

TERMS & CONDITIONS OF BUSINESS

GOLDBRIDGE LEGAL LTD T/A GOLDBRIDGE SOLICITORS



GOLDBRIDGE LEGAL LTD TRADING AS GOLDBRIDGE SOLICITORS TERMS AND CONDITIONS OF BUSINESS - COMMISSION DISCLOSURE CLAIM / DISCRETIONARY COMMISSION ARRANGEMENT CLAIM (DCA)

Our Firm's policy encouraged by the Solicitors Regulation Authority is to explain from an early stage the terms upon which we act for you, the client. These terms are intended to apply to all works undertaken for you (now and in the future) unless otherwise agreed. In order for us to deal with your claim efficiently we would be obliged if you read the following carefully. We will not undertake any work for you until we receive your instruction, on instruction, the following will apply.

1. Objectives and Issues

We have been instructed by you to investigate for, and pursue a claim for recovery of sums due to you from the lender in respect of commission disclosure/discretionary commission arrangement (DCA). As a result, you are instructing us to attempt to recover compensation for hidden commission charges, higher interest rates, additional charges to your car finance agreement and any other charges that you have applied for (the Claim(s)). We can advise that we will need to obtain documentation to substantiate the claim, run a soft credit search via Valid8 IP Ltd to identify the lenders, evidence to support your claim and if settlement of the case is not possible by negotiation, we may need to commence proceedings or submit your complaint to the Financial Ombudsman Service.

2. Our Responsibilities

We shall take all reasonable steps to pursue the claim for compensation for the above, such as assist you to gather all the correct paperwork and documents to support your claim, present your claim to lender and if negotiations fail, we may then look to submit your claim to the Financial Ombudsman Service. We will also be preparing any necessary correspondence, and we will also review all information provided in relation to the Claim(s).

3. Your Responsibilities

To co-operate fully with us in progressing the Claim(s), to provide prompt, honest and accurate instructions, to provide full disclosure of all information relevant to the case favorable or otherwise, to provide any documentation and information relevant to the case for example, all applicable documentation relating to your commission disclosure claim/discretionary commission arrangement claim (DCA). To not enter into any agreements with the lender without consulting our firm and to notify us when an offer of compensation is made by your lender or if/when you receive compensation directly from them.

As a law firm we must comply with legal and regulatory requirements to prevent crime. You agree to co-operate with us in verifying your identity via our third party E-KYC Provider, Valid8 (privacy policy: <https://www.valid8.com/privacy-policy>) and agree to co-operate regarding any other relevant matters, including screening for financial sanctions. This may involve providing identification and documentation, and using other online verification systems or other databases as required. We appreciate your understanding and patience as we fulfil our professional duties.

4. People Responsible For Your Work

Mr Amar Iqbal (Director) who specialises in this area, will be responsible for your case and if he is not available his secretary will be happy to take any messages for you. However, he may delegate under his supervision certain aspects of your case to other members within his team during the progression of your case. Mr Amar Iqbal will be responsible for the overall supervision of your case at Goldbridge Legal Ltd. We try hard to avoid changing the people who are handling your case, if this cannot be avoided, we will notify you promptly on who will be handling your case (and why the change was necessary) and we reserve the right to allocate other staff to your case where necessary. It is important to note, that to ensure efficiency to our customers, some parts of the process may be outsourced to other companies or people outside of Goldbridge Legal Ltd. Tasks we may outsource include administrative work on your claim, claim auditing and telephone communications. We will always ensure that any outsourced provider keeps your information safe.

5. Charges and Expenses

We have agreed to deal with your case(s) under a Damages Based Agreement (copy enclosed), a type of 'no-win, no-fee' agreement, whereby on your claim being successful the amount we will charge will depend on the compensation awarded as detailed in the Damages Based Agreement below. By signing these Terms and Conditions you are confirming your agreement to the enclosed Damages Based Agreement and for us to act for you on this basis. We require that you promptly pay our fee, no later than 14 days after you receive compensation (if you are paid direct) or if you have no intention of accepting the offer and we recommend that you do so, 14 days after our recommendation. You are required to notify us of either of these situations within 5 business days of them becoming known to you. The fees we charge are set under rules laid by the Solicitors Regulation Authority; the fee structure is below:

Compensation Range	Success Fee %	Maximum Success Fee
£1 – £1,499	30%	£420
£1,500 – £9,999	28%	£2,500
£10,000 – £24,999	25%	£5,000
£25,000 – £49,999	20%	£7,500
£50,000 or more	15%	£10,000

All fees are **exclusive of VAT**, which will be added at the applicable rate.

Examples of fee scenarios would be:

Example 1:

If your Lender makes an offer of £1,000 compensation and you have no outstanding balance with the Lender, your Lender will pay us £1,000. Of this, £360 will be deducted to pay our Success Fee and VAT, and £640 will be paid to you.

Example 2:

If your Lender makes an offer of £1,000 compensation and you have an outstanding balance of £800 with the Lender, your Lender may use the compensation offered to pay the outstanding balance, meaning they will only pay us £200. We would use this £200 toward our Success Fee and VAT, which would leave a balance of £160 payable by you to us.

