

YOUR BUSINESS ENERGY CLAIM

Ha+tons
SOLICITORS

Thank you for instructing us to act on your behalf in your Business Energy Claim.

We will act for you on a 'no win, no fee' basis. Full details of this and other information about your claim are contained in this **"welcome pack"**.

If you would like to discuss any of the contents, please call our office on **01744 418 778** or email our Business Energy Team at **bec@hattonslaw.com**



Hattons Solicitors is a trading name of Hattons Legal Services Limited a limited company registered in England and Wales with company number 09771400. Its registered office is at Prudential Buildings, 3 Victoria Square, St Helens, Merseyside WA10 1HQ. Hattons Legal Services Limited is authorised and regulated by the Solicitors Regulation Authority (SRA ID number 628665).

Overview of your Business Energy Claim

If you used an energy broker to find a supplier for your business energy needs, chances are that they may have received a commission from the supplier when you signed up to their contract.

The broker was under a legal duty to disclose any commissions to you and, if they didn't, you could have a claim for compensation against both the broker and your energy supplier.

HOW WE CAN HELP

We use our trusted partners at Fuse Legal Ltd ('Fuse') to gather all the necessary information and determine whether you have a claim. If you do, we will then write to the broker and/or suppliers to inform them that you are bringing a claim and, if necessary to achieve a settlement, we will issue court proceedings.

PAYMENT FOR THE WORK

Fuse need to be paid for the work that they do on your behalf, but they too have agreed to work on a no win, no fee basis. However, if your claim is successful, they will receive a share of any compensation we recover for you in payment for that work.

We will enter a separate agreement with you for the work we do on your behalf, for which our fees are calculated by the time spent on your claim. Again, you only pay us if your claim is successful and we will seek those fees from your opponents as part of any settlement.

DOCUMENTS

You will find the following in this welcome pack:

- Client care letter - key information about us and how we work on your behalf.
- No win, no fee agreement - with Fuse.
- Conditional (no win, no fee) agreement - with us
- Authority to act
- Assignment agreement – this allows us to obtain funding for the disbursements we pay on your behalf.

NEXT STEPS

Please sign the documents where indicated so that Fuse and we can start work on your claim.

Client care

Thank you for instructing us to represent you in this matter. We would be delighted to help you with your claim in respect of secret commissions paid to your energy broker by the energy suppliers. We are experts in this area of financial litigation and will obtain information to assess and, if appropriate, process an action for financial redress on your behalf.

If we identify that you have a valid claim, we will further the matter with the broker and suppliers and, if appropriate, issue proceedings for financial redress and seek a settlement for you.

GENERAL

Our normal opening hours are 09:00 to 17:00, Monday to Friday. Messages can be left on the voicemail outside those hours. Please note that all calls to our office phone lines are recorded.

We endeavour to keep paperwork to a minimum but if you require assistance with any of the documentation provided, please do not hesitate to contact us.

We prefer to correspond via email where possible but will always communicate with you in clear language.

HOW LONG WILL IT TAKE?

Although it is difficult to be certain timescales for dealing with this type of claim, Fuse's initial investigation should take between 6 to 8 weeks to establish whether you have a valid claim and how much this may be worth. We will keep you updated as your claim progresses on the likely timescales for each stage.

YOUR RESPONSIBILITIES

You must provide us with any information that we ask for and this must be accurate to the best of your knowledge. We will only ever seek recovery of our costs from you if information received from you is inaccurate or late and causes us financial loss.

HOW MUCH WILL IT COST?

Any work carried out for you will be on a no win, no fee basis.

Fuse will receive a share of any compensation we recover for you if your claim is successful, under the terms of the no win, no fee agreement with them.

Separately, we will recover our fees and any other costs under the terms of the conditional (no win, no fee) agreement with us.

Should you be at risk of having to pay any other costs at any stage during your claim, we will discuss taking out an 'after-the-event' insurance policy to protect you against this risk, at the appropriate time.

Further details can be found in the agreements contained in this welcome pack.

WHO WILL BE RESPONSIBLE FOR PROGRESSING MY CLAIM?

Your claim will be progressed by our team of solicitors, legal executives and litigation executives, who will contact you as necessary.

TERMS OF BUSINESS

Our terms of business can be found on our website www.hattonslaw.com. If you require these to be provided in a different format, please call us on **01744 418 778** or by e-mail bec@hattonslaw.com

RISK

We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstance.

