

## OUR TERMS OF BUSINESS FOR THE MERCEDES EMISSIONS GROUP ACTION

\* Please note these Terms of Business only apply to clients pursuing an emissions group claim against Mercedes (for clients pursuing an emissions group claim against VW – please visit <https://vw-payup.co.uk/> and for Vauxhall – please visit <https://vauxhallpayup.co.uk/>)

Please read these terms of business carefully. Your attention is particularly drawn to paragraph 7 (*our liability to you*) which limits our liability in broad terms to £3,000,000 in relation to any single matter or any group of connected matters which may be aggregated by our insurers.

### 1. Introduction

- 1.1 These Terms of Business and our client care letter (“**Client Care Letter**”) and the Damages-Based Agreement (the “**DBA**”) together form the contract between us (“**Contract**”), and set out the basis on which we propose to provide our services to you.
- 1.2 If there is any inconsistency between our Terms of Business and the Client Care Letter, the Client Care Letter prevails. If there is any inconsistency between the Client Care Letter or Terms of Business and the DBA between you and the Firm, the terms of the DBA prevail.
- 1.3 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on your emissions claim or any other matter. These Terms of Business are subject to change from time to time and will be made available on our website. You may also be updated by email or can request a copy.
- 1.4 This Contract and its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.

### About us

- 2.1 **Milberg London LLP** is a limited liability partnership incorporated in England & Wales under registration number OC430853 (the “**Firm**” or “**we**”). Our registered office at the time of writing is at 7<sup>th</sup> Floor, 75 Farringdon Road, London, EC1M 3JY.
- 2.2 We use the term ‘partner’ to refer to a member of Milberg London LLP or an employee or consultant with equivalent standing and qualifications. All members of the Firm are solicitors, barristers or registered foreign lawyers. A list of the members can be inspected at our registered office.
- 2.3 You can find details of the postal address, telephone number and email address of our office on our website.
- 2.4 Milberg London LLP is authorised and regulated by the Solicitors Regulation Authority (“**SRA**”), The Cube, 199 Wharfside Street, Birmingham B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body.
- 2.5 Milberg London LLP, our solicitors and other qualified lawyers are governed by the SRA Standards and Regulations, which you can access on the SRA’s website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555. Our SRA authorisation number is 670230. All services provided by the Firm are regulated by the SRA.

### Your responsibilities

- 3.1 We expect you to:

- 3.1.1 provide documents when we ask for them and respond promptly when we ask for instructions or information;
- 3.1.2 notify us if your contact details change;
- 3.1.3 inform us of any time limits or objectives that might not be obvious to us;
- 3.1.4 to make yourself aware of the risks of cybercrime in the context of instructing law firms, and taking adequate steps to mitigate the risks;
- 3.1.5 notify us immediately if you receive any email or other communication purporting to be from the Firm stating that we have changed our bank details or payment arrangements; and
- 3.1.6 let us know about any other changes that may affect the way we deal with your matter.

### **Scope of our services**

- 4.1 The scope of the services which we will provide to you is set out in the Client Care Letter.
- 4.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
- 4.3 Unless otherwise agreed in writing, we will advise only on English law (and on European Union law to the extent that it has any bearing on English law).
- 4.4 We offer legal advice but not financial or investment advice. It is not our role to advise on the commercial or financial merits of any matter. In providing our services we will not (unless we agree with you in writing that we will do so) investigate the financial standing of any person connected with any matter or investigate or make any recommendation as to the commercial or financial viability of any matter. You are responsible for all matters of commercial judgement in connection with any matter.
- 4.5 Except as described at paragraph 14 (**Financial services**), we do not provide financial services or advice. We only advise on tax when we have expressly agreed in writing to do so. We do not advise on inheritance tax or on the taxation of trusts or settlements.
- 4.6 Depending on the legal expertise required, a team of partners, associates, trainee solicitors and other fee earners will work on your matter. If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.
- 4.7 Unless otherwise agreed in writing, our advice and any documents we prepare:
  - 4.7.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
  - 4.7.2 reflect the law in force at the relevant time.

