

## Damages Based Agreement

This agreement is a legally binding contract between you and Wisemann Law Limited trading as Bee Legal.

It will take effect from the Date of the Agreement and stay in force until it is terminated by you or by us, or the case is concluded, whichever of these events takes place first.

Agreement Date: X .....

Between:

We, your Solicitors: Bee Legal

You, the Claimant(s): X .....

### What is covered by this agreement:

Your claim(s) for reimbursement as a consequence of miscalculated credit card PPI or Plevin claims.

### What is not covered by this Agreement:

Any appeal or review you make whether on our advice or not against a decision or award in this claim.

### Paying Us:

If you win your claim you pay 40% (plus VAT) of the amount of damages excluding any future pecuniary losses.

If you are unsuccessful with the claim and recover nothing you will not have to pay us anything.

If you receive an interim award we may require you to make an interim payment in respect of our costs, limited to 40% plus vat of the interim damages.

If you end this Agreement before you win or lose you are liable to pay £1000.00 in respect of the work undertaken by ourselves.

We may also end this agreement before you win or lose please see Condition 7 of the attached terms and conditions.

For example:

- If you were to be awarded the sum of £1000.00 then you would be liable to pay us £400.00 out of the award (plus VAT) and you would receive the balance.

- If you were to be awarded the sum of £4000.00 then you would be liable to pay us £1600.00 (plus VAT) out of the award and you would receive the balance.

Director: Mr Mark Gough (LLB Hons)

☎ 0161 768 5766

✉ info@myplevinclaim.co.uk

My Plevin Claim is a trading name of Wisemann Law Limited.

Bee Legal is regulated by the Solicitors Regulation Authority 622271. Registration is recorded at [www.sra.org.uk](http://www.sra.org.uk).

**Terms and Conditions:**

Terms and Conditions are attached as they are part of this Agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything which you find unclear.

**Miscellaneous Points :**

Immediately before you sign this Agreement we advised you in writing and verbally explained to you the effect of this Agreement and in particular the following:-

- (a) the circumstances in which you may be liable to pay our charges;
- (b) the circumstances in which you may seek assessment of our charges and the procedure for so doing;
- (c) whether we consider that your risk of becoming liable for any costs in these proceedings is or could be insured under an existing contract of insurance;
- (d) other methods of financing those costs, including private funding, community Legal Service funding, legal expenses insurance, trade union funding.

**Notice of Right to Cancel :**

Please see the Notice of Right to Cancel – set out in the conditions.

Signed:..... Dated: .....  
For and on behalf of Bee Legal.

I can confirm that Bee Legal has verbally explained to me the matters in Paragraphs (a) to (d) under the heading Other Points.

I irrevocably authorise Bee Legal to deduct from my damages, excluding future pecuniary losses 40% plus vat of the value of my claim.

Signed by  
Primary Claimant X ..... Dated: X .....  
Secondary Claimant X ..... Dated: X .....

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## Terms and Conditions

1. Our responsibilities: We must:-
  - a. Always act in your best interests, subject to our duty to the court;
  - b. Manage the claim on your behalf including:
    - i. Arranging legal representation on a no win no fee basis;
    - ii. Ensuring that a specialist report is obtained on your behalf (if required);
    - iii. Liaising with the Defendants or their legal representatives to ensure that your claim proceeds correctly;
    - iv. Arrange for any translation services that may be required;
2. Your responsibilities: You must:-
  - a. Provide us with full, clear, timely and accurate instructions to enable us to progress the matter;
  - b. Provide all documentation required to progress your matter in a timely manner;
  - c. Safeguard, assemble and pass on any documents which may be received by you in connection with this matter;
  - d. Safeguard, assemble and pass on any documents which may be required for discovery or disclosure to the Court or the other side;
  - e. Not ask us to work in an improper or unreasonable way;
  - f. Not to deliberately mislead us;
  - g. Attend required expert or Court appointments;
  - h. Pay all monies owing and due promptly;
  - i. Co-operate with us;
  - j. Treat all members of our staff with respect and in accordance with our equity and diversity policy;
  - k. Understand that a sudden or illogical change of instruction may increase costs, affect third parties, or trigger a money laundering reporting obligation.
3. Explanation of words used
  - a. Claim: your claim against Financial Institutions and / or advisers for breach of duty(ies) for loss suffered, whether or not Court Proceedings are issued.
    - b. Counterclaim: a claim that your opponent makes against you in response to your claim.
    - c. Damages: money that is awarded to you / written off whether by a court decision or settlement.
    - d. Interim damages: money that a court says your opponent must pay / write off or your opponent agrees to pay / write offer while waiting for a settlement or the court's final decision.
    - e. Interim hearing: a court hearing that is not final.
    - f. Lien: our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.
    - g. Lose: the court has dismissed your claim or you have stopped it on our advice.
    - h. Provisional damages: money that a court says your opponent must pay / write off, or your opponent agrees to pay / write off on the basis that you will be able to go back to court at a future date
    - i. Win: means that the Defendant agrees to pay or is ordered to pay you a sum by way of financial benefit or agrees to write off / partially write off or is ordered to write off / partially write off a sum that is owed by you to the Defendant.
    - j. Disbursements: means any expenses that we have paid on your behalf such as experts fees, court fees, photocopying, traveling expenses, translators fees and insurance premiums
    - k. 'Finally' means that your opponent:
      - i) is not allowed to appeal against the court decision; or
      - ii) has not appealed in time; or
      - iii) has lost any appeal.
4. If you win:

You pay to us 40% plus VAT and disbursements of the amount of your damages not including any future pecuniary.

