act 1974. Except in exceptional circumstances, the Court will not allow a bill to be assessed more than 12 months after delivery.

Our Complaints Handling Procedure, which includes further details, can be obtained emailing complaints@parkerkerrigan.co.uk.

10. Responsibility for other lawyers

If we instruct other lawyers in the UK or elsewhere to act for you, we will choose them carefully, but we cannot be responsible for their work unless we have agreed otherwise. We will usually charge the fees of counsel and correspondent lawyers as disbursements.

11. Advice on tax

We do not specialise in tax and we will not advise on the taxation consequences of any proposed course of action, nor will we provide material aid or assistance in connection with your tax circumstances.

12. Money on account

We may ask you to make a payment to us on account, for example, before incurring fees or substantial out-of-pocket expenses. The payment is retained in our client account. It remains your money until we issue a bill. We are entitled to keep any money held on your behalf until such time as you have paid our bills in full. We also reserve the right to take any payment that is due to us from any money held on your behalf in our client account, whether in respect of the matter to which a bill relates or to any other matter we are handling for you.

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by National Westminster Bank plc (or such other major bank with whom we may bank from time to time). The period for which interest will be paid runs from the date when cleared funds are received by us until the date of payment to you or any third party. The payment of interest to you is subject to a minimum limit of £250 per annum.

We do not accept cash from clients.

13. Our liability to you

The Firm has sole legal liability for the work done for you and for any acts or omissions in the course of that work. This means that no partner, member, interest-holder, consultant, or employee of the Firm will have any liability for that work, notwithstanding that any person may sign their own name on any communication or other document in the course of acting on behalf of the Firm. You undertake that you will not in any circumstances bring any action in respect of any loss, damage, costs or expenses, whether arising in contract, negligence or otherwise, against any of our partners, members, interest-holders, consultants or employees.

We will not be liable for any consequential or indirect losses which arise out of the work we do for you, whether or not such loss might have been foreseeable at the commencement of our contract. This includes, but is not limited to, any loss of profit, anticipated revenues or business opportunities, goodwill, or losses associated with damage to your reputation.

We shall have no liability to any third party for any services or advice that we provide to you unless a partner of the Firm has agreed in writing that the third party can rely on such services or advice.

We shall have no liability for any services or advice given by any third party, including those whom we instruct on your behalf. Similarly, if you retain a third party to provide you with advice or services, we shall have no liability for any: inefficiency or failure of their systems; unauthorised access to or misuse or loss of information about your business and affairs from their systems or that is in their possession; or viruses they may pass on to you, nor will we be responsible for checking the adequacy of the security of their systems. This is the case regardless of whether you have instructed them directly or we have instructed them on your behalf.

Our liability to you for any direct loss or damage that you may suffer will be limited to that proportion which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you. For these purposes, you agree

that no account is to be taken of any other party's reliance on exclusions or limitations of liability which have been agreed with you.

In any event, you agree that, subject always to our rules of professional conduct, our aggregate liability to you is £10 million, including interest and you acknowledge that the applicable aggregate limit applies to the total of all claims you make against us, whether one or more acts or omissions affect one or more matters.

Nothing in this section 13 or otherwise agreed in writing shall exclude or limit our liability to you: for fraud; for death or personal injury caused by our negligence; or to the extent that liability may not be excluded or limited by any applicable law.

14. Litigation

We do not provide services which are funded by legal aid.

If you have legal fees insurance, you are advised to check as soon as possible to ascertain whether your policy will cover all or a part of your legal costs. If so, you should notify your insurer immediately as it will need to confirm cover before accepting liability for your legal costs and any delay in notification may allow the insurer to refuse to accept the claim. Whatever your arrangements with your insurer, you remain responsible for paying our bills.

If you win your case, the court may order the other side to pay your costs. You are unlikely to receive the full amount which you have spent. Our fees will not be limited to the amount which is recovered from the other side in any proceedings, including in proceedings in the County Court and you and we agree that section 74(3) of the Solicitors Act 1974 shall not apply.

If you lose your case, the court may order you to pay the other side's costs. Whatever the court orders, you remain liable to pay our bills.