### **Service standards**

- 5.1 We are normally open between 9.30 am and 5.30 pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.
- 5.2 We and/or our affiliate Milberg Limited will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.
- 5.3 We and/or our affiliate Milberg Limited will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in

circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

- 5.4 We and/or our affiliate Milberg Limited will update you on whether there are alternative methods by which your matter can or should be funded.
- 5.5 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees.
- 5.6 We have a zero tolerance of bribery and corruption. This policy extends to all the Firm's business dealings and transactions in all countries in which it or its associates operate.

## Your involvement in the claim

### 6.1 Confidentiality

- 6.1.1 Please be aware that legal advice we provide to you by phone, email, letter, or any other means is privileged and must never be disclosed to the Defendants, their lawyers or the court, and must remain private.
- 6.1.2 It is important that all our communications with you are treated as confidential because it might harm your prospects of success if you share information about your claim with others. This includes posting information about your case on social networking sites and other online platforms, which the Defendants and their lawyers will likely monitor in order to obtain information to use to their advantage.

### 6.2 Honesty and credibility

- 6.2.1 You must be honest with us and the experts and other third parties we instruct for your claim at all times. Defendants, insurers, and solicitors do have access to databases, and can obtain records, which can be used to question and/or undermine your credibility as a claimant, particularly if you withhold information. If you do not tell us about matters relevant to your claim or matters affecting your credibility, your evidence can be called in to question in the event this is not accurately addressed in your case and conflicts with publicly available databases and records.
- 6.2.2 If you are unsure, please speak to your case manager at Milberg Limited, call +44 (0)20 3824 6541 or email [clientcare@milberg.co.uk](mailto:clientcare@milberg.co.uk). We are here to help. Any evidence that suggests you are not credible can be used to "strike out" a claim in its entirety. A strike out is where your claim is essentially stopped by the court and can leave you responsible for paying the Defendants' fees and our fees in the event you are found to have been dishonest.
- 6.2.3 Fundamental dishonesty can, in the worst-case scenario, lead to contempt of court, perjury, and custodial sentences. Please ensure you are always honest when providing us with instructions. If you are ever unsure, please ask us and we will be happy to guide you and help you.

### 6.3 Mitigation of Loss

- 6.3.1 Under the common law, every claimant has a duty not to unreasonably incur losses. This essentially means that you must take reasonable steps to avoid incurring losses caused by the breach of duty of another person such as the Defendants.
- 6.3.2 If you fail to take such reasonable steps your opponent may raise 'mitigation' arguments which if successful will result in you being compensated as if you had taken those reasonable steps and not for the loss which was unreasonably incurred. If you require further information about your duty to mitigate, please contact us.

## 6.4 Exaggeration of your claim

Should you exaggerate any aspect of your claim, you risk your claim being struck out for an abuse of process. If this was to occur, it is likely that the Defendants will be awarded their costs of defending the action against/pursuing the strike out application, for which you will be liable.

## 6.5 Statement of truth

6.5.1 When signing a statement of truth (such as the confirmation at the end of a witness statement) you are confirming that you have an honest belief in the truth of the content of statement or document being verified. Should you sign a Statement of Truth without such an honest belief, proceedings for contempt of court may be brought against you. If you are found to be in contempt of court, you may be subject to a fine and/or imprisonment.

6.5.2 You authorise us to:

6.5.2.1 Issue a claim in court on your behalf; and

6.5.2.2 Sign a Statement of Truth on your behalf (relying on the information and documents provided by you) on any documents (including but not limited to, a claim form) required to be filed at court or served on the Defendants as part of your claim.

6.5.3 In providing your ongoing instructions and in the absence of any communication from you to the contrary, you shall be deemed to have represented that you have an honest belief in the truthfulness of your instructions.

