

AIA SOLICITORS TERMS & CONDITIONS OF BUSINESS

1. THE BENEFIT OF USING AIA SOLICITORS

As solicitors we must act in your best interests. It is our firm belief that we can offer you a first rate service through our dedicated team of professionals. As such, there are several benefits to using us to pursue your claim:

- You may not know whether or not you are able to make a claim for the mis-sale of your PBA. Our experts can review your case, consider the relevant law, rules and regulations and ensure you are given the correct advice.
- We know it can be very time consuming to deal with the claim yourself. We can deal with it for you with the minimum amount of fuss.

There are other solicitor firms or claims management companies who could pursue the claim for you. Their fees and method of charging will vary and a search on the internet should provide a range of options. If you want to consider instructing another company, please take the time to research whether they have the necessary skills and experience. Some companies may charge upfront fees or a fee if your claim is unsuccessful. AIA Solicitors promise never to charge you any upfront fees.

You could also pursue the claim yourself directly with the lender and, if necessary, through the Financial Ombudsman or Financial Services Compensation Scheme, without any charge. However, we do feel that our expertise and knowledge in the area will make the claims process as stress free as possible for you. We must emphasise that it is solely your choice if you want to deal with the claim yourself or instruct us to do it on your behalf.

Some lenders may settle your claim fairly quickly if you deal with them directly, depending on how straightforward your claim may be. However, other lenders can take a long time and in our experience often miss deadlines for responding to you and /or making an offer to settle, and can make incorrect offers and reject claims with little or no explanation. We will use our knowledge and expertise to help you obtain the compensation that you may be entitled to as quickly as possible and for the right amount.

If you sign and return the Contingency Fee Agreement, you confirm that you will not attempt to make a separate claim, either through another company, or on your own behalf, in relation to the mis-selling of PBA in respect of those agreements upon which you have instructed us to act, and you will not contact any lender directly.

2. CLIENT CARE QUALITY POLICY

We specialise in PBA claims. We believe that by focusing on this area we are able to provide the best possible service for all our clients, who can rely on our in-house expertise.

We will take the time to listen to you and take care to communicate with you using non-technical language. We will work with professionalism, efficiency and confidentiality to support your claim. We aim to provide the highest quality access to justice for

you and we are committed to doing everything we can to ensure that you are satisfied with the service we provide.

AIA Solicitors promise never to engage in misleading sales tactics. You will not be pressurised or coerced in any way to instruct AIA Solicitors to conduct any form of litigation on your behalf. We operate in an ethical and responsible manner. As our client, you will always be treated in a courteous, professional and dignified manner.

3. RESPONSIBILITY FOR WORK

Depending upon the complexity of your claim, or of the particular task involved, you will have a designated director, solicitor or paralegal working on your claim. The work of any solicitor, or paralegal will always be supervised by a Director.

4. LIMITS OF OUR SERVICE

If you choose to instruct us, you do so solely in relation to your claim for the mis-selling of the PBA from the company responsible for its sale. We will not advise you on any other matters, whether they may relate to the relevant credit agreement or not.

5. ACCEPTANCE OF INSTRUCTIONS TO ACT

We can decide whether or not to accept instructions from a client.

If we receive a referral / nomination from an introducer, this does not mean that we have to accept the instruction to act for the client(s) referred. If we refuse instructions we do not have to give a reason, but we will never refuse instructions for any improper or unlawfully discriminatory reason.

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6. THIRD PARTY REFERRALS

If you have been introduced to us by another company, the introduction is regulated by the SRA's Code of Conduct 2011 (full details can be found on the SRA's website: www.sra.org.uk). If you have been referred to us, you are free to instruct a solicitor of your choice before we start doing work on your behalf. Any advice that we give you is independent of the company and you are free to raise questions about any respect of the service that we provide. By signing our agreement, you consent to any information provided to us in relation to the claim from yourself or a third party being passed to the company, unless you confirm otherwise.

