

Contact: VW NOx emissions claims team

Email: support@lgwplaw.co.uk

Dear Client

Client Care Letter

Thank you for instructing LGWP Law to represent you in your claim for compensation against the Volkswagen Group.

The purpose of this letter is to set out the basis on which we act for you and to provide you with some information about our terms of business. This letter should be read alongside the following enclosed documents:

- o Non-contentious Business Agreement,
- o Confirmation Regarding Data Protection,
- o Litigation Group Agreement, and
- o Our Terms of Business.

Representation

The solicitor with overall responsibility for the Volkswagen NOx Emissions proceedings is Philip Evans. Philip is a Director of the company. Other solicitors and paralegals will also be involved in furthering your claims; we are working as a team.

The nature of your claim

In 2015, the US Environmental Protection Agency and California Resources Board discovered a discrepancy between the amount of Nitrogen Oxide (NOx) emitted by diesel vehicles manufactured by the Volkswagen Group when undergoing emissions testing, and when being driven on the road. The discrepancy was that NOx emissions were up to 40 times more when being driven on the road than when the vehicle was tested. After the discovery, the Volkswagen Group admitted that software had been installed in around 11 million vehicles worldwide that detected when the cars were being tested. The software then switched to a different mode from that used during normal driving.

There are an estimated 1.2 million vehicles affected in the UK. The software that was responsible for switching between modes has been determined an unlawful defeat device.

As those vehicles did not meet emissions standards without the defeat device, buyers paid more for the vehicle than they were worth and, therefore, suffered a financial loss. Consumers were also the victim of deceit and many were also victims of a breach of contract.

What you want us to achieve for you

Our goal is to obtain fair financial compensation for you from the Volkswagen Group.

The way forward

We will prepare a Schedule of Information which summarises your claim against the Volkswagen Group for your review and approval.

Firstly, we will attempt to reach an amicable settlement on your behalf with the Volkswagen Group.

Should settlement not be possible, we intend to issue court proceedings.

Non-contentious business agreement (NCBA)

Please read the NCBA which sets out the terms upon which we will act for you.

If your claim is successful, our fee will be 20% plus VAT of your compensation payable by the Volkswagen Group. If your claim is unsuccessful, **you will not pay any legal fees or expenses**. This is known as no win no fee. This agreement will remain in effect unless and until we issue court proceedings, which will only be if we cannot reach a settlement.

If court proceedings are issued you will be sent a new agreement, a Contentious Business Agreement (CBA). You do not have to agree to the CBA and can terminate our representation at that point. The CBA will still be **no win no fee**, but if your claim is successful, our charges will be 30% plus VAT to reflect the additional work involved in preparing for court.

If you have any questions about the above, please do not hesitate to contact us.

Litigation Group Agreement

In group actions, the case is managed for the benefit of a large group of Claimants. We would ask that every member of that group agree to certain rules and procedures as to how the court case should be run. For ease, a single document called a Litigation Group Agreement is drafted and sent to all Claimants in the group for review. It provides for, amongst other things, the appointment of a Claimant committee.

The committee consists of a small group of those claiming against the Volkswagen Group represented by LGWP Law, who will effectively be the 'voice' of the whole Claimant group. The committee will make decisions and provide instruction on behalf of everyone. This is necessary as the task of seeking instructions and maintaining a coherent strategy individually for thousands of people is impossible to manage.

Timescale

We would hope that your matter will be resolved within 2 years. If we are able to settle your case without having to issue proceedings, we would hope to conclude a settlement within 6 months.

Alternate options

Should you wish not to take us up on our no win no fee service there are a number of alternative funding options which may be available to you., Whilst we must make you aware of these options, we do not offer them. Alternate funding options include:

1. Legal Expenses Insurance
2. Damages based agreement
3. Paying privately

Further details about the above can be found below, however, as appears above, we do not offer these alternative funding options. We have agreed to represent you on a **no win no fee** basis.

A) Legal Expense Insurance

It may be that you already have an insurance policy in place which includes Legal Expenses. This would cover you in the event you had to pay your opponent's fees and any unrecovered costs and disbursements. These policies are often attached to other policies of insurance. You may wish to investigate whether such a policy exists and if so whether the policy is suitable. Legal expenses insurance can often be attached to;

- i. Any household contents policy in force at the time of the incident for your home address,
- ii. Any buildings policy in force at the time of the incident for your home address,
- iii. Any motor insurance policy in force at the time of the incident,
- iv. Any credit card insurance policy in force at the time of the incident,
- v. Your trade union membership card and union handbook if applicable, and
- vi. Any other policy of insurance which you know may cover legal expenses.