## 6.6 Costs awards in your favour

6.6.1 The award of costs in litigation (or arbitration) is in the discretion of the court (or arbitrator) and cannot be guaranteed. In some cases, you may be entitled to reimbursement of your costs and expenses (and interest) from some other person. The other person may not be required to pay all the charges and expenses which you incur. You agree that we may charge you costs greater than the amount of costs recoverable from the other person.

6.6.2 The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

6.6.3 If a court or arbitrator orders another party to pay some or all of your costs, interest can be claimed on the costs from the other party. This runs normally from the date of judgment or award. Where you have already paid our charges and expenses we will account to you for any interest that relates to the period after the date of your payment. We are entitled to keep interest on charges and expenses not already paid by you.

6.6.4 You will appreciate that even if the judge or arbitrator orders another party to pay some or all of your costs, with the result that you are entitled to reimbursement of your costs, that party may be unwilling or unable to meet their liability.

6.6.5 If you instruct us to take steps to enforce any order that the judge or arbitrator makes against another party, you will be responsible for paying our charges and expenses of so doing.

## 6.7 Costs awarded against you

If you are unsuccessful in a court case or arbitration, you will probably be ordered to pay the other party's legal charges and expenses. We cover this risk for you by arranging what's known as After The Event (or

'ATE') Insurance. In the event the ATE Policy does not respond, and subject to the terms of our Contract, we will indemnify you against any costs awarded against you.

6.8 Funding of costs

- 6.8.1 **ATE Insurance:** This covers against the risk of having to pay your opponent's legal costs relating to the dispute as described in paragraph 6.7, in the event that you lose. The cost of purchasing it will be met by the litigation funder.
- 6.8.2 **Third party litigation funding:** It is sometimes possible for claimants with good cases to obtain "third party funding", whereby funding is provided by an independent investor in return for a share of the proceeds if the case is successful. This is how your claim will be funded.
- 6.8.3 **Damages-Based Agreement:** We have decided that a damages-based agreement is suitable for your needs and the DBA is part of our Contract with you. You will have received a copy of the DBA separately and the Client Care Letter advises you on the key features of the agreement.
- 6.8.4 You agree that time we spend, and costs we incur, in advising you on funding, and on arranging funding for you, will be chargeable to you.

**Our liability to you**

- 7.1 Your contract is solely with Milberg London LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No partner, member, officer, employee, representative agent or consultant of the Firm will have any personal legal liability for any loss or claim. In particular, the fact that an individual partner, employee, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work does not mean he or she is assuming any personal liability. You and we intend that this provision is for the benefit of, and shall be enforceable by, the Firm's partners, consultants, agents and employees under the Contracts (Rights of Third Parties) Act 1999.
- 7.2 Unless explicitly agreed otherwise, in writing:
  - 7.2.1 we do not owe, nor do we accept, any duty to any person other than you; and
  - 7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you.
- 7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Client Care Letter.
- 7.4 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs. This limit on our liability shall apply regardless of the number of persons who comprise our client for any particular matter.
- 7.5 All claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall for the purposes of this paragraph 7 be regarded as one claim.
- 7.6 We will not be liable for any of the following (whether direct or indirect):
  - 7.6.1 losses not caused by any breach of contract or tort on the part of the Firm;
  - 7.6.2 loss of revenue;

- 7.6.3 loss of profit;
- 7.6.4 loss of or corruption to data;
- 7.6.5 loss of use;
- 7.6.6 loss of production;
- 7.6.7 loss of contract;
- 7.6.8 loss of opportunity;
- 7.6.9 loss of savings, discount or rebate (whether actual or anticipated); and
- 7.6.10 harm to reputation or loss of goodwill.