AUDITING

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked by them.

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.

OUTSOURCING

If we need to outsource any aspect of your case to organisations other than Fuse, we will seek your consent and protect your confidentiality.

Examples of this can include:

- Obtaining expert reports
- Instructing advocates to attend Court for you.

Rarely, we may consider outsourcing work such as typing/photocopying/auditing. If you do not want your file to be outsourced, please tell us as soon as possible on 01744 418 778 or by e-mail to **bec@hattonslaw.com**

DATA PROTECTION

We are committed to protecting your data. A copy of our privacy policy can be found on our website **www.hattonslaw.com**. Again, if you require this to be provided in a different format, please contact us.

COMPLAINTS

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, you are entitled to complain.

Our complaints procedure is available at **https://www.hattonslaw.com/complaints-procedure/** (also available in writing on request and complaints are handled promptly, fairly and effectively in accordance with it).

If you are not satisfied with our handling and/or findings of your complaint, you also have the right to complain to the Legal Ombudsman at the conclusion of the complaints process. There are time limits within which you can complain to the Legal Ombudsman. Contact details for the Legal Ombudsman and details of the time limits for making a complaint can be found at **www.legalombudsman.org.uk**. The Legal Ombudsman's address is **PO Box 6806, Wolverhampton WV1 9WJ** and their telephone number is **0300 555 0333**.

No win, no fee agreement (Fuse)

This agreement is dated [Date] and is made between:

1. [Claimant name] of [Claimant address] (the '**Claimant**'/'**you**'/'**your**'); and
Bedlington Social Club Limited of Club House, Market Place, BEDLINGTON, Northumberland, NE22 5TN
2. Fuse Legal Ltd, of 5th Floor Arkwright House, Parsonage Gardens, Manchester M3 2LF ('**Fuse**'/'**we**'/'**us**'/'**our**') collectively the '**Parties**'.

RECITALS

(A) Fuse is a company providing litigation services in which they review, investigate and pursue claims which relate to financial services irregularities, including claims for compensation arising from contracts involving secret commissions (the '**Services**').

(B) The Claimant has sought the agreement of Fuse to provide the Services. The Claimant and Fuse have therefore agreed that Fuse will provide the Services in respect of the Claim in accordance with the terms of this Agreement.

(C) In consideration of providing the Services, the Claimant has agreed to pay Fuse the Contingent Fee if there is Success in the Proceedings.

(D) In order to pursue the Claim, the Claimant has separately engaged the Solicitors to act as its representative on its behalf. The Solicitors have agreed to act for the Claimant on a Conditional Fee Agreement ('**CFA**') pursuant to which the Solicitors will be entitled to payment of their fees together with all disbursements.

DEFINITIONS

In this Agreement except where the contrary is expressly indicated:

"Adverse Costs" means the portion of the Defendant's fees and expenses that

the Claimant has incurred in relation to the Proceedings that are ordered by the court or agreed between the parties to be paid by the Claimant to the Defendant or its Affiliates;

“Affiliate” means in relation to a specified person, any person who controls, or is controlled by, or is under common control with, or has close connection with that specified person;

“ATE Insurance” means the contract of after-the-event insurance between the Claimant and the ATE Insurer to cover certain liabilities in respect of the Claim, including Adverse Costs and Expenses;

“ATE Insurer” means such provider of ATE Insurance approved by Fuse;

“Claim” means a claim against the Defendant for remedies resulting from financial services irregularities, including claims for compensation arising from contracts involving secret commissions ;

“Contingent Fee” means 30 per cent of any compensation recovered (plus VAT where applicable);

“Damages” means all amounts of money or the value of any services or benefits, recovered or received by the Claimant as a result of Success in the Proceedings and/or Settlement and shall include statutory and other interest and be the gross amount prior to any set -off or counterclaim exercised by the Defendant and prior to any deduction for taxes. Under this Agreement, Damages shall exclude Recovered Costs;

“Defendant” means any other party against whom proceedings are issued in the Claim or in claims heard with the Claim, or any one or more of them;

“Expenses” means any disbursements that are incurred on the Claimant’s behalf in connection with the Claim. For the avoidance of doubt, Expenses do not include Fees or Counsel’s Fees;

“Fees” means the basic charges, and any applicable tax, of the Solicitor in

respect of work carried out for the Claimant arising out of the Claim;