Our experience of these policies is that they generally do not cover group litigation and the level of cover provided is generally insufficient for a claim of this type. It is, therefore, our business policy not to operate with the benefit of this cover.

B) Damages Based Agreement:

This type of agreement entitles your solicitors to a specified percentage of the damages recovered.

This agreement may be suitable to fund your claim, but we believe that we cannot provide you with an adequate service under such an agreement and therefore this is not something which we are prepared to offer you.

C) Pay Privately:

This agreement would mean that you pay us on an hourly basis and would not be dependent upon you winning your claim. Should you wish to consider this, our hourly rates in the Volkswagen diesel emissions matter are below.

As we have offered you a non-contentious business agreement on a **no win no fee basis**, it is not necessary for you to pay us privately.

Cost estimates

Grade A Solicitors, Registered Foreign Lawyers and Legal Executives with over 8 years experience	£165.00 per hour Letters and telephone calls are £16.50 per 6 minute unit
Grade B Solicitors, Registered Foreign Lawyers and Legal Executives with over 4 years experience	£165.00 per hour Letters and telephone calls are £16.50 per 6 minute unit
Grade C Other Solicitors, Registered Foreign Lawyers or Legal Executives and fee earners of equivalent experience	£165.00 per hour Letters and telephone calls are £16.50 per 6 minute unit
Grade D Trainee Solicitors, paralegals and other fee earners	£165.00 per hour Letters and telephone calls are £16.50 per 6 minute unit

Your claim would be worked on by different fee earners of different seniority and experience. Our current charging rates without VAT are set out in the table above.

We anticipate that we will have to incur costs (disbursements) for things such as court fees, insurance, and barristers. We therefore anticipate that the overall cost of pursuing the matter will be in the region of £6,000 plus VAT and disbursements per individual case file. This is our best estimate of your individual costs. This does not include your share of the generic costs as it would be impossible to provide an estimate of those costs at this stage.

Please note that this is not a request for payment. We will never request any payment from you that does not accord with the terms of our no win no fee agreement.

Social Media

Through our experience of helping people pursue claims, we are aware that Defendants, insurers and Solicitors can, and often will, use anything to discredit you as a Claimant. This can include what you post on social media sites such as Facebook and Twitter, which can be subject to monitoring by the Defendants. Postings could have a significant impact on your claim as any evidence that suggests that 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.

You therefore have a duty not to put any information regarding your claim into the public domain, such as Google, Facebook or Twitter.

Your right to cancel

Under the Consumer Contracts Regulations 2013 where you have asked us to advise or assist you in any matter without first calling into the office, you have a right to cancel within 14 days with no obligation to us. As a result, we have to wait for the 14 day period to expire before we can proceed with your appointment unless we receive your written authority to proceed without delay.

Accordingly, you will see within our non-contentious business agreement we have included a model form of notice to cancel. At the bottom of this letter we have included a Confirmation of Appointment form which includes an authority to proceed without delay.

If you wish to cancel, it will help us if you use our form of notice so there can be no misunderstanding. However, you do not need to notify us in any specific terms as long as it is in writing and it is clear you wish to cancel the instruction. This right only applies if we receive it within 14 days or before your authority to proceed without delay whichever occurs first.

If you wish us to proceed now, please sign and return the Confirmation of Authority including the authority to proceed and we can then proceed on receipt of the same.

Complaints Handling

We are committed to providing a high quality legal service to all our clients. Whenever you have a concern, please tell us about it so that we can improve our service to you and our standards generally.

If you are not able to resolve the matter with Kayleigh Hayes, Michael Spees or Philip Evans, then please contact David Evans, the partner with responsibility for dealing with complaints. In this respect, we have a formal complaints procedure to follow to ensure we handle all complaints promptly, fairly and effectively.

For further details, including your right to take the matter to the Legal Ombudsman, please refer to our Complaints Handling Policy set out in the attached terms of business and posted on the Clean Air Claims website.

Cybercrime

It is a fact of life these days that law firms are regularly targeted by fraudsters and hackers who attempt to access confidential information, such as bank details, to steal client money. We have several policies in place to reduce the risk of this happening, and a key element of this is making you, the client, aware of the risk.

Emails are not a secure method of communication and we do not notify changes to important business information, such as bank account details, by email. If you receive an email from us with

bank details contained in the text please telephone us on the number on our headed paper and speak to someone you recognise within the firm.

Protection of your personal data

Your communications in this matter include personal data relating to you and to others. We are the data controller for the purposes of the EU General Data Protection Regulation 2016 (“GDPR”). We shall process the data in accordance with our policy on the protection of personal data which is available at <http://www.cleanairclaims/privacy-policy>

Under GDPR, you have numerous rights in connection with the processing of your personal data. Those rights, and the manner in which you can exercise them, are set out in that policy.

