



Pre-contractual information applicable to regulated claims management services

M1 LEGAL

Terms of Business

1. Definitions

In these Terms of Business and contract of services:

1.1. Unless the context otherwise requires:

References to you and your are to the client or entity instructing us and named in the contract;

References to we, us, our, Firm and the like are to M1 Legal;

1.2. Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include natural persons, bodies corporate, unincorporated association and partnerships;

1.3. Any reference to persons, includes natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts;

1.4. A reference to statute or statutory provision includes all orders, regulations, instruments or other subordinate legislation made under the relevant statute (collectively legislation);

1.5. Any reference to legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

2. M1 Legal

2.1. Maxima 1 Legal S.L. (limited liability company) is registered within Spain, with registration number: B93477016 and whose registered address is at Avda. Carmen Saenz de Tejada, Parque Miramar, Edificio S208, 4º-B, 29651 Mijas Costa, Malaga, Spain.

2.2. Maxima 1 Legal S.L. is regulated by the Financial Conduct Authority in respect of regulated claims management activities under FRN 836561. (<https://register.fca.org.uk/>).

3. Terms of Business

3.1. These terms of Business relate to regulated claims management services by the Firm carried out in the UK or elsewhere, related to persons, citizens or residents of the UK or other country part of the European Economic Area.

3.2. These Terms of Business, together with a contract for services, set out the terms and conditions upon which we agree to be engaged by you, to the exclusion of all other terms that you or we may purport to apply in connection with our engagement (unless otherwise agreed in writing between you and us).

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4. Respective Responsibilities

- 4.1. We aim to offer you a friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions.
- 4.2. Our advice will be limited to English and Spanish law and unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.
- 4.3. We do not represent or owe a duty to any other person or any of your related companies, parent companies, subsidiaries, affiliates, officers, directors or employees, each of whom will (unless agreed by us) be deemed to have separate interests from you with respect to this, and any future engagement.
- 4.4. The subject matter on which we will advise you shall be specifically defined in our contract for services. We do not owe duty to advise or represent you regarding issues not included in our contract for services.
- 4.5. You agree that during the course of our engagement you will:
 - a) Co-operate with us to progress your matter;
 - b) Not ask us to work in an improper or unreasonable way;
 - c) Safeguard all documents which are likely to be required and provide promptly all relevant information and documents including all information and documents that we request, in connection with your matter;
 - d) Provide us with any type of Authorisation or Power of Attorney, which may be required in connection with your matter.
- 4.6. It is important that you provide us with all relevant documents and information to represent you and to provide services to you and that all information is to the best of your knowledge, complete and accurate and up to date. It should also be supplied as quickly as practicable. Please inform us as soon as possible of any changes to the information which may be relevant.

5. Fees and disbursements

- 5.1. Regarding the financial products and services claims, we do not charge an upfront fee.
- 5.2. When a financial products and services claim is finalised we will charge a fee according to the following options, one of which should be stated in the contract for services:
 - a) the hourly fees of our lawyers, as defined in clause 5.3.
 - b) the percentages defined in clauses 5.4.1 and 5.4.2.
- 5.3. Option one would be a fee according to the hourly rates of our lawyers. The hourly basis of our lawyers is £300+VAT for the senior lawyers and £180 + VAT for the junior lawyers.
- 5.4. Option two would be a fee according to the percentages defined below.
 - 5.4.1. We may charge a percentage of compensation payable, which may vary between 30%-50%. The exact percentage of compensation payable of each particular client shall be stated in the contract for services.

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5.4.2. We may charge a percentage over the amount of the financing discharged, which may vary between 15%-30%. The exact percentage over the amount of the financing discharged of each particular client shall be stated in the contract for services.

5.5. The following example may be useful, to illustrate the difference between the two options: If the estimate compensation amount is £40,000 and requires 20 hours of work of a senior lawyer, the hourly fee would be 6,000, but the fee according to the percentage (for example 40%) would be £16,000. In this case the hourly fees would be in the clients' best interest. If the estimate compensation amount is £10,000 and requires the same amount of work, namely 20 hours of a senior lawyer, the hourly fee would be again 6,000, but the fee according to the percentage (40%) would be £4,000. In this case the percentage fee would be in the clients' best interest.

5.6. All fees defined in the preceding clauses also would apply in the event the client is included in a class action. A class/collective action allows a class of claimants, sharing certain characteristics, to bring a claim against one or more defendants. If the Court grants permission to the Applicants to litigate in this manner, this may bring advantages, such as increasing the availability of similar evidence and the sharing of knowledge. A Group Litigation Order allows individuals who have claims (whether issued or not) giving rise to common or related issues of fact or law, to join forces.