7.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

- 7.7.1 losses in an amount less than the minimum level of professional indemnity insurance cover required by the Solicitors Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at October 2017 was £3 million for a corporate body;
- 7.7.2 death or personal injury caused by our negligence;
- 7.7.3 losses caused by the fraud or reckless disregard of professional obligations committed by any partner, consultant, or employee within the course of practice;
- 7.7.4 Losses from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time; or
- 7.7.5 losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

7.8 We shall not be liable for any loss arising out of any act or omission on our part unless court proceedings in respect of the alleged loss are issued not later than three years after you first had (or ought reasonably to have had) both the knowledge required for bringing an action for damages in respect of the act or omission and the knowledge that you had the right to bring such an action and in any event not later than six years after the date of the act or omission from which the loss arises. This provision will not increase the time within which proceedings may be commenced under the Limitation Act 1980 or other statutory provisions and may reduce it. If the amount of compensation for which we are able to claim for you is reduced as a result of an exclusion or limitation on liability under the Limitation Act 1980 or other statutory provisions, you agree that our liability in respect of that claim (or part of that claim) shall be reduced by the amount of that reduction.

7.9 You expressly acknowledge that given:

- 7.9.1 the nature, scale and complexity of bringing your claim by way of a group litigation, there may be practical difficulties in issuing aspects of your claim within the relevant limitation period and as a result, certain aspects of your claim may become time-barred; and
- 7.9.2 the lapse in time since the so-called 'dieseltgate' scandal became public in 2015, your claim may be or shortly become time-barred under the relevant limitation period.

7.10 We shall not be liable for any aspect of your claim being time-barred in circumstances where we are instructed after 30 September 2021. We will use our reasonable endeavours to issue all claims within the relevant limitation period.

7.11 We believe the limitations on our liability we have set out are reasonable but should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you.

7.12 You agree that the above limitations of liability shall apply to partners, members, agents, consultants and employees of the Firm as they apply to the Firm. Subject to paragraph 7.7, if we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party. We could be affected by any limitation or

exclusion of liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. Subject to paragraph 7.7, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability

- 7.13 Each of the above limitations constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

## Our charges

- 8.1 We have agreed to act on a 'no-win-no-fee' basis whereby our fees depend on the outcome of your case and are governed by the terms of the DBA.
- 8.2 We record our time for work done for the purpose of calculating the legal costs liability the Defendants may be ordered to pay in the context of a Win (as defined in the DBA). The time charged will include (but is not limited to) time spent on the following: meetings with you and others; reading, preparing and working on papers including associated research, applications to court, court submissions, correspondence with the Defendants and other parties; making and receiving telephone calls, emails and other communications; preparation of any detailed costs estimates and bills; and time spent travelling away from the office.
- 8.3 Because legal matters deal in uncertainties and risks, it is entirely possible that there will be unexpected developments. The level of the costs will usually depend on a number of factors, which include: when the matter completes; whether there is any change in the principal terms of the agreement; the amount of re-drafting of the documents which is required; attendance at meetings; whether new issues arise; whether there are any unexpected commercial or legal complexities; the level of co-operation received from the other parties and their respective lawyers or other advisers.
- 8.4 We will invoice the Expenses to the litigation funder. Expenses means disbursements incurred by us, for example the expense of obtaining an expert's report and court fees (but not Counsel's Fees).
- 8.5 In relation to any matter handled by us on your behalf we may arrange for some of the work to be carried out by an independent lawyer who is retained but not employed by the Firm. If so, you will not be charged at a greater rate than the appropriate equivalent rate of lawyers employed by the Firm.
- 8.6 We aim to ensure that our involvement is cost effective.
- 8.7 Where we act for you in any proceedings, and in particular where we act for you in proceedings in the county court, you acknowledge that our fees and Expenses may exceed those recoverable between the parties to the proceedings.