Terms of Business

This letter and the accompanying terms of business are lengthy and complex, but it is important that you read through them carefully to ensure that you fully understand what is involved. If there are any points you wish to clarify, please do not hesitate to contact us.

In addition, we advise you to keep this paperwork in a safe place so you can refer back to it whenever you need to refresh your understanding of your position.

I enclose our terms and conditions of business.

In order to proceed we will need the following:

1. Signed ‘Confirmation of Appointment’ and Terms of Business to confirm your agreement to these terms
2. Signed Non-Contentious Business Agreement
3. Signed Litigation Group Agreement

Kind regards,

LGWP Law
support@lgwplaw.co.uk

CONFIRMATION OF APPOINTMENT

I confirm safe receipt of:

1. Your letter to me titled ‘client care letter’ appended hereto;
2. Your Terms of Business; and
3. Your model form of notice to cancel within the Non-Contentious Business Agreement

I understand that I must provide satisfactory evidence of my identity which I will make available as soon as possible.

I instruct you to proceed with my case without delay.

Signature

Date

Claims against Defendants Volkswagen AG, Audi AG, SKODA Auto A.S., SEAT S.A., Volkswagen Financial Services (UK) Limited, Inchcape Retail Limited, and Other Authorised Dealerships

Volkswagen NOx emissions non-contentious business agreement

We are LGWP Limited (trading as LGWP Law), of 22 St Andrews Crescent, Cardiff CF10 3DD;

you are _____ (the Client)

This agreement sets out the terms that will apply to the work we do in representing you in your claim against the manufacturers and any other potentially responsible party (hereinafter referred to as “VW”) for damages arising out of the use by VW of a ‘defeat device’ in the diesel engines of certain vehicles.

This agreement is a non-contentious business agreement. It will apply only if you do not need to issue court proceedings. If proceedings need to be issued, then we will offer you a more detailed agreement known as a conditional fee agreement (or ‘CFA’) that is also a contentious business agreement. If you would like to see a draft of the CFA we intend to use or would like to know more about it, please let us know.

Our fees

We will deduct a fee from your damages that is not based on the time we have spent on this matter; this is known as a ‘contingency fee’ and will be 20 percent (plus VAT) of any damages you recover. At the present rates of VAT, this would mean that under this agreement, we would deduct 24 percent of your damages, leaving 76 percent of those damages for you. The reasons we are charging a contingency fee are: (i) because if your claim is not successful, we will be paid nothing (and this will be so even if we have paid disbursements on your behalf); (ii) it is possible that even if you recover damages, we may not be able to recover costs from VW or from anyone else; (iii) we need to make a reasonable profit and to cover the costs of providing the automated systems that help manage your claim (these being costs that are not readily chargeable on an hourly rate basis); (iv) the Claim is one of several similar claims, and as such, this may mean that we have to carry out work relating to issues common to those claims (including the administrative work of coordinating such claims); and (v) because this claim is one of several similar claims, there is a risk that the Claim may be more aggressively defended than would otherwise be the case.

In addition to the contingency fee, we will seek to recover from VW (or any other person who may be liable to pay costs) a contribution to our time-based fees for the work that we do, plus any expenses (known as disbursements) that we incur. Our time-based fees would be based on an hourly rate of £165 per hour, this being a composite rate for all grades of fee earner. Under this agreement, you will be liable for these monies (plus VAT thereupon), but we agree that the only way in which we may enforce payment of those monies is by requiring you to cooperate with us in recovering them as costs from VW (or any other person who may be liable to pay costs). As such, they will *not* be deducted from your damages and you will *not* have to pay them out of your own pocket.

There are exceptions to the above, however. If you end this agreement without our written consent, or if we end this agreement because you have failed to abide by your responsibilities (see below), then you must pay our time-based fees and disbursements (plus VAT), and this will be so regardless of whether you recover any damages or costs from VW. For the avoidance of doubt, cancelling this agreement will not mean that you have to pay those monies.

By making this agreement, you acknowledge and approve our fees (including the contingency fee) and the fact that this is a non-contentious business agreement. In this regard (to the extent that they are relevant), you agree to waive any rights under section 74(3) of the Solicitors Act 1974 and agree not to rely on the presumption relating to 'unusual costs' in CPR rule 46.9(3)(c). You also confirm that you have reviewed the "information regarding the non-contentious business agreement" posted on <https://client.cleanairclaims.co.uk> and that you have asked any questions you may have regarding the agreement or its terms. Furthermore, you agree that if, within 14 days of making this agreement, you have not sent us any documents for the purposes of allowing us to advise you about alternative means of funding, you will be estopped (ie legally prevented) from disputing our fees on the basis that other means of funding existed.