If you have been referred to us by another company, then your referral to us is governed by the SRA's Code of Conduct 2011. Both your Referrer and ourselves are required to provide you with certain information in order to ensure you are aware of the arrangement between us and whether we have agreed to pay a fee to that company for your details. You are not responsible for this payment. Under our Professional Code of Conduct they agree to disclose this figure to you, as we do, upon request. If for some reason you have not received this information following a request please could you let us know. The amount we pay to your introducer is not an extra payment; it is totally separate to the fee we have quoted to you on the Contingency Fee Agreement. Specific details of the particular arrangement on your case relating to this payment will be provided to you upon request to us or the Company.

We confirm that we are operating independently of your Referrer and will, at all times, act entirely in your best interests.

7. ENDING THE SOLICITOR/CLIENT RELATIONSHIP

You can tell us to stop acting for you at any time. We can only stop acting for you if we have a good reason and can give you reasonable notice. Examples of when we may stop acting are where:

- there is a conflict of interest;
- the relationship between us breaks down;
- we cannot obtain instructions from you or your instructions constantly change; this list is not exhaustive and it merely gives examples.

8. RESPONSIBILITY FOR WORK

We will use all information you provide primarily for the provision of legal services. However we may also

use it for related purposes including updating and enhancing our records, analysis to assist in managing our practice, statutory returns, internal and external auditing.

9. FEES

We have agreed to undertake the work for you on a Contingency Fee Agreement basis. You are referred to the contents of the terms and conditions of the reclaim pack for information on our changing structure.

Put simply, upon settlement of your claim the firm shall charge you a fee of 30% plus VAT of gross amount.

We will charge you 30% of the gross amount of settlement or award resulting from your claim i.e. the amount offered by the bank before income tax has been deducted. We will add VAT to our charges at the rate that applies when the work is done.

For example, if we receive an offer of settlement from a lender in the sum of £1000 then our fees will amount to £300 together with VAT in the sum of £60 making a total of £360.

If we lose and/or do not recover an award from the Financial Institution. FSA. FSCS or Ombudsman on your behalf we will not charge you for our work.

WHAT HAPPENS IF YOU WIN-CHARGES AND EXPENSES

A "win" achieved by us for you in respect of your claim for the purposes of the Agreement will occur in the following Situations:-

1. A reasonable offer is accepted by you via us for an offset against your existing product with the lender/ the Opponent equal to the amount of the reimbursement of all or part of the paid by you to the lender / the Opponent plus statutory interest.
2. An offer is accepted by you directly with the Opponent for compensation by way of reimbursement of all or part of the premiums paid by you to the lender/ the Opponent plus statutory interest.
3. An offer is accepted by you directly with the Opponent for an offset against your existing credit with the lender/ the Opponent equal to the amount of the reimbursement of all or part of the premiums paid by you to the lender/ the Opponent plus statutory interest.
4. The compensation by way of reimbursement of all or part of the premiums paid by you to the lender/ the Opponent plus statutory interest is (i)

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paid direct to you or (ii) is credited to your outstanding loan, bank account or credit card.

- Any monetary benefit derived, saved or recovered for you by us in relation to your PBA

Only on us achieving a "win" in respect of your claim do you pay our charges for the work done on your case as set out below:-

1. Compensation cheque sent by the Opponent to us. You pay us 30% plus VAT in respect of our charges which will be deducted (your authority for us to make the said deduction is provided by you on signing the declaration confirming your agreement to be bound by the terms of this Agreement) from the gross compensation/settlement monies offered by the Opponent to us for the reimbursement of all or part of the premiums paid by you to the lender/ the Opponent plus statutory interest awarded to you OR
2. Compensation cheque sent by the Opponent to you- you pay us 30% plus VAT of the gross settlement in respect of our charges in respect of which we will send you a bill of costs direct for the said charges which will become payable by you to us within 7 days of the date of deemed service of the cheque. OR
3. Compensation credited by the Opponent to your outstanding loan, bank account or credit card- you pay us 30% plus VAT of the gross amount of the offset against your outstanding balance with the lender/the Opponent in respect of our charges in respect of which we will send you a bill of costs direct for the said charges which will become payable by you to us within 7 days of the date of deemed service upon you of the said bill. of costs OR
4. An offset only settlement offered by the Opponent- you pay 30% plus VAT of the gross amount of the offset against your outstanding balance with the lender/ the Opponent in respect of our charges in respect of which we will send you a bill of costs direct for the said charges which will become payable by you to us within 7 days of the date of deemed service upon you of the said toll of costs.
5. If you cancel this Agreement after a "win" had been achieved by us for you in respect of your PBA claim then you pay us 30% plus VAT in respect of our charges for the work done on your PBA claim within 7 days of the date of deemed service upon you of the said bill of costs.