“Proceedings” means any legal proceedings issued on your behalf in relation to the Claim;

“Recovered Costs” means all amounts paid or payable to the Claimant or the Solicitor, or any person on their behalf, by the Defendant (or any related party) on account of:

- a. Fees;
- b. Counsel Fees; and/or
- c. Disbursements,

or, if a Settlement is agreed that fails to allocate the amount of the Settlement or compromise to such items, an amount equal to an order for Recovered Costs that a court might reasonably have been expected to make in the Claim as determined by counsel, acting reasonably, or by an experienced costs lawyer agreed between the Parties;

“Settlement” means an agreement between the Claimant and any Defendant, or any of their Affiliates, in settlement of the Claim, whether in the Proceedings or otherwise. This shall include any waiver or compromise of the Proceedings against a Defendant;

“Solicitor” means the solicitor instructed to act on the Claimant’s behalf;

“Success in the Proceedings” means the Claim is finally decided in the Claimant’s favour, whether by a court decision or Settlement or in any way that the Claimant derives benefit from pursuing the Claim. **“Finally”** means that the Defendant:

- a. is not allowed to appeal against the court decision or Settlement;
- b. has not appealed in time; or
- c. has lost any appeal.

Words in the masculine gender encompass the feminine and neuter genders and

words in the singular sense encompass the plural sense, and vice versa, unless the contrary is indicated or appears from the context.

YOUR DUTIES UNDER THIS AGREEMENT

The Parties recognise that the Solicitor must at all times act independently and in the best interests of the Claimant and in accordance with their other professional duties.

You will:

- a. irrevocably instruct the Solicitor to conduct the Proceedings in accordance with the procedural rules applicable in the Court and comply with any judgment, order or award made in the Proceedings;
- b. irrevocably instruct the Solicitor to provide Fuse with any documents or information relating to the Claim and Proceedings as may be reasonably requested by Fuse;
- c. irrevocably instruct and authorise the Solicitor to take such steps and perform such actions as may be required and/or desirable in order to perform and/or give effect to this Agreement, including discharging any obligations of the Claimant on its behalf as its agent in all respects;

Through instructions to the Solicitor and/or on your own account:

- a. diligently prosecute the Proceedings and seek to enforce and recover any Damages in the Proceedings;
- b. comply with the terms of the Legal Expenses Insurance (including as to payment of any premium as and when due) and any duty owed to the insurer providing such cover, not take or omit to take any step which might potentially lead to withdrawal, avoidance or cancellation of cover;
- c. take and follow the legal advice of the Solicitor at all appropriate junctures, including whether it would be appropriate to make or accept

- any offer to settle the Claim;
- d. co-operate fully and at all times throughout the proceedings with, and promptly provide such instructions and assistance to the Solicitor as they may require for pursuing the Claim, including providing, or procuring the provision of, documents in your possession or control or any Affiliates and, in so far as advised by the Solicitor, including providing access to witnesses for the purpose of preparing witness statements and procuring the attendance of those witnesses at trial to give evidence on your behalf;
 - e. authorise us to share any information we deem reasonable and relevant; and
 - f. not enter into any direct negotiations with an opponent, make or reject an offer of settlement, or settle or withdraw your Claim.

PAYMENT TERMS

Subject to the other terms of this agreement, you only pay us if there is Success in the Proceedings.

If there is Success in the Proceedings, you must pay the Contingent Fee of 30 per cent (plus VAT where applicable) of your compensation.

The reasons for setting the Contingent Fee at the level agreed are stated in Schedule 1.

You will be responsible for Expenses regardless of whether or not there is Success in the Proceedings. However, you will only be liable to pay Expenses at the conclusion of the Proceedings if:

Such expenses have not been paid or are not payable by another party to the Proceedings by way of Recovered Costs; or

Such expenses have not been paid by the ATE Insurer under the terms of the ATE Insurance.

TERMINATING THIS AGREEMENT

You may terminate this agreement at any time before you recover compensation. Unless you cancel this agreement within the 14-day time limit, you must pay an amount equal to the Contingent Fee and Expenses up to the date of termination.

We may terminate this agreement at our sole discretion on 14 days' written notice (unless a shorter period of notice is reasonable if the Solicitor concludes that your prospects of winning are less than 50 per cent, or if the Solicitor considers that the cost of pursuing your Claim would be uneconomical having regard to the amount of Damages realistically recoverable. If we terminate in accordance with this clause, then you will not be liable to pay us.