Your responsibilities

Your responsibilities under this agreement are as follows:

- you must ensure that we always have your correct contact details
- you must give us instructions that allow us to do our work properly
- you must cooperate with us for the purposes of allowing the claim to be made and for the purposes of allowing any award or agreement to be enforced
- you must not ask us to work in an improper or unreasonable way
- you must not deliberately mislead us or anyone acting on our behalf (including any expert)
- you must not exaggerate the claim or any aspect of it
- you must provide us with all documents relating to the claim promptly
- you must go to any expert examination or court hearing which we have asked you to attend
- you must not unreasonably reject our advice about making or accepting offers to settle.

You agree that any damages or costs payable to you will be paid into a designated client account and that you will not make or attempt to make any arrangement for any such monies to be paid either to you or anyone else. You also agree that we may deduct our fees and disbursements (including the contingency fee) from those monies before paying them to you.

Details about us

The following details are given in compliance with certain consumer protection legislation:

- LGWP Limited is a company limited by shares and registered in England & Wales at 22 St Andrews Crescent Cardiff CF10 3DD (Company Number 10730073); our telephone number is 02920 229716 and our fax number is 02920 377761.
- The services we intend to provide are legal services. We are authorised to act as a firm of solicitors and are regulated by the Solicitors Regulation Authority (ID number 638758). The SRA may be contacted at Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN, or by phone (0370 606 2555).

- A copy of the Code of Conduct for Solicitors, RELs and RFLs (the professional Code of Conduct that governs solicitors) may be found at the following website: <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/>.
- We are registered in the UK for VAT purposes (VAT No GB 133 9642 62); unless otherwise indicated, VAT is added to our fees and to certain disbursements.
- Issues of client care and how complaints may be made are addressed in the client care letter. Complaints may be addressed to Mr David Evans at our registered address, or by email to devans@cardiff-law.co.uk, or by fax on 02920 377761.
- We carry professional negligence insurance; the limit of cover in the UK is £3 million and our insurer is Sampo International through Miller Insurance Services LLP (although these details may change from time to time).
- For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and generally, you agree that information may be given by electronic means, including by email. In particular, you agree to all communications being digital, and you agree to receiving bills and invoices in electronic format. A paper copy of any document will be provided should you ask for it.
- The work involved in dealing with your claim is likely to take more than 30 days to complete.
- This agreement is governed by the law of England and Wales, and any litigation in respect of it must take place in that jurisdiction.

Terms of business

Our general Terms of Business will apply. These contain details regarding our services, our complaints policy, confidentiality, data protection, and other such matters. By signing this agreement, you accept those Terms of Business. If there is a conflict between those Terms of Business and this agreement, this agreement will prevail. These are available on our website at: <https://cleanairclaims.co.uk/terms-of-business/>.

Signatures

Before you accept the terms of this agreement, please check that you have read and understood the following:

- If you win your claim, we will deduct 20 percent of the damages as being our fees (plus VAT) and that we will do this regardless of how quickly your claim settles.
- Other firms of solicitors may offer terms that are different to those that we offer. These may include private client retainers (ie paying by the hour), damages-based agreements (ie paying a percentage of the monies recovered), and conditional fee agreements (ie 'no win, no fee' agreements) that are not non-contentious business agreements. Whilst we believe that the terms we offer are competitive and represent good value for money, if you have any concerns in this regard you ought to shop around. If you choose to instruct someone else during the 14-day statutory cancellation period referred to below, you may do so without incurring any charge under this agreement
- It is possible that you have other means by which your claim may be funded. If you have legal expense insurance or trades union funding, it is possible that you may be able to use

it to avoid having any monies deducted from your damages; as such, you must give us sight of any relevant documents so that we can advise you in this regard. In particular, you or another member of your household may have legal expenses insurance (either as a stand-alone policy, or as an add-on to motor or home insurance). It is also possible that you have legal support as a benefit of being in a trades union. If you have any such alternative means of funding (or if you are in any way unsure about this), please send us any relevant documentation by no later than 14 days after having made this agreement. We will then (for no charge) advise you about how you should fund your claim. If you wish to use an alternative means of funding, you may cancel this agreement within 7 days of receiving that advice without incurring any charges. This is without prejudice to the statutory right of cancellation referred to below.