We must advise you that you have the option to pursue your claim for compensation on a private paying basis whereby you would pay solicitors an hourly fee for the time spent on your case. However, Goldbridge Legal Ltd do not operate these types or claims on a Private paying basis. If you wish to pursue your claim on this basis you will need to instruct another firm of solicitors. Please note that Goldbridge Legal Ltd do not offer any guarantee about the outcome of your case but can confirm you will not be charged should there not be a successful outcome.

By agreeing to these terms and conditions you agree not to enter into any agreement with any lender or any other party without first consulting Goldbridge Legal Ltd in relation to the potential Claim(s). In the event legal proceedings are necessary we may not be able to continue to pursue your case by way of a Damages Based Agreement and will require a new engagement and agreement. We will inform you at an appropriate interval whether we believe legal proceedings are necessary and will advise you of the other forms and methods of progressing your case at that juncture, however based on this legal area we will not be looking to issue proceedings in this matter.

6. Making a claim yourself

Please note that you have the right to bring the claim yourself free of charge, as the FCA are to consult on a free to access consumer compensation (redress) scheme for consumers who were treated unfairly. It has already proposed that the scheme cover those with discretionary commission arrangement claim (DCA claims if commission was not properly disclosed). The FCA has said the consultation will be published in early October 2025 and be open for a period of 6 weeks. If your claim is unsuccessful, you can pursue your claim with the Financial Ombudsman Service ('FOS'). In providing your instruction, you agree to us referring your Claim(s) to the FOS where we believe such a referral would benefit your Claim(s) whilst taking the Representative Fees into consideration. Your signature as part of this engagement is to be applied to a FOS Declaration Form and where a lender does not provide a satisfactory outcome to your Claim(s) we will use, if there are sufficient merits, the Declaration Form to submit your Claim(s) to FOS.

7. Equality and Diversity Limitation (Time period to make a claim)

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees and are required to produce a written equality and diversity policy which can be provided to you on request.

8. Timescale

Each individual case is different and it's difficult for us to be able to tell you exactly when your claim will be settled as this very much depends on the attitude adopted by the opponent towards your case. If your claim is a complicated case, there is the possibility that it can take longer than a year for it to be settled. Currently the FCA have advised the lenders to respond to any complaints until after 4 December 2025 at the earliest with a consultation process being issued in October 2025. However, you can be rest assured that we will keep you updated along the way.

9. Limitation (Time period to make a claim)

Under English law a claimant usually has a fixed amount of time to bring a claim, after which their claim will expire – this is known as the 'limitation date'. This date can be extended indefinitely by issuing court proceedings. The law relating to mis-sold motor finance is still very new and developing and it is therefore uncertain exactly how much time a claimant has to bring their claim. However, based on the law as it currently stands, we believe that some things you could claim for would need to be brought within 6 years of the start of your agreement and others must be brought within 6 years of the end of the agreement. Please note that we will not be issuing court proceedings for the purpose of extending the limitation period. If you are concerned about this, you must issue court proceedings yourself.

10. Privacy and Data Protection

The privacy and security of your personal information is very important to us. Any personal information submitted to us will be subject to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and any legislation enforced within the UK in order to comply with GDPR, unless required to do so by law or a professional body, we will not disclose any personal data to any other person or organisation without the required consent. We want to assure you that the claimant's information will be properly managed, protected and respected. You can be assured any information you provide us with will be used strictly in accordance with the terms laid out in this statement. This privacy statement explains how we collect and use the claimant's personal information, what choices they have and other important information. You can find our full privacy on our website <https://www.goldbridgesolicitors.co.uk/>

11. Data Sharing

In order to provide our services in relation to your Claims, we may need to share your personal data with carefully selected third parties, including companies who assist us with the administration of claims and independent auditors who review the quality of our work. We may also share your information with our approved auditors and service providers for the purpose of quality assurance, compliance, and funding audits. All such parties are bound by strict confidentiality and data protection obligations in compliance with UK GDPR and the Data Protection Act 2018. Your information will only be shared where necessary for the progression of your claim, compliance with regulatory requirements, or for auditing purposes. This process does not affect the outcome of your claim or your entitlement to compensation. We will never sell your data to third parties. Our third party companies include (but not limited to): Moneyback Ltd, Unit 1, Uddens Trading Estate, Wimborne, BH21 7LQ (FCA firm ref no, 831685)

12. Advertising and Marketing Agency

We note that your case has been referred to by a marketing company and Goldbridge Legal Ltd. For any marketing companies, Goldbridge Legal Ltd may enter into an agreement to pay them a marketing fee per month. We must stress that this is not in addition to the fee that a client has agreed to pay us and this fee will vary month by month, but it is not relevant to your case. If you require details of the marketing fee, please let us know. A list of the marketing companies we work with, and details of their fee arrangements, can be provided on request by emailing PCP@goldbridgesolicitors.co.uk. We only work with marketing companies who comply with all relevant laws and regulations, including the Privacy and Electronic Communications Regulations (PECR), the GDPR & Data Protection Act 2018, and applicable advertising standards.