In a claim such as yours, it is extremely difficult to estimate at the outset exactly how much you will receive by way of a settlement on your PBA claim. By way of an example, if you were to receive compensation in terms of a reimbursement of the gross amount of £3,000 then you pay us 30% plus VAT in respect of our charges that is £1080 inclusive of VAT, although you

will not receive any sums by way of a payment to you as your debt will have been cleared.

Please note that when we present you with a bill of costs, you are entitled to complain about the said bill of costs. You may also object to the bill of costs by making a complaint to the Legal Complaints Service and/ or by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If all or part of the bill of costs remains unpaid, we may be entitled to charge interest.

We have to advise you that if your claim was valued in excess of £5,000, you could proceed with your claim outside the scope of this agreement by starting Court Proceedings and if you were successful you may be able to recover your legal costs from the Opponent in addition to being awarded compensation or any other settlement remedy. However it is our experience that few cases have reached Trial setting a precedent in this area of law. The Opponents solicitors generally contest payment of your legal costs on commencing Court Proceedings protracting the settlement of your PBA claim. You would need to fund up front the Court Fees of between £350 to £1,500 as your case progresses via the Court process and there may be arguments that you should have proceeded with your PBA claim via the Financial Ombudsman Service (FOS) rather than starting County Court Proceedings.

In any event if you pursue your claim via the Financial Ombudsman Service (FOS) and your claim is rejected by the FOS, this does not prevent you from subsequently starting County Court Proceedings against the Opponent providing such proceedings are commenced at Court within 6 years from the date of the credit agreement entered into with the Opponent failing which your PBA claim will be statute barred, that is you will be out of time to pursue the claim via the Courts.

By signing this Agreement you confirm that you understand that you had the option of pursuing your PBA claim via the FOS yourself without instructing us to act on your behalf utilising the various sources of free help available, for example on the FOS consumer helpline and website and that you are instructing us to act for you instead simply to save yourself the time, effort involved and/or have difficulties in communication and/or understanding financial matters.

YOUR AUTHORITY FOR US TO MAKE DEDUCTIONS FROM YOUR COMPENSATION

By agreeing to be bound by the terms of this Agreement, you agree that any compensation/ settlement monies offered by the lender/ the Opponent in relation to your claim can be paid by the lender/ the Opponent directly to AIA Solicitors and that thereafter AIA Solicitors is authorised by you under the terms of this Agreement on achieving a

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"win" in your claim to deduct from the said compensation/ settlement monies being sent to you.

You agree that if the Opponent fails to pay your claim compensation despite agreeing to do so within a reasonable time frame, you authorise us to take recovery action and if necessary Court Proceedings in your name to enforce the settlement agreement. Our charges in respect of such enforcement action are payable by you to us in addition to the 30% plus VAT contingency fee.

By agreeing to be bound by the terms of this Agreement, you understand that the terms of this agreement shall apply separately to EACH PBA claim being pursued by AIA Solicitors on your behalf against the appropriate Opponent.

WHAT HAPPENS IF YOU LOSE - CHARGES AND EXPENSES

If you lose, that is, we are unsuccessful in settling your claim and we fail to achieve a "win" for you, you do not pay us anything for the work we have done on your case.

WHAT HAPPENS ON TERMINATION OF THIS AGREEMENT PRIOR TO YOUR CLAIM ENDING

PLEASE NOTE THAT YOU WILL ONLY PAY THE CHARGES REFERRED TO IN THIS SECTION IF YOU FAIL TO COMPLY WITH THE TERMS OF THIS AGREEMENT. IF WE ACHIEVE A 'WIN' FOR YOU, YOU PAY US 30% OF YOUR **GROSS** COMPENSATION PLUS VAT. IF YOU DO 'LOSE' YOU DO NOT PAY US ANYTHING.