- If you do not abide by your responsibilities, our fees and disbursements may become payable in full (on an hourly rate basis) and regardless of whether you recover damages.
- If proceedings have to be issued and if you wish to continue instructing us, you will have to enter into a further contract with us, but you will be under no obligation to do so.
- This is a non-contentious business agreement that covers all our fees and disbursements and as such you have no right to have those monies assessed by the court (although the court may set the agreement aside under section 57 of the Solicitors Act 1974 if it finds that the agreement is unfair or unreasonable).
- You have a statutory right to cancel this agreement within ‘the cancellation period’, that being a period that ends 14 days after the day on which this agreement was made. You may exercise that right by making any clear statement that you wish to cancel the agreement or by using the attached form. If you cancel the agreement within those 14 days, you will not be charged.
- By signing this document, you acknowledge that you are signing this agreement for the purposes of section 57(3) of the Solicitors Act 1974 and that you are bound by it as you would have been had you signed this agreement in your own hand. A copy of this agreement will be provided in PDF format, and a hard copy will be provided upon request.

Signed by the Solicitors

Philip Evans

.....

Notice of Your Right to Cancel

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

The cancellation period will expire after 14 days from the day of the conclusion of the contract (which is the date on which either you or we signed this Agreement, whichever is the later).

To exercise the right to cancel, you must inform us (the Solicitors) of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or e-mail). The person to whom a request to cancel can be sent is: Philip Evans, 22 St Andrews Crescent, Cardiff CF10 3DD; that person's e-mail address is pevans@cardiff-law.co.uk and he can be contacted by post, by phone on 02920 229716, or by fax on 02920 377761. You may use the attached cancellation form (see below), but this is not obligatory.

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

Effect of cancellation

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel this contract.

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 us to begin performance of the services during the cancellation period, you will be liable to pay us our reasonable fees (based on hour normally hourly rates) for any work we may have done. We will, however, waive any such fees, so you will pay nothing.

✂

Cancellation Form

(NB This form is to be returned only if you do not want the Solicitors to continue to act for you.)
To Philip Evans, 22 St Andrews Crescent, Cardiff CF10 3DD, who may be contacted at pevans@cardiff-law.co.uk, or by post, or by phone on 02920 229716, or by fax on 02920 377761:

I/We* hereby give notice that I/We* cancel my/our* contract dated _____ for _____ the supply of legal services in my/our* claim in respect of the vehicle

Client Name:

Client Address:

Client Reference:

..... Date / /

*Delete as appropriate

LGWP Limited
 trading as
LGWP Law

Terms of Business

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The following is intended to set out all our terms and conditions, to clarify what you may expect from us and the basis of which we accept your instructions. This is subject to any specific agreement reached between us and recorded in writing.

1. Our Service Commitment

Throughout the time that we act for you, we shall endeavour at all times: -

- 1.1 to keep you regularly informed of progress
- 1.2 to communicate with you in plain language
- 1.3 to explain the nature of the legal work that may be required
- 1.4 to advise you regularly of the costs and risk benefit of pursuing the matter
- 1.5 to keep you informed of the likely timescale involved

We shall review the matter regularly and advise you of any changes in the law, circumstances or risk which affect the advice that we have given.

The standard of our advice will also depend on receiving prompt and clear instructions from you. We will often record these in our letters to you to ensure that we have understood your instructions correctly.

We will answer your telephone calls or written queries as soon as possible and will return any missed telephone calls as soon as practically possible. If you email us or leave a message, it will assist our ability to respond to you as quickly as possible.

We may not proceed with instructions where we have reasonable cause to suspect the subject matter of the transaction to be subject of financial sanction or asset seizure, or where we suspect the same may be derived from tax evasion or the proceeds of crime.

2. Hours of Business

Our hours of business are from 9:00am until 1:00pm and from 2:00pm until 5:00pm on weekdays. We may make appointments for meetings outside these hours when this is the most convenient way to move the matter forward.

3. Our complaints policy

We are committed to providing a high-quality legal service to all our clients. Whenever you have a concern, we need you to tell us about it, so that we can improve our service to you and our standards generally. This may include the amount of any bill which we raise.

If you are not able to resolve the matter with the lawyer dealing with your case, then please contact David Evans, the partner with responsibility for dealing with complaints. Where David Evans is the solicitor dealing with your case, then Philip Evans is the partner with responsibility for dealing with complaints. If the matter cannot be dealt with quickly, then he may ask you to set out the main points of your concerns in writing, so that they can be investigated properly and hopefully resolved or clarified to your satisfaction.

In this respect, we have a formal complaints procedure to follow to ensure we handle all complaints promptly, fairly and effectively. You may request a copy from us at any time at no charge.

If you are not satisfied with our response to your complaint, you can then contact the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ. Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final decision on your complaint. For further information, you can contact the Legal Ombudsman (Tel: 0030 555 0333, email to enquiries@legalombudsman.org.uk or refer to the website: www.legalombudsman.org.uk

Please note that the Legal Ombudsman may review the level of service we have provided, but not the advice we have given. Although that can include the amount of any bill we have rendered, the Legal Ombudsman may not be able to deal with such a complaint should you pursue an assessment by the Court.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there were grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

If you object to the amount of our bill and you are not able to resolve this through our complaints process, you may pursue any objections either to the Legal Ombudsman (with the contact details as above) or by application to the Court for an assessment of our costs. Should you seek an assessment by the Court, you must do so within 1 month of the date when you receive our bill.