13. Funding and Investor Arrangements

Your claim may be supported by funding provided by a special purpose vehicle (SPV) that enables us to process large numbers of claims efficiently. Any repayment to the SPV is made solely from our fees and will not reduce the compensation you receive. You will always retain at least 70% of any damages recovered, after deduction of our agreed success fee.

14. Auditing

As part of our quality assurance and regulatory compliance process, your claim may be subject to an independent audit. This audit may be requested by our regulator, the Solicitors Regulation Authority (SRA). This audit is designed to ensure that your case has been processed properly, fairly, and in accordance with all applicable legal and regulatory requirements. The audit will not affect the outcome of your claim, but it may involve limited access to your file by authorised auditors for the sole purpose of reviewing compliance. It may also be that parties involved in the acquisition and processing of your Claim(s) will have limited access to the case file. By instructing us, you consent to your claim being included in such audit review, third party companies we work with can be available upon request. Please email

15. Complaints Procedure

Whilst we expect that you will be satisfied with our work, if you feel that you have cause for criticism or complaint in respect of any aspect of the service provided by this firm to include a complaint about our bill, you are entitled to complain, and we would invite you to address your complaint initially, in writing, to Mr. Amar Iqbal, (a Director) or by telephone for immediate consideration so that any appropriate action can be taken without delay. On receipt of your complaint we shall automatically invoke the firm's Complaints Procedure which includes writing to you to notify you of how the complaint will be handled and within what timescales you will be given an initial or substantive response and thereafter we shall conduct an internal investigation handled by a senior member of the firm resulting in a full written response to you in compliance with the firm's Complaints Procedure. On occasions, we may invite you to attend a meeting to explain the outcome of our investigation in more detail, in an effort to ensure that you will receive an adequate summary of the steps taken to resolve any problems. On concluding our investigations into your complaint, if you remain dissatisfied with the outcome, you have the right to complain to the Legal Ombudsman so long as the complaint is made within 6 months of you receiving our final response to your complaint and in any event within 12 months from when your complaint was first raised with us. You can contact the Legal Ombudsman via their website at www.legalombudsman.org.uk or by e-mail to enquiries@legalombudsman.org.uk or in writing to Legal Ombudsman, PO Box 6167, Slough, SL1 0EH. A copy of the firm's Complaints Procedure is available upon request from our offices, and we shall handle any complaint promptly, fairly and effectively in accordance with the firm's Complaints Procedure.

16. Legal Expenses Insurance Cover

You may have a legal expenses insurance policy which can be used by you to pursue your claim for recovery of sums due to you from the lender. This may be under a motor insurance policy/home insurance policy or any other relevant insurance policy you may have. Although you have advised us you have no such insurance policy in place, we would advise you to re-confirm this to be the case. If you do have the benefit of such an insurance policy, you should contact us immediately prior to signing and returning these terms and conditions as a Damages Based Agreement may not be the appropriate method of funding your case.

17. Your Authority For Us To Make Deductions From Your Compensation

By agreeing to be bound by these terms and conditions of business, you authorise the lender or their representatives against whom your claim is successful to release to us any compensation recovered on your behalf. You further authorise Goldbridge Legal Ltd on successfully pursuing your claim for compensation to deduct from your damages ("compensation") sent to us the amount payable to us as referred to above in respect of the Damages Based Agreement.

DECLARATION

I confirm that I have read and understood these terms and conditions of business for Goldbridge Legal Ltd as set out in this document and my signature below is my agreement to be bound by the terms and conditions I am to be bound by these terms and conditions in relation to Goldbridge Legal Ltd acting for me in pursuing my claim for compensation against the lender. I understand I do not need to instruct the firm to pursue my claims as I can do it myself directly with the lender and await the FCA free to access consumer compensation (redress) scheme without any charges of Goldbridge Legal Ltd being deducted.

Signed

Dated

Print Name

Cancellation

You can cancel this contract within 14 days without any charge or without giving any reason. If you do decide to cancel you can do this by confirmation in writing, either by letter or email to PCP@goldbridgesolicitors.co.uk or by telephone on 01204 563 533. A cancellation form should you wish to use it can be attached. If you choose to cancel within the 14 days. If this agreement is cancelled when an offer of payment has been made, we will enforce our charges as applicable above if necessary. If you cancel after the 14 day cooling-off period and before an offer is made we will charge £100 plus vat for our fees. If you cancel when an offer is made then our full charges will apply equivalent to our success fee in line with the SRA fee guidance as outlined in our terms and conditions. This charge applies to each Claim identified. If you believe you have been unfairly charged, we will explain the charges to you. If you disagree with the charges, you can make a formal complaint to the law firm through our complaint's procedure. If that is unsuccessful, there are then two further options to take your complaint forward. Both are subject to time limits: 1. Complain to the Legal Ombudsman (LeO). This service is free to consumers. LeO publish guidance on how to make a complaint, and [information](#) about the time limits that apply. 2. Challenge your solicitor's bill through a court application. Read information on how to: [Challenge your solicitor's bill: Overview - GOV.UK](#). You may wish to take independent legal advice before starting this process.