1. We can end this Agreement in writing at any time if we advise that your PBA claim is unlikely to succeed in which case you do not have to pay us anything for the work that we have done on your case.

2 We can end this Agreement if you fail to comply with your responsibilities as outlined below, in which case you will be responsible for our reasonable charges to that date based on the time we spend dealing with your case to include telephone attendances, considering, preparing and working on papers and correspondence and making and receiving telephone calls on an hourly rate of £100 plus VAT and reimbursement of any "disbursements" (typically comprising of a £1.00 statutory request fee and/or a £10.00 Subject Access Request fee in order to obtain a copy of your credit agreement if you do not have a copy yourself to provide to us) we have incurred on your behalf payable within 7 days of deemed service upon you of our bill of costs. Such charges will in any event not exceed 30% of the value of the PBA claim plus VAT.

3 We can cancel this Agreement in writing if you accept an offer that we consider to be inadequate or you reject an offer that we consider to be reasonable in which case you will be responsible for our reasonable charges to that date based on the time we spend dealing with your case on an hourly rate of £100 plus VAT and reimbursement of any disbursements we have incurred on your behalf payable within 7 days of deemed service upon you of our bill of costs. Such charges will in any event not exceed 30% of the value of the PBA claim plus VAT.

4 You can cancel this Agreement in writing at any time prior to the settlement of your PBA claim and if you choose to do so then you will be responsible for our reasonable charges to that date based on the time we spend dealing with your case on an hourly rate of £100 plus VAT and reimbursement of any disbursements we have incurred on your behalf payable within 7 days to deemed service upon you of our bill of costs. Such charges will in any event not exceed 30% of the value of the gross PBA claim plus VAT.

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THE FOLLOWING IS AN EXAMPLE OF HOW OUR FEES ARE CALCULATED:

Example A:

All compensation is "cash in hand "

Total gross compensation £3000

Of which cash is £3000

Fee charged at 30% £900

VAT@20% £180

Total Fee £1080

Consumer Receives £1920

10. HOURLY CHARGES

Our hourly charges will only apply if you end the agreement early. Our hourly charges are calculated taking into account the complexity, skill, time, urgency, importance and value of your claim.

We record the time we have spent on your matter in 6 minute units as follows:

Letters received are charged at 1 unit per page.

Letters written, telephone calls, interviews, preparation & consideration of

documents, research, travelling, etc., are charged at the rate of 1 unit for each full 6

minutes or part of that 6 minutes.

Our hourly charging rates are as follows:-

A. Director/Senior Associate/Associate Solicitors:
£100 per hour.

B. Senior Solicitor/Legal Executive (over 4 years post qualification experience/ Legal Consultant):
£100 per hour.

C. Solicitor/Legal Executive and fee earners of equivalent experience (0-4 years post qualification experience): £100 per hour.

D. Trainee Solicitors/Paralegals and other fee earners £100 per hour.

The hourly charging rates do not include VAT, which will be added at the appropriate rate. Our hourly charges do not include your disbursements or the success fee.

Rates are reviewed upwards on 1st April each year and you will be notified of any increases.

11. ACCOUNTING PROCEDURES

We have your authority to receive all monies payable to you by third parties in your claim into our client account.

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The usual accounting procedure is as follows:-

- 11.1 We firstly receive your compensation from the defendant and deduct an interim payment towards our costs (which will include our success fee). At this time the balance of your compensation after these initial deductions will be paid to you.
- 11.2 When we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

12. REGULATION

We are authorised and regulated by the Solicitors Regulation Authority. We are not authorised by the Financial Services Authority, so we cannot give you investment advice, nor can we advise you about insurance products. In using your information we will process any data that we have about you in accordance with the Data Protection Act 1998.

We will use your information for the following:

- to provide legal services to you and to administer your account with us;
- to prevent fraud (including checks for our money laundering obligations);
- to assess client(s) satisfaction
- to help improve services
- to contact you by telephone, letter or email about our services - if you do not want us to do this, then you must tell us.