4. Equality and Diversity

This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send a copy of that equality and diversity policy.

5. Confidentiality

It is a fundamental principle of our relationship with you as a client, that all discussions between us verbally and in writing, are confidential. There are only limited instances in which by law we may need to make some disclosure to third parties. Some of our files may be inspected at random by our accountants as part of our financial audit. Apart from this, the firm also has Lexcel accreditation. In order

to maintain this, we will make our files available to third party advisers to check that we are compliant with Lexcel standards. In addition, we may be required to disclose our files to officers of the Solicitors Regulation Authority to ensure that we are fully compliant with the Solicitors' Code of Conduct. These external firms or organisations are required to maintain confidentiality in relation to any files we disclose to them.

If we have a reasonable suspicion that the transaction in which we are instructed may involve proceeds of crime, we will be obliged to report our suspicion to the National Crime Agency. In such event, we will not notify you of this and we may have to suspend all work on the matter without explanation until the National Crime Agency authorises us to proceed (which they must do within 7 days in any event).

We are also under an obligation to notify the Office of Financial Sanctions Implementation, where we have reasonable cause to suspect that a person has committed an offence under the financial sanctions / asset seizure regulations, or is a designated person.

Sometimes we must ask other companies or people to assist on our files to ensure work is carried out promptly. This may include typing, photocopying, file storage, legal support and audits for legal, quality and regulatory compliance. We always seek a confidentiality agreement with any outsourced activity providers. If you do not want your file to be outsourced, please let us know as soon as possible.

In some property transactions, we may be instructed on behalf of your lender as well in order to save the cost of engaging another solicitor to act for them. Your lender will agree to this as a matter of course on condition we can disclose all relevant facts to them about the transaction. This may include:

- a. Any difference between your mortgage application and the information we receive during the transaction.
- b. Any cashback or other discount or benefit incentive you have agreed with the other party to the transaction.

6. Identification

To ensure the propriety of all transactions and to comply with government requirements, we need to verify the identity of all clients at the earliest opportunity. This will involve the following:

- We need to see satisfactory evidence of your identity. This will normally involve a current signed passport or driving licence together with a recent utility bill or bank statement confirming your current address. If you are unable to provide this, please contact us as soon as possible to discuss what other ways may be available to verify your identity.
- Where we are acting for a limited company, we will need to see a copy of the certificate of incorporation, a list of directors, shareholders and registered address together with personal ID as above for those shareholders with at least a 25% holding in the company and any directors authorised to give instructions.
- Whenever funds are introduced to any transaction we will need to be satisfied as to the source of the funds with documentary verification as we deem appropriate.

We may undertake such separate searches to verify information provided as we deem appropriate. Where third party payments are incurred to achieve this, we may seek payment from you in relation to these. Such payments will only be incurred with your prior approval.

7. Data Protection

In order to provide our service to you in a prompt and efficient manner, we will record and maintain data on our computer records about you. Such information may also be maintained to ensure compliance with our legal responsibilities. Every effort will be made to ensure that such information is correct and accurate and to comply with our obligations under the General Data Protection Regulation (“GDPR”). Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers.

We are a data controller for the purposes of GDPR and are bound by GDPR to take appropriate technical and organisational measures, against unauthorised processing of personal data and against accidental loss or destruction of or damage to personal data.

You have a right of access under data protection legislation to the personal data we hold about you. If you wish to make such a request, you should contact our Information Officer, Rebecca Carey, who is also our Office Manager. You can contact her on rcarey@cardiff-law.co.uk or by telephone on 029 2022 9716

We may from time to time send you information we think may be of interest to you. If you do not want to receive such information, please let us know in writing.

Our policy on the protection of personal data is set out in our policy which is available at: <https://cleanairclaims.co.uk/privacypolicy>

8. Electronic Communication

Unless otherwise directed by you, we may correspond with you by email. In doing so, you agree to accept the risk of viruses, interception and unauthorised access. We will take, and you should also take, reasonable procedures to maintain security of electronic mail and to check for commonly known viruses in information sent and received electronically.

In relation to financial details, we shall avoid the insertion of bank details in electronic mail and will always contact you by telephone to confirm we hold correct details, before transmitting any funds to you. You should not rely on information received by electronic mail for the transfer of funds to us without first checking by other means that your details are correct.

9. Fees

As a law firm, LGWP Law charges for the legal services it provides.