15. Confidentiality and disclosure

We will keep your confidential information confidential, subject to the following conditions:

- disclosure of such information is required by the laws and professional regulations to which we are subject;
- there is no confidentiality between joint clients;
- unless you tell us otherwise, we will assume that we are authorised to reveal information about you to other advisers whom you have instructed on related matters;
- the Firm may share your confidential information with its subsidiary, Marcus Sinclair UK Limited;
- in some circumstances, we may have a duty to check and confirm the identity of new clients and to report to the relevant authorities any knowledge or suspicion of money laundering. If we make such a disclosure we may not be able to tell you that a disclosure has been made and we may have to stop working on your case for a period of time and we will not be able to tell you why;
- in order to comply with the SRA Accounts Rules, we will be subject to checks by our accountants. This could mean that your file is selected for checking. These inspections are conducted in strictest confidence. Unless you tell us otherwise, we will assume that we have your consent to this;
- in order to outsource services such as IT infrastructure and services and other back-

office functions. We will ensure that providers of such services have given robust information security, data protection and confidentiality undertakings and we will monitor their compliance, reputation and standards;

- in order to protect ourselves protect and/or defend ourselves in any actual or threatened legal or regulatory proceeding. Similarly, we may also disclose any relevant information in confidence to our insurers, insurance brokers, auditors and other advisers, if and to the extent such disclosure may occur without waiving or losing any applicable legal professional privilege;
- we are authorised to disclose that you are a client of the Firm and that we have acted for you on any matter where information about that matter is in the public domain and on any other matter where you consent to such disclosure.

You acknowledge that neither the Firm nor any person working for us will be required to disclose to you, or use on your behalf or for your benefit, any documents or information in our possession and in respect of which we owe a duty of confidentiality to another client, a former client or any other person. You therefore acknowledge that we will not disclose such information to you even if it is relevant to a matter on which we are acting for you, or is of broader interest to you. This is the case even if you have an "interest adverse" to that other client's.

You acknowledge that where information that is or may be material to your matter is provided to partners or personnel at the Firm, other than those individuals involved that particular matter, knowledge of that information will not automatically be imputed to any other individuals who are not involved

16. Copyright

The copyright in all written work which is produced by us for you belongs to the Firm. Subject to the payment of our fees, you have an implied licence to make use of those documents for the purposes for which they were produced, but the ownership of the copyright remains with this firm unless the firm specifically agrees to this in writing.

17. Electronic communications

Unless you tell us not to, we will use emails to contact you or anyone involved in your case. We cannot guarantee the safety of emails or when they will arrive. We are not responsible for any loss or damage caused by emails arriving later, or loss or damage caused by email security being broken. Although we are careful to make sure that our computer systems are free from viruses, we are not responsible for any loss or damage to you or your computer systems which is caused by electronic communication with us.

18. Financial Services

The Firm is not an authorised person for the purposes of the Financial Services and Markets Act 2000. However, we may provide certain limited services in relation to regulated activities, including insurance distribution activity (broadly the advising on, selling and administration of insurance contracts) because we are supervised and regulated by a designated professional body for the purposes of the act and are included on the register maintained by the Financial Conduct Authority which can be accessed at www.fca.org.uk/firms/financial-services.

Where we are instructed by you to acquire, dispose of, or collect in any investment asset, we do so solely on an "execution only" basis. You should seek independent investment advice before instructing us to do so.

There is a complaints procedure and redress mechanism in respect of any work we undertake involving investments provided by the Solicitors Regulation Authority and the Legal Ombudsman.

19. This retainer

If you instruct us on a particular case, we will assume that you want us to complete it.

You may end your instructions at any time. This will not affect your responsibility to pay our outstanding fees and any disbursements and costs, regardless of whether they have been billed at the time you end your instructions.

We may stop acting for you at any time if:

- any of our fees or disbursements remain unpaid for more than 30 days after they become due to be paid;
- we are unable to obtain proper instructions from you or there is otherwise a breakdown in the relationship between us;
- there is a conflict of interest or a rule of professional conduct which prevents us from acting for you or your engagement of us is or becomes illegal;
- there is some other reason beyond our control which prevents us carrying out our duties to you.

Subject to any contrary provisions in the Engagement Letter, if we stop acting for you or we cannot complete the matter we will charge for all of the work we have done. We may charge you for the costs of transferring the matter to another adviser if that is appropriate. We will keep your papers until you have paid all fees and disbursements.

20. Retention of documents

The Firm will generally retain a file in relation to any particular case or matter for seven years after the relevant case or matter is completed. Thereafter the firm will be entitled to destroy the file without further reference to you.

21. Accepting these terms

Our contract with you is governed by English law. The courts of England shall have exclusive jurisdiction to determine any claim or dispute arising out of or in any way connected to it.