13. CONFIDENTIALITY

We have a duty to keep information about you confidential. However, we may be required to allow outside organisations access to our files, such as the SRA, bankers providing funding for your case, any 'After the Event' insurers and/or your introducer.

14. FUNDING OPTIONS FOR YOUR CLAIM

AIA Solicitors offer a variety of payment options for us to deal with your claim. Here we set out all these options to allow you to decide which is best for you:

14.1 Contingency Fee Agreement

The vast majority of clients instruct us on a Contingency Fee agreement. The contingency fee is our professional charge that is only payable if your claim is successful. Our fee will be 30% plus VAT of each sum proposed by fee PBA Company to settle each claim for mis-sold Packaged Bank Account. We do not charge you if your claim is

unsuccessful. As such, there is absolutely no risk to you. Please note, VAT is only payable on our fees. Please refer to the Contingency Fee Agreement and its Terms and Conditions for more details.

14.2 Private Paying - Hourly Rate

You are able to pay us on an hourly basis if you wish. These fees would be payable whether or not your claim is successful. At the conclusion of your claim, we will calculate the time spent working on your claim. This will include fee time it takes reviewing documents, writing letters, making/receiving telephone calls and anything else that is required for your claim.

We will then charge you for the time spent on your claim at an hourly rate, calculated by reference to the following rates (letters and telephone calls are generally charged at one tenth of the applicable hourly rate unless they are sufficiently lengthy to justify a charge based on fee actual time spent): please refer to section 10 for the hourly rates.

Should you choose this option, we are unable to give you an accurate assessment of the costs until we have details of the number of policies and which lender(s) is involved. As we have experience in dealing with 100's of successful claims and a great deal of knowledge as to how long different lenders take to settle claims, we will then be able to provide you with a realistic figure. This could be in the range of £450 for a case that is quick to settle up to £2200 for one that takes longer and has to be pursued via the FOS route (see our FAQs). Please contact us for more details.

If at the end of the claim you are unhappy with our charges made on this basis, you are entitled to ask a Court to review them. This procedure is called 'detailed assessment' and involves you making a formal application to Court.

14.3 Conditional Fee Agreement

This option only applies if we consider that it would be better for you to refer your claim to Court rather than the Financial Ombudsman Service. This is an arrangement where you would only have to pay our fees if you do not win your case. However, if you do win, we will charge our normal fee (based on hourly rates) plus a success fee. The success fee can be up to 100% of our normal fees. In the event the case is won, the total fees will be recovered from the defendant.

If we were to bring court proceedings under a Conditional Fee Agreement, you will be expected to take out after the event insurance (ATE), paid by a one-off premium. If you lose your case, the insurance company will pay any costs that you owe to the defendant or third parties such as experts.

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Please note the above only applies to claims worth over £5000. If your claim is worth less than this, then you will be responsible for paying our legal fees whether you are successful or not. If at any stage we consider it to be in your best interests to issue court proceedings, we will explain more about this option. If the claim is successful, our fee will be 30% plus VAT of each gross sum proposed.

14.4 Legal Expenses Insurance

You may have purchased legal expenses insurance policy which could cover our and the defendant's costs in a claim for the mis-selling of Packaged Bank Account. These policies are sometimes attached to credit cards, home insurance or trade union membership. You should check the terms of any available insurance before instructing us to see if it would cover your fees for this claim.

In our experience, most Legal Expenses Insurance Policies do not cover this type of claim, but if you are unsure, please contact us.

Of all the various options, the only one in which we can guarantee that you will not pay anything should your claim be unsuccessful is the Contingency Fee Agreement.

15 YOUR RESPONSIBILITIES

You must

- 15.1 Give us instructions that allow us to do our work properly.
- 15.2 Not ask us to work in an unreasonable or improper way.
- 15.3 Not deliberately mislead us.
- 15.4 Co-operate with us.
- 15.5 Go to any hearing and attend court if required.

If you fail to comply with these obligations we are entitled to end this agreement

16 YOUR AUTHORITY TO US

We have your authority to take all steps that we consider reasonable in the conduct of your matter and to incur disbursements on your behalf.

If you were recommended to us by a referral agency then we have your authority to keep that referral agency updated regarding your claim.