We are representing Volkswagen diesel emissions clients on a “no win no fee” basis. That means that if your claim is not successful, you will not pay us any legal fees, nor will you contribute to our expenses.

Only if the claim is successful will we be paid a legal fee. The processing of your claim may involve two steps. The first being before court proceedings will have been initiated and, if necessary, the second step being after. As such, we have designed our legal fees in two stages to fit the two steps.

Because the Volkswagen Group has already settled hundreds of thousands of similar claims in other parts of the world, we believe there is a chance that your claim might be capable of settlement, before proceedings are initiated. We will try to do just that. If we are able to settle your case before we have to

file proceedings in court, our legal fees will be 20% of the amount of compensation or “damages”, plus VAT. We will also seek to have our expenses paid by the other side.

The Non-contentious Business Agreement (NCBA) specifying 20% legal fees plus VAT covers only step one, the part of the legal process prior to proceedings being initiated in court. The NCMA will remain in effect unless and until we have to file in court.

If we are unable to settle your case, and do have to initiate court proceedings on your behalf, our legal fees will be 30% of the amount of compensation, plus VAT. Because additional work is required to go to court, we will have to charge a higher percentage.

If we do have to initiate proceedings, you will be offered a second (different) agreement, taking the form of a Conditional Fee Agreement. Under the terms of that agreement, we will continue to represent diesel emissions claimants on a “no win no fee” basis.

10. Financial Services

Some of the work that we do may involve investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

If you have any problem with the service we provide for you, then please let us know. We will try to resolve any problem quickly and operate an internal complaint handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory board of the Law Society and the Legal Ombudsman is the independent complaints handling body.

11. Interest Policy

As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

We aim to account to you for interest at a reasonable rate of interest, however as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money, we hold on your behalf yourself. In most cases we must ensure that money held on client account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.

Our interest rate on monies held on general client account will be 0.25% below the Bank of England Base Rate in force for the relevant period of time. This rate is likely to change from time to time. In exceptional circumstances it may be necessary to place funds in a separate designated deposit account.

Where amounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall outside the requirements of this policy. The relevant interest information can be obtained at your request.

Whenever we hold your money on your behalf, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of amounts of interest received from us and the implications of this will depend upon your own financial circumstances.

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

When money is held on our general client account, interest will be calculated from the time the funds become cleared for interest purposes, on cheques or banker’s drafts this will be 3 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column:

Amount	Period
£1,000	8 weeks
£2,000	4 weeks

£10,000	2 weeks
£20,000	1 week

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £30.00. This de minimis figure does not apply to funds held on a separate designated deposit account.

Interest will be calculated at the end of the matter and will credit the client ledger at that date.

12. Financial Services Compensation Scheme (“FSCS”)

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by the FSCS, then they will not be eligible for compensation.

We currently hold our client account funds in Lloyds Bank. The £75,000 FSCS limit will apply to each individual client so if you hold other personal monies in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

13. Storage of Papers and Documents

After completing the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years on the understanding that we have your authority to destroy confidentially the file 6 years after sending you our final bill. We will not destroy documents you ask us to retain in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend reading papers, writing letters or other work necessary to comply with your instructions as may be appropriate.

14. Termination of Instructions

In certain circumstances you may have a right to cancellation within 14 days. Where that right applies, we will send you a model form of notice to cancel. In those cases, we may be unable to proceed with

your case until the period expires or we receive a written instruction to proceed as we will request from you.

Separate to any right to cancel, you may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason, for example, if you do not pay a bill in time or meet a request for payment on account we reasonably make having regard to the work required. We will give you reasonable notice when we decide that it is appropriate to stop acting for you. In such event we will be entitled to charge for any work carried out prior to termination on the basis set out in our covering client care letter to you.

15. Professional Indemnity Cover and limit of liability

As required under our professional rules, we maintain professional indemnity insurance with a maximum cover of £3,000,000. You agree with us that any claim which may be made against us arising out of these instructions will be limited to that amount. In the event that there is any prospect that the value of any risk attaching to instructions may exceed that amount we will discuss with you the need to increase cover in relation to that transaction on such terms as may then be reasonable and in which case the limit of our liability to you will be in accordance with that agreement.

We shall not be liable for any consequential losses or losses attributable to lost profits or opportunities. Likewise, we are not liable to provide advice in areas for which we have not received express instructions.

We only limit our liability to you as above to the extent the law allows it. In particular, we do not limit our liability for death or personal injury caused by our negligence.

Our indemnity insurance providers are Endurance Worldwide Insurance Limited arranged through Miller Insurance Services LLP of 70 Mark Lane, London EC3R 7NQ.