CONFIDENTIALITY

The conduct of the Claim may require us to disclose information about you and your Claim.

We will take reasonable steps to make sure that anybody who receives confidential information from us about you or your Claim agrees to maintain the confidentiality of this information.

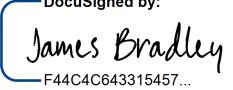
The success of your Claim depends in part on you also keeping exchanges confidential. You agree not to disclose any information about your Claim to a third party before discussing it with us first.

Miscellaneous

The parties intend that this agreement shall be lawful, and in particular comply with any legislation governing contingent fee agreements. The parties agree that

this agreement should be construed accordingly, and in precedence to any other principle of contractual interpretation. If any part or provision of this agreement is unlawful or inconsistent with such legislation or would if given effect render this agreement or any part of it unlawful or otherwise unenforceable, then the parties agree that that part or provision is without effect and shall be deemed to be severed from this agreement, with the balance of the agreement remaining in full force and effect.

This agreement is subject to English law and, save where expert determination is provided for or otherwise agreed, the courts of England and Wales shall have exclusive jurisdiction in connection with it.

Signed _____ DocuSigned by:

James Bradley
F44C4C643315457...
For and behalf of [Claimant]

Signed _____ For and on behalf of Fuse Legal Ltd

Schedule 1 - The reason for setting the Contingent Fee at the level agreed

The reason for setting the Contingent Fee at 30% (plus VAT where applicable) is that this represents a sensible commercial payment for the work involved in providing the Services, including funding Expenses on your behalf. There is also a risk to us of not being paid at all together with a delay in receiving payment. It is believed that 30% of the amount recovered is an appropriate percentage.

NOTICE OF THE RIGHT TO CANCEL

You may cancel this agreement without giving any reason within a period of 14 days after the date on which the agreement was entered. Your right to cancel will expire once this period ends.

To exercise the right to cancel, you must inform us of your decision to cancel this agreement by a clear statement (e.g., a letter sent by post or e-mail). You may use the attached cancellation form if you wish but you do not have to.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You can cancel by:

Post: Fuse Legal Ltd, 5th Floor, Arkwright House, Parsonage Gardens,
Manchester M3 2LF Email: contactus@fuselegal.com

CANCELLATION NOTICE

To: Fuse Legal Ltd, 5th Floor, Arkwright House, Parsonage Gardens, Manchester
M3 2LF Email: contactus@fuselegal.com

If you wish to cancel the agreement you may use this form if you want to, but you do not have to.

We give notice that we wish to cancel our no win, no fee agreement.

Signed _____
For and behalf of Claimant

Dated _____

Name:

Address:

Reference:

Conditional Fee Agreement (Hattons)

This agreement (between you and your solicitor/s) is intended to create a contract enforceable at law. Before you sign, please read everything carefully. This agreement must be read in conjunction with the attached document: "CFA: What You Need to Know."

Agreement date: 23/2/2023

Between:

We, the solicitors, Hattons Solicitors of Prudential Buildings, 3 Victoria Square, St Helens, Merseyside, WA10 1HQ And:

You, the Client,

Bedlington Social Club Limited of Club House, Market Place, BEDLINGTON, Northumberland, NE22 5TN

THE PARTIES AGREE:

1. What is covered by this agreement

1.1 Your claim for the obtaining of relief against your Energy Supplier and/or your Energy Broker for your business and/or any other party subsequently found to be liable for your losses relating to the arrangement and/or supplying energy to your business.

1.2 Any application for pre-action or non-party disclosure.

1.3 Any proceedings you take to enforce a judgment, order or agreement.

1.4 Negotiations about and/or a court assessment of the costs of this claim.

2. What is not covered by this agreement

2.1 Any counterclaim against you.

2.2 Any appeal you make against the final judgment order

3. Paying us

3.1 If you win Your claim, you pay our basic charges, our disbursements After-the-Event Insurance premium (“Our Costs”).

3.2 You are entitled to seek recovery from Your opponent of part or all of our basic charges and our disbursements (and any VAT thereon) but not the After-the-Event Insurance premium (where applicable).

3.3 It may be that Your opponent makes an offer or payment, which you reject on our advice and Your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. If this happens, we will not claim any costs for the work done after the last date for acceptance of the offer or payment.