We have your authority to keep any insurer updated regarding your claim.

We have your authority to allow your file to be inspected by quality assessors and insurers as required.

We may publicise your claim in any form of media provided that such publicity extends only to disclosure of material that would normally be in a public domain and not to material which would be regarded as confidential.

17 THE AGREEMENT

Delivery of Terms of Business to you at any time during the period we are instructed by you forms the contract between us. We agree between us that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

18 EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

19 PROFESSIONAL INDEMNITY INSURANCE

We hold appropriate professional indemnity insurance and full details of this are available upon written request. The policy documents are available to view at our main office in Leeds.

20 CAN I PURSUE A CLAIM MYSELF?

You are totally free to make a complaint directly to the banks and attempt to claim your PBA premium back yourself. You have a number of options

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available to you for the purposes of making a PBA claim which are as follows:-

Approach the Financial Services Ombudsman

• You can approach the Ombudsman directly by contacting their helpline on 0300123 9123

Monday to Friday- 8am-6pm Saturday- 9am-1 pm

* Email complaintinf@financial-ombudsma.org.uk

They will usually be able to deal with phone queries on the spot - so phoning might be quicker than emailing them.

Approach the bank directly

If you wish to complain directly to your bank then you can do so by telephone or in writing. Most banks have a dedicated PBA team and will offer you advice on how to complain.

Instruct AIA Solicitors

You may wish to instruct us to save you the time and effort involved in making a claim directly to the lender. If you wish to instruct us to handle your complaint on your behalf we will deal with your matter in a professional, timely and courteous fashion.

We stress that it is entirely a matter for you to consider whether you wish to instruct us to process your PBA claim. We promise never to engage in misleading sales tactics. You will not be pressurised or coerced in any way to instruct AIA Solicitors to conduct any form of litigation on your behalf. We operate in an ethical and responsible manner.

We do not deal with any PBA cases where clients have fallen into arrears or where they have already instructed another solicitors' firm or a CMC.

We do not accept referrals from any CMC's who charge a upfront acceptance fees from potential clients. In the minority of cases where any potential clients have entered into an agreement with an introducer which is not considered to be in the client's best interests we will endeavour to advise the client of this and any steps they can take to extricate themselves from that agreement.

We will always obtain instructions directly from the client and not just place reliance upon information passed to the firm by an introducer. We will not allow an introducer to dictate or control the way in which we deal with a client's matter.

21 SOLICITORS CODE OF CONDUCT

We are a firm of solicitors regulated by the Solicitor Regulation Authority and we are subject to the Solicitor's Code of Conduct. Full details of the

Solicitor's Code of Conduct are available from the Solicitor's Regulation Authority and their contact details are:-

Solicitor's Regulation Authority

Ipsley Court
Berrington Close
Redditch
B98 OTD.

Tel: 0870 606 2055

Website: www.sra.org.uk

Alternatively, the code of conduct is available via the SRA website as follows:-

<http://www.sra.org.uk/solicifore/code-of-conduct.page>

22 MEANS TESTED BENEFITS

If you are in receipt of means tested benefits, it is possible that any compensation you receive could affect your entitlement to claim.

If you require any further details please do not hesitate to contact us or contact your local benefits office directly to ascertain if your benefits may be stopped, reduced or discontinued in the event you receive compensation.

23 ANTI-MONEY LAUNDERING LEGISLATION

Identification Requirements

All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of all of our clients and to have an understanding of their financial status and normal business affairs.

In the case of individuals (including as director/secretary of a company), we require to see and keep a photocopy of a passport or driving licence with photograph, or national I.D. card or similar document as evidence of your identity and a recent utility or council tax bill or similar type of document as additional evidence of your address. We normally need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available.

For all companies we will carry out a search at Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

For non-listed companies and other organisations, we will also require the evidence for individuals for one or more directors/ company secretaries/shareholders/partners or other persons authorised to represent the organisation.