If you continue to instruct us after receiving these terms of business, you will have accepted the conditions set out above.

SCHEDULE 6**NOTICE OF RIGHT TO CANCEL AND CANCELLATION FORM****Notice of Right to Cancel**

As we have not met you in person, you have the right to cancel your agreement with us within 14 days, without reason under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This is called your 'cooling off' period.

To cancel your claim, please inform us of your decision by completing and returning the below notice by email to info@motorfinance.parkerkerrigan.co.uk via our freepost service at 'Freepost PARKER KERRIGAN', within the 14-day period. You may use the attached form should you wish, but you do not have to.

Should you wish to cancel after the 14-day cooling off period, our standard cancellation policy as set out in of our Damages Based Agreement shall apply.

✂.....

Cancellation Notice

To: Marcus Parker Limited, trading as Parker Kerrigan, 80 Strand, London, WC2R 0DT

Email: info@motorfinance.parkerkerrigan.co.uk

I/We hereby give notice that I/We wish to cancel my/our Damages Based Agreement in relation to my/our Motor Finance Claim.

Name:

Address:

Email address:

Date:

Signed:

SCHEDULE 7**LETTER OF AUTHORITY**

By signing the engagement letter, you authorise us to send a letter of authority in the following terms to the Defendant(s) to your Claim and to any third parties who might have information which would assist you in bringing your Claim. You also specifically authorise us to affix your signature to a letter of authority in the terms set out below.

Dear Sir/Madam

My instruction of Parker Kerrigan (a trading style of Marcus Parker Limited) and their authority to act and to request information on my behalf

I, the customer and relevant data subject, can confirm that I have retained Parker Kerrigan as my solicitors and do hereby give them authority to make the enquiries of you on my behalf in relation to my motor finance contract and any other enquiries set out in the letter accompanying this Letter of Authority pursuant to the Data Protection Legislation and pursuant to Regulation 3 of the Consumer Credit (Disclosure of Information) Regulations 2010.

The information and documents Parker Kerrigan will request initially will be set out in correspondence and include:

1. **a copy of any motor finance agreement I have or have had with you;**
2. **a copy of any other agreement connected with any vehicle in respect of which I have or have had a motor finance agreement with you, including agreements financing the purchase of service plans, gap insurance, alloy wheel leather, tyre, paint and key insurance and any other products related to any relevant vehicle;**
3. **confirmation from you of whether a commission was paid;**
4. **a description of the way in which the amount of the commission was calculated or arrived at; and a statement of whether the commission was what is known as a 'Difference in Charge' commission or a 'Discretionary Commission Arrangement';**
5. **the total amount paid to the relevant dealership by way of commission, and the date (approximate if need be) on which it was paid;**
6. **whether you had a 'right of first refusal' for offering motor finance with the relevant dealership where I obtained financing for my motor finance agreement;**
7. **whether there were any volume-related bonuses and other forms of financial consideration/accommodation passing between you and the relevant dealership in relation to an agreement I have or have had with you;**
8. **copies of any information supplied regarding my employment and/or financial status and a copy (or description of) the procedure followed to ensure there was no incident**

of irresponsible lending;

9. **a copy of at least one annual statement of interest; and**
10. **confirmation of how interest was calculated: was interest calculated on a daily basis or using a convention that there are 30 days in every month and 360 days in the year?**

By summarising this information here, I do not intend to limit my rights to request all of the information to which I am entitled by law at a later date.

This letter further authorises you to correspond with Parker Kerrigan of 80 Strand, London WC2R 0DT.

By agreeing to this letter electronically, I understand that doing so has the same effect as hand writing my signature on a physical copy of this document. I understand and have been advised that:

1. s7(1) of the Electronic Communications Act 2000 gives electronic signatures the same effect as those in 'wet ink';
2. a typed signature, such as the one at the foot of this letter, shall take effect as a 'wet ink' signature; and
3. Article 25 of Regulation (EU) No 910/2014 requires you to accept an electronic signature as you would a 'wet ink one'
4. An audit document which will include when and where I agreed this document and an image of my signature will be included with this letter.

This authority relates to all and any agreements, whether previous or current, that are or have previously been held between you and me, that is _____.

I specifically authorise and require you to provide Parker Kerrigan with all information they require, whether confidential or otherwise, through the use of any form of contact that Parker Kerrigan deems necessary.