3.4 If on the way of Winning or Losing you are awarded any costs, by agreement or court order, we are entitled to payment of those costs if you Win overall.

3.5 If you lose you will not have to pay Your opponent’s costs unless any of the conditions listed in section What do I pay if I lose? in the document “CFA: What You Need to Know” apply (a copy of which is attached with this CFA).

Signed by the solicitor(s): _____

Signed by the Client: _____

DocuSigned by:
James Bradley
F44C4C643315457...

23/2/2023

Dated: _____

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us by e-mail on **bec@hattonslaw.com** by fax to **01744 744404**, or by post to **Hattons Solicitors Prudential Buildings, 3 Victoria Square, St Helens, Merseyside, WA10 1HQ**, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

CANCELLATION FORM

To: to Hattons Solicitors, Prudential Buildings, 3 Victoria Square, St Helens,
Merseyside, WA10 1HQ, e-mail address: **bec@hattonslaw.com**, by fax to **01744
744404**. (File reference –MANAGEMENT)

I/We [*] hereby give notice that I/We [*] cancel my/our [*]/for the supply of the following service[*]

Ordered on [*]/received on [*] _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) _____ Date: _____
(only if this form is notified on paper)

[*] Delete as appropriate

What You Need to Know About a CFA

Definitions of words used in this document and the accompanying CFA are explained at the end of this document.

WHAT DO I PAY IF I WIN?

If you win your claim, you pay our basic charges and our disbursements. The amount of these is not based on or limited by the damages. You can claim from your opponent part or all of our basic charges and our disbursements.

It may be that your opponent makes a Part 36 offer or payment which you reject on our advice and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. Refer to the “Paying Us” section in the CFA document to establish costs we will be seeking for the work done after we received notice of the offer or payment.

If you receive interim damages, we may require you to pay our disbursements at that point as well as a reasonable amount for our future disbursements.

If you win overall but on the way lose an interim hearing, you may be required to pay your opponent’s charges of that hearing.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of those costs.

WHAT DO I PAY IF I LOSE?

If you lose, you pay your opponent’s charges and disbursements. You may be able to take out an insurance policy against this risk. If you lose, you do not pay our charges but we may require you to pay our disbursements.

ENDING THIS AGREEMENT

If you end this agreement before you win or lose, you pay our basic charges and disbursements.

We may end this agreement before you win or lose.

BASIC CHARGES

These are for work done from now until this agreement ends. These are subject to review.

HOW WE CALCULATE OUR BASIC CHARGES

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. The hourly rates are:

Grade of Fee Earner	Hourly Rate
1. Solicitors and legal executives with over 8 years' experience	£325
2. Solicitors and legal executives with over 4 years' experience	£295
3. Other solicitors or legal executives and fee earners of equivalent experience	£250
4. Trainee solicitors, paralegals and other fee earners	£195

We review the hourly rate periodically and we will notify you of any change in the rate in writing.

VALUE ADDED TAX (VAT)

We add VAT, at the rate (now 20%) that applies when the work is done, to the total of the basic charges.

INSURANCE POLICY

We shall continue to look for a suitable insurance policy and if we are successful in our search then we shall advise you at that stage of the benefits of the policy and purchasing it.

LAW SOCIETY CONDITIONS

The Law Society Conditions below are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything you find unclear.

OUR RESPONSIBILITIES

We must:

- always act in your best interests, subject to our duty to the court; explain to you the risks and benefits of taking legal action;
- give you our best advice about whether to accept any offer of settlement;
- give you the best information possible about the likely costs of your claim for damages.

YOUR RESPONSIBILITIES

You must:

- give us instructions that allow us to do our work properly;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;
- go to any court hearing.

DEALING WITH COSTS IF YOU WIN

- You are liable to pay all our basic charges and our disbursements.
- Normally, you can claim part or all of our basic charges and our disbursements from your opponent.
- If we and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and our disbursements, then you pay the difference.

We are allowed to keep any interest your opponent pays on the charges.

IF YOUR OPPONENT FAILS TO PAY

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

PAYMENT FOR ADVOCACY

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

WHAT HAPPENS WHEN THIS AGREEMENT ENDS BEFORE YOUR CLAIM FOR DAMAGES ENDS?

(a). Paying us if you end this agreement

You can end the agreement at any time. We then have the right to decide whether you must:

- pay our basic charges and our disbursements including barristers' fees when we ask for them; or

- pay our basic charges and our disbursements including barristers' fees if you go on to win your claim for damages.