16. Acceptance of our terms and when we can start work

We have requested your signature to an acknowledgement to confirm that you have received these terms and conditions, that you have read and understood them and that you agree to them. If there is any aspect with which you take issue, then you must raise it before returning the acknowledgement.

Our obligations to you will start as soon as we receive:

- 16.1 The acknowledgement form provided with these terms; and
- 16.2 Satisfactory evidence of your identity.

In addition, where we have identified in our acknowledgement form that you have a right to cancel, our obligations to you will start the earlier of 14 days after you receive our notice to that effect and the date when we receive your instruction to proceed without delay.

LITIGATION GROUP AGREEMENT

RECITALS

- A. The parties to this Litigation Group Agreement (“the Agreement”) are all owners or former owners, or lessees or former lessees, of Volkswagen, Audi, SKODA or SEAT diesel vehicles believed to contain unlawful defeat devices.
- B. The parties to the Agreement have agreed to instruct LGWP Law (a trading name of LGWP Limited) (“the Solicitors”) to join or commence group litigation against Volkswagen AG, Audi AG, Skoda Auto A.S., Seat A.S., Volkswagen Financial Services (UK) Limited, Inchcape Retail Limited and certain other authorised dealerships to seek damages.
- C. As the group litigation will involve many tens of thousands of individuals and businesses, in order to simplify the management of the litigation and the provision of instructions to the Solicitors, this Agreement provides a contractual mechanism to govern the relationship between all participants in the litigation and the Solicitors.

PROVISIONS

1. A Claimant Committee is in the process of being established and shall be comprised of:
 - (i) Claimant No. 1 (Chairman, to be supplemented)
 - (ii) Claimant No. 2 (to be supplemented)
 - (iii) Claimant No. 3 (to be supplemented)

and any additional Claimants who shall be appointed pursuant to the mechanism set out at 4(b) below.

2. The parties to this Agreement appoint the Committee to be their agents in respect of the conduct of the litigation and empowers the Committee to enter into any such agreements as are necessary for the funding of the litigation and the procuring of insurance as against adverse costs risk.

3. In appointing the Committee as agents in respect of the conduct of the litigation, the parties to this Agreement irrevocably grant the Committee the power to:

- (i) Provide instructions to the Solicitors to settle the litigation on any such terms as the Committee deems fit;
- (ii) Discontinue any and all claims;
- (iii) Instruct Barristers, Experts and incur any such disbursements as are necessary for the conduct of the litigation;
- (iv) Provide instructions to the Solicitors as to the distribution of global damages between the parties to this Agreement in the event of settlement on a global basis; and
- (v) Take any necessary and lawful steps to prosecute the claims of all parties to successful conclusion.

4. The Committee shall operate as follows:

- (a) The Committee shall have a quorum of three and meetings must be held together with the Solicitors;
- (b) Decisions of the Committee shall be by majority vote and similarly, the initial three members of the Committee may appoint additional members to the Committee by majority vote;
- (c) A person shall cease to be a member of the Committee if he or she resigns, dies or becomes incapable of managing his or her affairs, has a bankruptcy or insolvency order made against him or her or if a majority of the Committee, with the agreement of the Solicitors, vote to remove the member;
- (d) The Chairman of the Committee shall have the casting vote in the event of any tie;
- (e) The Committee shall keep minutes of its meetings, to be prepared and maintained by the Solicitors, and shall approve the same at each subsequent meeting;
- (f) In the providing of instructions to the Solicitors as to the making or acceptance of offers of settlement, or of the distribution of global damages, no decisions can be made unless the Solicitors have recommended the course of action to the Committee; and

- (g) The Committee shall ensure that the Solicitors communicate with all Parties to this Agreement in a timely manner in respect of the general progress of the litigation.
5. This agreement shall commence from the date of acceptance.
6. Each party to this Agreement may cancel it within 14 days of the date of adherence. Notices of cancellation shall be provided by email to the address specified in the retainer documents which accompany this Agreement.
7. This Agreement shall be governed by the law of England and Wales and any disputes arising from it shall be referred to arbitration by a Queen's Counsel nominated by the Chairman of the Bar of England and Wales.

Confirmation

regarding

Data Protection

I, expressly authorise LGWP Limited trading as LGWP Law (the “law firm”), with reference to the data protection laws of the UK including the General Data Protection Law (GDPR), in connection with their representation of my legal interests in VW NOx diesel emissions matters, to use and transfer my personal data and documents outside the EEA if such transfer furthers my legal interests or is in fulfillment of the law firm’s contractual obligation to a third-party located outside the EEA in connection with the VW NOx diesel emissions matter. I also consent to the law firm’s storing and using my personal data in electronic form and communicating with me and with others via electronic means including via e-mail and through the Clean Air Claims platform.