Under the Motor Finance Consumer Redress Scheme made by the Financial Conduct Authority ('FCA') in Policy Statement PS26/3, you may be required to send me a provisional redress decision, a final redress determination, or other correspondence about my motor finance agreement(s). I authorise Parker Kerrigan to receive such correspondence on my behalf, and request that it is sent to Parker Kerrigan and not directly to me.

Please note and confirm your understanding of my instruction that if in due course it is determined that if I should be awarded redress and a payment is to be made to me, I instruct you to pay any amount due which I accept in settlement of my claim to an account nominated by Parker Kerrigan.

I will not accept directly-paid compensation in full and final settlement of my claims against you, as I am looking to Parker Kerrigan to review the amount offered before it is sent and to advise on whether the amount is appropriate in the light of the disclosure to be made and the alternative remedies that may be available to me.

I have agreed with Parker Kerrigan that I will require you to pay any agreed sums to an account nominated by them and, further, that I will not in future undermine this agreement by submitting a duplicative claim directly myself, recognising that Parker Kerrigan is relying on these assurances.

This authority is valid continuously until I provide you with a written withdrawal of authority (but

please note that I have agreed with Parker Kerrigan that I will not withdraw my authority). I confirm that I am not aware of any other law firm, Claims Management Company or other third party which has authority to act on my behalf and for the avoidance of doubt if you have a record of any such purported authority I hereby withdraw it and seek your confirmation that you will engage only with Parker Kerrigan (a trading style of Marcus Parker Limited).

I authorise Parker Kerrigan to initiate and pursue a formal complaint on my behalf with any relevant regulator should you fail to comply with the instructions recorded above, including instructions as to the provision of documents and information, within 30 days.

Yours faithfully

SCHEDULE 8**FORM OF ACKNOWLEDGEMENT OF UNDERSTANDING OF THE
CONSEQUENCES OF ENTERING AN AGREEMENT TO USE THE SERVICES OF
A LAW FIRM FOR YOUR MOTOR FINANCE CLAIM**

By signing this engagement letter and becoming a client of Parker Kerrigan, you will agree to the below statement:

I, _____, of _____, confirm the following:

1. I am aware that the FCA has now made an industry-wide Motor Finance Consumer Redress Scheme in Policy Statement PS26/3, that the rules came into force on 31 March 2026, and that the commencement dates of the Scheme are at present subject to delay because of legal challenges brought against the rules.
2. Under the Scheme as made: i) if I have not already made a complaint, my lender will be obliged (if I am eligible and they are able to locate me) to invite me in writing to opt in to the relevant Scheme, and I will have 6 months from that invitation to do so; ii) if I have already complained, my lender will be obliged to contact me (or more probably, Parker Kerrigan) within 3 months of the Scheme coming into operation with a provisional redress decision; and iii) if my lender is unable to locate me, I will have one year from the commencement of the relevant Scheme to make a complaint myself. The FCA states that I should be proactive and take steps to contact my lender as soon as possible.
3. I understand that I am not required to use the services of a law firm to pursue my claim. I am aware that I can make a complaint for free: either to my lender now, or, once the FCA's Motor Finance Consumer Redress Scheme commences, by participating in that Scheme. The FCA provides a guide as to how I can do so, including providing a template letter ([template letter \(DOCX\)](#)) that may be sent. The FCA also advises more generally on the subject on its website, including at <https://www.fca.org.uk/consumers/car-finance-complaints>. I could also use a free complaints service such as Resolver (see <https://www.resolver.co.uk/rights-guide/car-finance>).
4. Having regard to the information presented to me (which may include websites affiliated with Parker Kerrigan) including the Motor Finance Claims – Document Pack shown to me, I do not wish to use the methods presented to me in paragraph 3 above and want to use the services of a law firm, in particular, Harcus Parker Limited trading as Parker Kerrigan. Whilst that is my choice to do so, whether for the sake of convenience or otherwise, those reasons could include: the receipt of its advice and expertise, to avoid errors that I may make, to insist on proper disclosure from the defendants, and to ensure that if I am owed compensation, that my lender pays the correct amount to me.
5. I agree that my electronic signature may be affixed to this document when I become a client of Parker Kerrigan.

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[1] <https://www.fca.org.uk/news/statements/fca-consult-compensation-scheme-motor-finance-customers>

[2] <https://www.fca.org.uk/news/statements/fca-consults-motor-finance-compensation-scheme>

[\[3\]](#) This is a defined term: see page 43.