(b) Paying us if we end this agreement

(i) We can end this agreement if you do not keep to your responsibilities. We then have the right to decide whether you must:

- pay our basic charges and our disbursements including barristers' fees but when we ask for them; or
- pay our basic charges and our disbursements including barristers' fees if you go on to win your claim for damages.

(ii) We can end this agreement if we believe you are unlikely to win. If this happens, you will only have to pay our disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.

(iii) We can end this agreement if you reject our opinion about making a settlement with your opponent. You must then:

- pay the basic charges and our disbursements, including barristers' fees;

WHAT HAPPENS AFTER THIS AGREEMENT ENDS

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed.

EXPLANATION OF WORDS USED

(a) Advocacy - Appearing for you at court hearings.

(b) Basic charges - Our charges for the legal work we do on your claim for damages.

(c) Claim - Your demand for damages for a mis-sold financial product whether or not court proceedings are issued.

(d) Counterclaim - A claim that your opponent makes against you in response to your claim.

(e) Damages - Money that you win whether by a court decision or settlement.

(f) Our disbursements - Payment we make on your behalf such as:

- court fees;
- experts' fees;
- travelling expenses.

(g) Interim damages - Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

(h) Interim hearing - A court hearing that is not final.

(i) Lien - Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

(j) Lose - The court has dismissed your claim or you have stopped it on our advice.

(k) Part 36 offers or payments - An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

(l) Trial - The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

(m) Win - Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages or in any way that you derive benefit from pursuing the claim.

'Finally' means that your opponent:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

Authority to act

To: Hattons Solicitors Prudential Buildings, 3 Victoria Square, St Helens,
Merseyside WA10 1HQ

We, [Client name] of [client address] hereby request and instruct you to pursue on our behalf a claim against our energy suppliers and/or our energy broker for our business and/or any other party subsequently found to be liable for our losses relating to the arrangement and/or supplying energy to our business.

We agree to be bound by Hattons' Terms of Business and, the conditional fee agreement between us and the no win, no fee agreement between us and Fuse.

We hereby authorise you to draft relevant documents and/or commence civil proceedings in such civil court as you consider appropriate, and to sign such statements of truth on our behalf and to obtain suitable legal expense cover for me as you, in your discretion, deem to be necessary in the conduct of our claim without further reference to us.

We irrevocably authorise you to pay accounts and disbursements on our behalf.

We understand that you may need to disclose information relating to us and our case to external individuals or companies to aid the progression of my case and we consent to this. We understand that we can withdraw this consent at any time.

We consent to the other party(ies) paying the legal costs of the case to Hattons and I accept that these costs belong to Hattons.

Signed by the Client: 

23/2/2023
Dated: _____

Assignment Agreement

This Assignment Agreement ("the Agreement") is made on:

BETWEEN

1. ("Assignor" *You" "Your"); and
2. Katch Fund Solutions, a company registered in Luxembourg, whose registered office is 1A Heienhaff, L-1736 Senningerberg, Luxembourg ("Assignee" "We" "Us" which definition shall include its assignees and successors).

WHEREAS

- a. You are the claimant, or intended claimant, in relation to a financial unfair relationship claim.
- b. You have agreed to assign certain rights to us in respect of an after the event insurance policy with Financial & Legal Insurance Company Ltd (the "Insurer"), policy number the "Policy) together with the claim proceeds awarded to you as part of your daim (the "Claim Proceeds) as set out below.

1. Assignment

In consideration of the Assignee providing funding to Hattons Legal Services Limited in respect of the disbursements becoming payable in respect of the Assignor's civil daim, the Assignor with full title guarantee hereby assigns absolutely to the Assignee all of its past, present and future rights, title, benefits and interests in:

- i. the Claim Proceeds; and
- ii. the Policy

together with the rights to make demand, commence, issue and continue proceedings against the Insurer together with its successors and assigns) in respect of the Policy.

2. Further Assignment

The Assignee may at any time assign or otherwise transfer all or any part of its rights under the Agreement without the Assignor's consent.

3. Counterparts

The Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

4. Governing Law

The Agreement shall be construed and governed according to English law

Signed on behalf of the Assignee:

Signed by the Assignor:

DocuSigned by:

James Bradley
F44C4C643315457...