Example 1: Percentage of compensation payable only, as loan/card is paid off in full.	
Total compensation	£10,000
Percentage of compensation charged 30%	£3,000
Client receives	£7,000
Fee for us according to the percentage agreed	£3,000

Example 2: Percentage of compensation payable and over the amount of financing discharged.	
Total compensation	£5,000
Amount of the financing discharged	£10,000
Percentage of compensation charged 30%	£1,500
Percentage over the amount of financing discharged 15%	£1,500
Client receives	£2,000 + £10,000 loan reduction
Fee for us according to the percentage agreed	£3,000

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Example 3: Percentage over the amount of the financing discharged.	
Total compensation	£0
Amount of the financing discharged	£10,000
Percentage over the amount of financing discharged 15%	£1,500
Client receives	£0+ £10,000 loan reduction
Fee for us according to the percentage agreed	£1,500

Example 4: Hourly fees charged.	
Total compensation	£10,000
Junior lawyer 2 hours and senior lawyer 15 hours charged.	£4,860
Client receives	£5,140
Fee for us according to hourly fees	£4,860

6. Anti-money laundering legislation

6.1. As our company consist of lawyers, they are required by anti-money laundering legislation to verify your identity and we can accept instructions only on the basis that you can properly identify yourself to us.

6.2. If we do not receive sufficient evidence of your identity within a reasonable time of our request, we may have to cease to act; we may cancel our services and notify you in advance of our cancellation. Our verification of identity may include the use of electronic verification services and/or require you to provide us with original documents, which we will copy for our records.

6.3. Under the anti-money laundering legislation, we may also need to raise enquiries as to the source of client assets and the source of funds to be used with each engagement.

7. Confidentiality

7.1. Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is the legislation on money laundering and terrorist financing.

7.2. We would also require you to keep confidential all information related to your case, agreement with us and the procedures undertaken.

8. Files and documents

8.1. The clients will have access to their documents, when requested. We will return all original documents to a client when the claim has been completed.

8.2. Documentation needed to pursue a claim: purchase contract, finance agreement, misrepresentation statement, any declarations signed, any disclosure statements, any

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pre-contractual information or terms and conditions, proof of payment of purchase price or financing, any correspondence with the supplier and/or the bank, any information statements, any other documents, which may be required by the lawyer in charge, the court or any other authority. Misrepresentation statement is a written statement of the clients' experience when they were offered the financial product and/or service and states the clients' opinion on why they have been misrepresented.

9. Data Protection

9.1. We take the appropriate security measures to ensure that your personal data is protected and we will only collect and use personal data in accordance with the new GDPR.

9.2. GDPR requires that personal data shall be:

- a) processed lawfully, fairly and in a transparent manner in relation to individuals;
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

10. Electronic communication

10.1. During the course of your instructions, we may wish to communicate electronically with each other. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

11. Complaints procedure

11.1. In the unlikely event that you wish to raise a complaint with regard to any service we have provided, you may submit a formal complaint. This procedure sets out the process which should be followed:

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- a) A formal complaint shall be submitted by any reasonable means (letter, telephone, e-mail or in person), preferably in writing to the postal address indicated above or by email to: admin@m1legal.com
- b) We will send you a written or electronic acknowledgment within five business days of receipt, giving the name and job title of the individual handling the complaint, together with details of the complaints handling procedure. We will use our best endeavours to resolve your complaint as quickly as possible thereafter.
- c) If for any reason your complaint has not been resolved within 8 weeks from the day after the day the complaint was received, you have the right to refer it to the Legal Ombudsman Service at the following address: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, UK. For more information, you can visit their website: <http://www.legalombudsman.org.uk/>

11.2. Our complaint handling procedure is published on our website.

12. Cancellation

12.1. You have the right to cancel this contract within 14 days (withdrawal period) after the contract was entered into without giving a reason by:

- email to: admin@m1legal.com
- or to our postal address: Avda. Carmen Saenz de Tejada, Parque Miramar, Edificio S208, 4º-B, 29651 Mijas Costa, Malaga, Spain
- or verbally, by making a clear statement which sets out the decision to cancel the contract

12.2. A cancellation notice is available directly from us and is also available on our website. If you use this form you will receive acknowledgment of receipt of the cancellation on a durable medium without delay.

12.3. If you cancel the service contract after the withdrawal period, we will provide you with itemised bill, which will include the charges for the work done until the cancellation and you will have to reimburse us according to the itemised bill.

13. Others

13.1. The contract for services can only be changed by mutual consent, expressed in writing and signed by both parties.

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CANCELLATION NOTICE

This contract is signed on:(date)

You have the right to cancel this contract within 14 days (withdrawal period) after the contract was entered into without giving a reason by:

email to: admin@m1legal.com

Or by post to the following address: Maxima 1 Legal S.L., Avda. Carmen Saenz de Tejada, Parque Miramar, Edificio S208, 4º-B, 29651 Mijas Costa, Malaga, Spain

Or verbally, by making a clear statement which sets out the decision to cancel the contract

If you use this form you will receive acknowledgment of receipt of the cancellation on a durable medium without delay.

Date:

Signature of consumer/s:

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