## Billing arrangements

- 9.1 Billing arrangements are as between the litigation funder and us. We will only share bills with the Client Steering Committee to the extent necessary and/or appropriate. At the end of your matter and only if you Win (as defined in the DBA), we will provide you with a summary of our costs and fees and you will have the opportunity to request further information at that stage.
- 9.2 You have the right to challenge or complain about our bill. Please see paragraph 18 (**Complaints**) for details of how to complain about our bill. You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

## Confidentiality and communications

- 10.1 We will keep your information confidential, unless:
- 10.1.1 you consent to the disclosure of that information;
  - 10.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us (for example when we are required to report matters to the National Crime Agency, HM Revenue & Customs or international tax authorities or the SRA); or
  - 10.1.3 the Client Care Letter or these Terms of Business state otherwise.
- 10.2 Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. Please be aware that email is not secure as messages can be intercepted and read by someone else, and the delivery of email is uncertain. You cannot assume that an email you send has reached its intended recipient. If you send instructions by email (in particular those that vary previous instructions and/or those upon which action needs to be taken urgently), you must verify by telephone that the email has been received. We will be entitled to treat all messages as genuine, complete and accurate. Incoming emails are subject to screening for spam, viruses and other undesirable content, and will be quarantined (and therefore not read) if any such content is detected. If you do not wish us to communicate information by email, please let us know.
- 10.3 We use all reasonable endeavours in accordance with industry practice to prevent viruses and other malicious technologies, but you appreciate that there are security risks with internet and mobile communications which are beyond our control.
- 10.4 It is your responsibility to be aware of the risks of cybercrime and to take adequate steps to mitigate the risks. You may be aware that cyber criminals may intercept communications, especially emails, and may try to substitute their own bank account details, to try to divert payments or may otherwise alter the email contents. They may pose as the Firm, and they may be able to pose as you.
- 10.5 We sometimes use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost-effective legal services. This may include typing, reprographics, document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents or information, we are not responsible for the security of the data or the provider's security standards.
- 10.6 External organisations such as the Information Commissioner's Office and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited, or quality checked.
- 10.7 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

## Access to your files

- 11.1 All documents are created and stored electronically, and documents received in hard copy are scanned onto our systems for electronic storage. After scanning, all routine correspondence is shredded, but important original documents are retained until case conclusion. Outgoing correspondence and file records are imaged directly into our computer system so there are no paper copies. Your computer file will usually be electronically archived within one month of conclusion and we will retain your file for 7 years only. However, we have no paper storage facilities so if there are any original paper documents which you wish to retain, please notify us **before** your claim is concluded so that we can forward any such items to you for safekeeping.

- 11.2 Please let us know if you require a copy of your file. The provision of your file may be subject to payment of administrative costs and our right to hold a lien over the file of papers.
- 11.3 As the claim progresses and until our charges have been paid, we are entitled to keep hold of your file of papers at our discretion.
- 11.4 We will refuse a request for a full copy of your file of papers until our lien over the papers has expired. Should you seek a copy of your file or of individual documents sending to you, you will be liable for the delivery/postage charges of the same in accordance with the Royal Mail's Special Delivery rates unless otherwise agreed.

## **Banking and related matters**

### 12.1 Our client accounts

Unless agreed otherwise, we hold client money in various accounts with UK banks which are regulated by the Financial Conduct Authority ("FCA").

### 12.2 Changes to our bank details

We will never tell you of changes to important business information, such as bank account details, by email. Please notify us immediately if you receive any email or other communication purporting to be from the Firm stating that we have changed our bank details or payment arrangements.

### 12.3 Payment of interest

12.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

12.3.2 We will not pay interest: on money we are instructed to hold outside a client account in a manner that does not attract interest (such as cash); where the amount of interest is less than £20; or where we agree otherwise, in writing, with the client or third party for whom the money is held.

### 12.4 Bank failure and the Financial Services Compensation Scheme

12.4.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme ("FSCS").

12.4.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

12.4.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total. Some banking institutions have several brands: please note the compensation limit is £85,000 per institution, not per brand.