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Proceeds of Crime Act 2002 ("POCA") as amended by the Serious Organised Crime and Police Act 2005 ("SOCPA")

We are in certain circumstances obliged under POCA as amended by SOCPA to make a report to the Serious Organised Crime Agency ("SOCA") where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until SOCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

If any term or provision of these terms of business or our engagement letter is inconsistent with complying with our legal obligations under POCA and SOCPA then our POCA/SOCPA compliance obligation will override the inconsistent term which shall be deemed modified accordingly. We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

24 ELECTRONIC COMMUNICATION & DATA PROTECTION

Unless directed otherwise, we may communicate with you by means of the internet or other available electronic media. We will take all reasonable steps to safeguard the security and confidentiality of the information transmitted and you acknowledge that we cannot guarantee its security and confidentiality.

It is our policy to check all electronic communications with anti-virus software but we cannot guarantee the transmissions will be free from viruses. We shall have no liability for any losses suffered by you or any third party as a result of the transmission of a software virus.

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

Sometimes we ask other companies or other people to do work on our files. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible in writing.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

25 COMPLAINTS & DISPUTES

If you should have a complaint about any of our services, including our bill of costs, then please in the first instance contact the person who has conducted your case. If you remain dissatisfied then please contact our Complaints Director, Mr Ayoub Atcha who will explain our internal complaints procedure.

If you are unhappy with the outcome of our complaints handling then you can contact the Legal Ombudsman for further advice. The contact details of this service are:-

Post Legal Ombudsman
 PO Box 15870
 Birmingham
 B30 9EB
Tel. 03005550333
(If overseas call +44121 245 3050)
Minicom 0300 5551777

Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

26 AIA SOLICITORS INTEREST POLICY

We are a firm of solicitors regulated by the Solicitor's Regulation Authority and we are subject to Solicitor's Code of Conduct. Full details of the Solicitor's Code of Conduct are available from the Solicitor's Regulation Authority and their contact details are:-

1. If we hold money in a separate designated client account on your behalf, we will not account to you for any interest earned on that account.
2. We will not account to you for any interest in the following situations:
 - (a) on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;

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(b) on money held for the Legal Services Commission;

(c) on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;

(d) if there is an agreement to contract out of the provisions of this policy.

27 DISBURSEMENT/ADMINISTRATION COST

AIA Solicitors will invoice you in respect of a disbursement fee on behalf of the client to obtain all relevant documentation from your lender(s) and relevant credit agencies, at the rate the lender sets, which we will then seek to recover together with an administration fee of £10 plus VAT, only if your claim is successful. No charge whatsoever will be made if the claim is unsuccessful.

28 TIME LIMITS FOR STARTING COURT PROCEEDINGS

It is important that we make you aware that the Limitation Act 1980 only allows a person a limited amount of time in which to start a claim at Court. Failure to do so can mean that the right to sue is permanently lost.

The general rule for an action in negligence is that the claim should be protected by the commencement of Court proceedings within three years of the date of negligence or the date on which the person who has suffered the damage knew (or ought to have known) that they had sustained financial damage as a result of the actions of the lender whose identity is known.

The general rule for an action for breach of contract is that the claim should be protected by the commencement of Court proceedings within six years of the date of the contract.

This is without prejudice to your right to pursue a claim through the Financial Conduct Authority Ombudsman route within six months of the final decision letter from the lender.

Notice of the Right to Cancel

Solicitor's details: AIA Solicitors Limited, Park House, Park Square West, Leeds, LS1 2PW

Client's details:

Contract details: PBA Contingency Fee Agreement

Date:

You (the client) have the right to cancel this contract if you wish. This right can be exercised by delivering, or sending notice to us using our

contact details as above at any time within the period of 14 days starting the day after our contract was made. The notice of cancellation is deemed to be served as soon as it is posted or sent by email. If work on the above contract has begun, with your written agreement, before the end of the cancellation period, you may be required to pay for any goods or services supplied if you cancel or for distance selling - you will no longer have the right to cancel.

.....

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (by post, fax or email) this to the address below. You may use this form or your own wording, whichever you prefer.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

To: AIA Solicitors Limited, Lower Ground Floor, 4 Park Place, Leeds, LS1 2RU

I/We hereby give notice that I/We (delete as appropriate) **wish to cancel my/our** (delete as appropriate) contract

Signed:.....

Print Name(s):.....