The percentage deduction has been set at this level because:

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- i. If you lose, we will not receive anything;
- ii. Our assessment of the risks in your claim;
- iii. Other considerations such as complexity, specialism and expertise;
- iv. The fact that we will not be paid until the conclusion of your claim;
- v. The fact that we shall arrange for funding of the expenses and disbursements in advance;
- vi. Our arrangement with you regarding costs, where we advise you to reject a Part 36 offer and you recover less at trial.

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

On success of your claim, we will make a claim to the Defendant in respect of the Costs incurred in pursuing this matter, including any disbursements and expenses that we incurred in pursuing the claim on your behalf.

If we recover the expenses and disbursements, then the same will not be deducted from your damages.

If we recover costs from the Defendant, then we will account to you for the costs recovered up to the amount that we have deducted from your damages. Any costs recovered in excess of those deducted from you will be retained by ourselves.

5. If you lose:  
You do not have to pay us our fees and we will claim on the ATE insurance in respect of your expenses and disbursements.

6. Charge Out Rates:  
In cases of this type, due to the complexity and skill required of those handling these matters, Our Charge out Rate will be £350.00 per hour irrespective of the level of Fee Earner handling the matter.  
When calculating our charges, this will be done on the basis of units of six minutes of time and therefore each unit will be charged at £35.00

7. Termination:

If this agreement ends before your claim is finally concluded, whether the same is ended by yourself or us, you are responsible to pay our Fees based on the hourly rate, disbursements and expenses.

You can end this agreement at any time.  
We can end this agreement if you do not keep to your responsibilities in condition 2.  
We can end this agreement if we believe you are unlikely to win. If this happens, you will not be responsible for any of our costs and we will claim on the ATE insurance in respect of your expenses and disbursements.

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our costs to date, expenses and disbursements from your estate. If your personal representatives wish to continue your claim, we may offer them a new damage based agreement.

8. What happens after this agreement ends.\

We have the right to preserve our lien.

9. Notice of Right to Cancel  
You are entering into a legally binding agreement with Bee Legal. But you have the right to cancel the contract if you wish.  
Your right to cancel can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person named in the next paragraph at any time within the period of 14 days starting with the day of receipt of this notice in writing of your right to cancel the contract.

The name and address of the person to whom notice of cancellation should be given is:  
Mark Gough  
E.Mail Address: mark.gough@beelegal.co.uk  
Address: Bee Legal, Lloyd House, 18-22 Lloyd Street, Manchester, M2 5WA

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## 10. Complaints

You have the right to complain about our services. Such complaint must be addressed to Mark Gough, Bee Legal, Lloyd House, 18-22 Lloyd Street, Manchester, M2 5WA.

We have a period of eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman at PO Box 15870, Birmingham, B30 9EB or telephone 0300 555 0333 to consider the complaint.

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## Authority to Commence Work Immediately

I have been made aware that I have the right to cancel the DBA within 14 days without giving any reasons and that, if I do so, I will not be liable to pay any charges.

However, because I am keen for my case to be progress as soon as possible, I wish to provide you with my express authorisation to begin work on my case as soon as possible. In instructing you to do this:


1. I acknowledge that, although I will still have the right to cancel the DBA at any time and for any reason, I will be required to pay any costs which have been incurred by you between the date of the DBA and the date in which I tell you I wish to cancel.
2. I specifically acknowledge that, if I cancel the DBA within 14 days of the DBA, I will have to pay any costs which have been incurred by you between the date of the DBA and the date in which I tell you I wish to cancel.
3. I agree that any costs that I become liable to pay to you by canceling the DBA will be calculated by:
  - a. Multiplying the time which each member of staff has spent working on my claim by the hourly rate is appropriate for the member of staff;
  - b. Adding any disbursements or expresses; and
  - c. Adding any appropriate VAT

SIGNATURE(s)

Primary Claimant: X ..... Date: X .....

Secondary Claimant: X ..... Date: X .....

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**Notice of the Right to Cancel**

This only applies if you sign the Damage Based Agreement:

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

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

The person to whom a cancellation notice may be given is Mark Gough of Bee Legal, Lloyd House, 18-22 Lloyd Street, Manchester, M2 5WA.

Notice of cancellation is deemed to be served as soon as it is posted or sent to us. You can use the cancellation form provided below if you wish.

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

.....

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

To: Bee Legal  
At: Lloyd House, 18-22 Lloyd Street, Manchester, M2 5WA

Case Reference No:

I hereby give notice that I wish to cancel my Damaged Based Agreement with your firm.

Signed: .....

Name (please print): .....

Address: .....

.....

Date: .....

Director: Mr Mark Gough (LLB Hons)

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