

Terms of Engagement

Our Service

1. We will pursue a claim/s for compensation on your behalf against those companies you have identified in the letter of authority.
2. If appropriate we will pursue a claim/s through the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS).
3. We will correspond directly with the companies you instruct us to claim against and conduct all correspondence and negotiation on your behalf.
4. We will inform you if we receive an offer of settlement relating to your claim/s. We will review any offer and provide advice. We will seek your instructions on any offer that is received.

Terms and Conditions

The Claim

We confirm that it is possible for you to make a claim yourself. In these circumstances you would not be charged. Alternatively you could use the services of other professionals, such as a Solicitor or another Claims Management Company. We do not suggest that we will be able to achieve a better or quicker result than you could achieve by making the claim yourself direct.

Our Fee

1. The work done in respect of your claim/s will be charged as a contingency fee of 30% (inclusive of VAT at the current rate of 20%) of any award that you receive in settlement of each claim. We will not charge a fee if the claim is not successful.
2. An award is the financial benefit that you receive as a result of the claim. This is usually paid as a cheque or direct to a bank account.
3. Confirmation of our fee will be issued when an offer is accepted. Payment of our fee is due within 7 days of the award being made. A receipted invoice will be issued once our fee has been paid.
4. If the award is paid direct to us we will deduct our fee and send the balance to you as soon as the funds have cleared in our account.

Examples of how our fee is calculated

e.g. 1 – If you obtain compensation of £10,000 in cash – our fees would be 30% (inclusive of VAT at the current rate of 20%), i.e. £3,000.00.

e.g. 2 – If you obtain compensation of £20,000 in cash – our fees would be 30% (inclusive of VAT at the current rate of 20%), i.e. £6,000.00.

e.g. 3 – If you obtain compensation of £50,000 in cash – our fees would be 30% (inclusive of VAT at the current rate of 20%), i.e. £15,000.00.

Service Levels

1. We will provide regular updates about your claim/s, either in writing, by telephone or by email, at intervals of no greater than 8 weeks.
2. We will communicate in plain language. However, there will be occasions where the information we provide may seem complex. If this is the case we will be happy for you to call us with any queries.
3. We will keep you updated with the likely timescales for each stage of the matter and will update you if these change.

Limitations

1. Our agreement and your instructions relate solely to pursuing claims direct against those companies that you have notified us of or through the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS) as appropriate. If we are unable to resolve the matter through these channels we will contact you to discuss your options.
2. We will not provide any financial advice under this Agreement.
3. We will not act where we feel there is no reasonable chance of success.
4. This Agreement does not cover any claim against you.
5. This Agreement is not intended to have any effect whatsoever in the event that legal proceedings become necessary.

Termination

1. We can terminate this agreement at any time but we will only do so where we believe it is in your best interests to do so or we have a good reason.
2. You may terminate this agreement at any time. If you terminate this agreement outside of the period prescribed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 we will make a charge for the work undertaken by us on your behalf prior to receipt of your instructions to terminate. Our charges will be calculated at the rate of £150 per hour for all attendances, preparation and perusal and £15 for each telephone call made or received and for each letter or email sent.
3. Termination must be in writing. We will continue to pursue your claim unless we receive such written notice.

Termination is different to cancellation. Please see the section of this Agreement entitled Cancellation (Distance Selling Regulations) and the Notice of the Right to Cancel.

Interest Rate Policy

Any money that we receive on your behalf is paid to the credit of a client account that we hold with Barclays PLC. We are entitled to be paid interest by Barclays PLC on any credit balances in that client account. Such interest is paid to us gross. We will pay to you the gross amount of such interest that we receive from Barclays PLC in respect of the money that we hold on your behalf, provided that such interest attributable to the money that we hold on your behalf is in excess of £20.00 gross.

Financial Services

We are not authorised under the Financial Services and Markets Act 2000 (FSMA 2000), nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on

investments we may have to refer you to someone who is authorised to provide the necessary advice.

Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance.

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

We may, from time to time, send you information that we think might be of interest to you.

By signing this Agreement you also authorise us to carry out a Data Protection Act 1998 search, sometimes known as SAR to any of those companies that you have complained to us about. The cost of each search is £10. If we do carry out a search/searches on your behalf any fee which is payable will be our responsibility and will not be passed on to you.

Consequences of making a claim

You have instructed us that you have been mis-sold a pension plan or pension plans. Any claim that you make through ourselves will have no impact whatsoever upon the value of the pension plan or pension plans in question and which are the subject of your claim or claims. If your claim is to the Financial Services Compensation Scheme (FSCS) and the FSCS decide that you were mis-sold that pension plan or plans and award you compensation, the FSCS may take a lien over any investments within the pension plan in respect of which they award compensation. In any other case where your claim is not to the FSCS the value of your investments within your pension plan or plans will not be affected by bringing a claim.

Credit Check

By signing this Agreement you authorise us to carry out a credit search on you with one of the credit reference agencies, if we deem it appropriate. If we do carry out a credit search on you we will let you know and advise you of the outcome of that search. Any fee which is payable will be our responsibility and will not be passed on to you.

Legal Proceedings

In the event that it is necessary to issue legal proceedings in a Court in England and Wales on your behalf this Agreement shall cease to have any effect whatsoever. If it is necessary to issue legal proceedings we shall advise you on all options available to you.

Auditing and Vetting

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

Cancellation (Distance Selling Regulations)

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this Agreement. As a result, this means that you have the right to cancel within 14 days of signing this Agreement. This does not affect the termination rights stated previously in this Agreement. Notice of the right to cancel is attached hereto.

We also confirm that this work is expected to take longer than 30 days to complete and it is intended that the agreement should run for the duration of the claim.