12.4.4 The FSCS also provides up to £1m of short-term protection for certain high balances, such as relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

12.4.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will

presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

12.4.6 More information about the FSCS can be found at <https://www.fscs.org.uk>

## 12.5 Receiving and paying funds

12.5.1 You are being represented on a 'no-win, no-fee' basis so we do not expect to receive funds from you. In the unlikely event we did receive funds from you, the below provisions would apply.

12.5.2 Our policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds and this could also cause delays. If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter, and we may decide to charge you for any additional checks we decide are necessary.

12.5.3 If we incur currency conversion charges or other bank charges as a result of receiving funds in relation to your matter, we reserve the right to charge additional sums to cover such items.

## **Prevention of money laundering and terrorist financing**

13.1 To comply with anti-money laundering and counterterrorist financing requirements, we and/or Milberg Limited will ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners if you are a business. If you or they do not provide us with the required information promptly, your matter may be delayed.

13.2 We will not be able to send you any money until these checks have been completed and we have the relevant documents on file.

13.3 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or for another purpose:

13.3.1 with your consent; or

13.3.2 as permitted by or under another enactment.

13.4 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

13.5 Subject to paragraph 7 (***Our liability to you***), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

## **Financial services**

14.1 We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register)

- 14.2 We are not authorised by the FCA in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- 14.3 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are incidental to and arise out of or are complementary to the legal work we are doing for you. This is because we are members of the Law Society of England & Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- 14.4 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman (in which case see paragraph 18 below).

### Professional indemnity insurance

- 15.1 We have professional indemnity insurance giving cover for claims against us. We are insured by Travelers Insurance Company Limited under policy number UCSOL5606785. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be provided on request.
- 15.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

### Our affiliates

- 16.1 We are affiliated with Milberg Limited, which provides claims aggregation and claims management services and may refer cases to us. Milberg Limited is regulated by the SRA.
- 16.2 We are also affiliated with Milberg Coleman Bryson Phillips Grossman, PLLC (resulting from a merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP), all US law firms. In order to efficiently provide our services to you we may recommend that you engage one or more of our affiliates in the course of your matter. These US law firms are separate businesses to the Firm and are not regulated by the SRA. Accordingly, any work carried out on your behalf by these US law firms is not covered by the SRA Compensation Fund or by our professional indemnity insurance.
- 16.3 Alternatively, we may use external solicitors, or Registered Foreign Lawyers and other suitably qualified or supervised individuals who are employed by or are partners, members or directors of the affiliates described above. However, where they act for us in respect of your matter under the terms of this Contract they shall do so as agents of the Firm unless it is expressly stated otherwise.
- 16.4 We are also affiliated with Milberg Coleman Bryson Phillips Grossman LLC, a limited liability company incorporated in Puerto Rico. Milberg Coleman Bryson Phillips Grossman LLC is a separate business to the Firm and is not regulated by the SRA.
- 16.5 All services provided by us are regulated by the SRA and covered by our professional indemnity insurance (see paragraph 15 (**Professional indemnity insurance**)) and the SRA Compensation Fund, which is a discretionary fund for making grants to people for loss caused by dishonesty, hardship caused by a failure to account for money, or an uninsured loss (which should have been covered by professional indemnity insurance).

### Referrals, recommendations and/or introductions

- 17.1 You may have been introduced to us by one of our affiliates or a third-party (and we may ask them to provide certain services in relation to your matter).
- 17.2 Among others, we have relationships with the following third parties:
- 17.2.1 Etico Group Limited
  - 17.2.2 Media Advancements Limited
  - 17.2.3 ID Tech Solutions Limited
- 17.3 You agree that we may disclose information regarding the progress of your matter to an affiliate or third-party who has introduced us to you. Your case may also subject to a fee sharing agreement between us and the third-party. Any such fee sharing agreement will not affect the terms of the Contract between you and us.
- 17.4 Please be advised that you have a free choice of solicitor. If you wish to instruct another firm instead of us, please let us know. Unless we hear from you otherwise, we will be entitled to assume that you consent to a referral to us.
- 17.5 By entering into this Contract, you give your informed consent to our referral, recommendation and/or introduction.

