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<<Customer 1 Name:>>

<<Customer 2 Name:>>

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Agreement 1 - Contingency Fee Agreement

We: SSB Law of Ground Floor, Navigation House, 1 South Quay Drive, Sheffield S2 5SU (the Solicitor)

You: (the Client)

This is Your agreement dated {{date.today}} with SSB Law in relation to Your claim against {{defendant.companyName}} for Your claim for the recovery of undisclosed commissions arising from the purchase of Payment Protection Insurance (PPI) This agreement relates to all legal work undertaken by Us prior to the issue of legal proceedings.

SSB Law is a trading name of SSB Group Ltd which is a firm of solicitors regulated by the Solicitors Regulation Authority ("the SRA"). The SRA website is <https://www.sra.org.uk/consumers/>.

What is covered by this agreement

This is a non-contentious business agreement within the meaning of section 57 of the Solicitors Act 1974 and is thus excluded from the provisions of the Damages Based Agreements Regulations 2013 by virtue of Regulation 1(4) of those Regulations.

Your claim for the recovery of undisclosed commissions arising from the purchase of Payment Protection Insurance (PPI) against {{defendant.companyName}} ('the Opponent'). This agreement applies to Your claim from the date that we first started work on it, even if that was before the date of this agreement.

What is not covered by this agreement

Any work done in preparation of or in pursuing court proceedings that are issued. In the event that court proceedings are issued then this agreement will automatically terminate.

How do we define a win under this agreement

Win means any outcome that results in an Agreement that Your claim for the recovery of undisclosed commissions arising from the purchase of Payment Protection Insurance (PPI) is finally decided in Your favour by an agreement to pay You damages or in any way that You derive benefit from pursuing Your claim.

How do we define a loss under this agreement

A loss means any outcome that does not result in a "Win" under the above definition

Paying Us if You win

A.If You win Your claim, We are entitled to charge You –

- 1.A fixed disbursement covering legal support services and a quantum calculation
- 2.A fee for our own services, which will be calculated at 35% plus VAT of your compensation or refund, less the fixed disbursement above
- 3.The total of 1 and 2 (inclusive of VAT) will not exceed 42% of your compensation or refund
- 4.The costs of any other expenses and disbursements that we may incur on your behalf, such as court fees or an expert report
- 5.You will also be responsible for the cost of the ATE policy in the sum of £222.88* (*this is the cost of the ATE policy in claims that proceed in the small claims track, which is the usual track for these claims. In the event that your claim proceeds in the fast track the cost of the ATE policy will be £1,064.00)

For example, if We recover damages on Your behalf of £5,000 then you will be responsible for the following –

- 1.Our fee, which will be £1750 plus VAT (£2100) including the fixed disbursement

2.Any other expenses and disbursements incurred on your behalf, such as court fees or an expert report fee

3.The ATE policy in the sum of £222.88*

B.In addition, if the Opponent agrees to pay a contribution to Your costs, We will charge You for the work done, including all work that took place before this agreement existed if appropriate. However, We will cap those charges to the sum that We recover from Your opponent by way of contribution to Your costs. These charges are calculated to the nearest 1/10th of an hour for the work done. Routine letters and telephone calls will be charged at 1/10th of an hour. The hourly rate is £400 plus VAT per hour regardless of the qualifications or experience of the fee earner doing the work on Your case.This hourly rate is much higher than the normal typical hourly rate charged for legal work for claims with the typical value of damages involved in Your claim. We charge this rate so that we can ensure that work of this value remains commercial and profitable for Us. Alternative solicitors may charge You either a lower hourly rate or may charge You on a different basis to us and we would recommend that You shop around before deciding to instruct Us based on these terms.

For the avoidance of doubt, these fees will be charged in addition to Our fees and disbursements as set out in A above.

Paying Us if You lose

If You lose Your claim, You do not have to pay Us anything for our fees as described at point A2 above. You will still have to pay the fixed disbursement of £500 plus VAT described at point A1 above and any expenses and disbursements we may have incurred on your behalf (eg the expert report fee), but these, together with the cost of the ATE policy, will be covered by your ATE policy as long as you have complied with the terms and conditions of both this agreement and your ATE policy.

Paying Us if You end this agreement

(This section does not apply where this agreement is cancelled by You by signing the attached Schedule 1 - Notice of the Right to Cancel within the 14 day time period.)

If You end this agreement, You must pay Our fees and disbursements together with the cost of the ATE policy immediately which, if compensation or a refund has been paid / achieved or is to be paid / achieved, will be calculated as if You had won or, if no compensation or a refund has been paid / achieved or is to be paid / achieved, will be calculated by reference to Our time spent for work done on an hourly rate basis at the hourly rates set out under "Paying Us if You Win", section B, along with the fixed disbursement described at section A1 and the cost of the ATE policy described at section A5. We round up the hours worked to the nearest 1/10th of an hour. We will add VAT to any fees that are subject to VAT at the rate that applies at the time the work is done.

Paying Us if We end this agreement

We can end this agreement in certain circumstances:

- a.If You do not keep to your responsibilities. Your responsibilities are –
 - to provide instructions in an honest and timely manner
 - to keep Us updated with Your contact details
- b.We then have the right to decide whether You must:
 - Pay Our fees for time spent and Our expenses and disbursements including the fixed disbursement described at section A1 above when We ask for them; or
 - Pay Our charges for time spent and Our expenses and disbursements as defined in the "Paying Us if You win" section if You go on to win Your claim;

c. We can end this agreement if We believe that You are unlikely to win. If this happens, You will only have to pay Us Our expenses and disbursements as set out under the "Paying Us if You lose" section but they will be covered by your ATE policy as long as you have complied with the terms and conditions of both this agreement and your ATE policy

d. We can end this agreement if You reject Our opinion about making a settlement with Your opponent. You must then pay the charges for time spent and our expenses and disbursements;

e. We then have the right to decide whether You must:

- Pay Our fees for time spent and Our expenses and disbursements including the fixed disbursement described at section A1 above when We ask for them; or
- Pay Our charges for time spent and Our expenses and disbursements as defined in the "Paying Us if You win" section if You go on to win Your claim;

This agreement automatically ends if You die before Your claim is concluded. We will be entitled to recover Our charges up to the date of Your death from Your estate on the same basis as that set out in the "Paying Us if You end this agreement" section. If Your personal representatives wish to continue Your claim for damages, We may offer them a new conditional fee agreement.

Client 1 Signature*

*for joint policies both clients need to sign

Sign Here



Date

Sign Here



Client 2 Signature*

Date