## Litigation Funding

- 18.1 Third-parties and/or affiliates from the Milberg group may provide litigation funding in relation to your matter.
- 18.2 By entering into this Contract, you give your informed consent to our referral, recommendation and/or introduction to third-party litigation funders and/or affiliates from the Milberg group.
- 18.3 Where third party litigation funders are required, we will have a fee sharing agreement with the litigation funder which is typically documented in a litigation funding agreement. We will pay the litigation funder out of our share of the compensation (not yours).

## Complaints

- 19.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the services we have provided, you should inform us immediately so we can do our best to resolve the problem.
- 19.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure by visiting <https://milberg.co.uk/complaints/>. Making a complaint will not affect how we handle your matter.
- 19.3 What to do if we cannot resolve your complaint
- 19.3.1 We have eight weeks to consider your complaint. If we have not resolved it within this time, you may be able to complain to the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

- 19.3.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:
- 19.3.2.1 within six months of receiving a final response to your complaint; and
  - 19.3.2.2 no more than six years from the date of act/omission or no more than three years from when you should reasonably have known there was cause for complaint.
- 19.3.3 If you would like more information about the Legal Ombudsman, please contact them using the details provided below.

19.4 Legal Ombudsman contact details

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9.00 to 17.00

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

19.5 What to do if you are unhappy with our behaviour

- 19.5.1 The SRA can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.
- 19.5.2 Visit <https://www.sra.org.uk/consumers/problems/report-solicitor/> to see how you can raise your concerns with the SRA.

**Termination of instructions**

- 20.1 You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us.
- 20.2 We may decide to stop acting for you only with good reason and in accordance with the terms of the DBA. We shall give you reasonable notice that we will stop acting for you and the terms of the DBA will govern whether or not any charges have arisen.
- 20.3 Unless we agree otherwise in writing, we will not, once a matter is completed or our engagement is terminated, have any continuing responsibility for advising you on any changes in the law or on any relevant dates or deadlines or otherwise in relation to any matter on which we have acted for you or advised you.
- 20.4 If we are on the court record in any litigation as acting for you and either you or we decide that we should stop acting for you, then we may in these circumstances apply to come off the record. Please note that the consent of the court may be required before we can be removed from the record as acting for you. The terms of the DBA will govern whether or not any charges have arisen in these circumstances.

**Miscellaneous**

- 21.1 You agree that we may, from time to time, make use of external technology products, online electronic platforms and other databases to assist in on-boarding you as a client (including with respect to anti-money laundering and counterterrorist financing requirements) and the verification/execution/distribution of your claim and we are entitled to charge any costs associated with the use of such products. This includes the use of third-party payment agents for the purposes of distributing compensation.

- 21.2 If all or any part of a provision of this Contract is found by a court or other competent authority to be void, illegal, invalid or unenforceable, then that provision shall be deemed to be deleted from this document to the extent that it is void, illegal, invalid or unenforceable, and the remaining provisions of this document shall continue to apply.
- 21.3 These terms may not be varied unless agreed by a partner for the Firm in writing.
- 21.4 Our Contract with you is not a contentious business agreement within the provisions of section 59 of the Solicitors Act 1974. We make this clear, because if our contract is a contentious business agreement within those provisions, it would affect the terms on which we provide legal services to you.
- 21.5 Unless we expressly agree otherwise, copyright in documents we prepare or produce will be the property of the Firm. Where we draft documents for use by you, we agree to you having a non-exclusive, non-transferable licence to use them for the purpose for which they were created, but not for any other purpose.
- 21.6 Save as set out in paragraph 7 above, no third-party rights are created by this Contract in the absence of express agreement to the contrary.

**From time to time, we may change these Terms of Business. The current version of our Terms of Business will always be available from us on our website.**