

## TERMS AND CONDITIONS - PLEASE READ CAREFULLY

### TERMS AND CONDITIONS

The Claims Shop is a Trading Name of Legal Force Limited. Registered Office 4 Pedlars Walk, Ringwood, Hampshire BH24 1EZ. Legal Force Limited is regulated by the Financial Conduct Authority in respect of regulated claims management activities, registration number 832751. The Claims Shop will be referred to as TCS in this document. Associate(s) will be referred to by name and may refer to an associated party that works in agreement with TCS.

You acknowledge that it has been your choice whether or not to enter into this agreement and that you understand you could make a claim on your own behalf or by other means, see 8.10 below.

By entering into this agreement, you do not necessarily increase your claim's chances of success. TCS is not providing, and is not regulated to provide, financial advice. TCS is not regulated by the Solicitors Regulation Authority and cannot give legal advice.

**1. DEFINITIONS** The following terms in this agreement shall have the corresponding meanings, save where the context requires otherwise:

**1.1** Assessment Stage: the period during which we are assessing a financial claim

**1.2** Claim: A potential complaint or cause of action which you may have against a Provider in relation to: Advice, Service or product in accordance with the Companies license to conduct regulated activity in this field.

**1.3** FCA: Financial Conduct Authority. Legal Force Limited is regulated by the Financial Conduct Authority in respect of regulated claims management activities, FRN 832751.

**1.4** Claims Management Services: the assessment, preparation, submission, negotiation and conclusion of a claim (each a Claims Management Service)

**1.5** Confidential Information: all information (however recorded or preserved) which would be regarded as confidential by a reasonable person which is provided or disclosed in connection with or relating to a Claim or the Claims Management Services, and including (but not limited to) any Intellectual Property Rights and any legal advice, legal document or other document or advice given to or provided by us or on our behalf to you in connection with or relating to a claim or the Claims Management Services.

**1.6** Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998

**1.7** Expenses: could be any reasonable expenses incurred as part of the claim that are agreed between the parties. For instance, paying for Counsels Opinion, travel or appearance at court.

**1.8** Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which we are the Data Controller and in relation to which we are providing services to you under this agreement.

**1.9** Processing and Process: Being the work required to provide the service in administering the claims.

**1.10** Intellectual Property Rights: copyright, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, documents, information, databases, rights to protect the confidentiality of confidential information (including Confidential Information, know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

### 2. YOUR OBLIGATIONS

**2.1** You appoint us as your agent so that we can liaise with the relevant parties.



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- 2.2** You must ensure that you always supply truthful and accurate information.
- 2.3** You must forward any correspondence which you receive regarding your claim to us.
- 2.4** You must promptly reply to any request for further information and documents we make.
- 2.5** We will deduct our fee from the settled amount paid into the client account and forward the balance to you, in accordance with any Money laundering regulations and within 3 working days of receiving certified proof of identity.
- 2.6** If you ask us to commence work in providing our service to you during the mandatory cancellation period, we will require your written confirmation. However, the cancellation policy will still apply.
- 2.7** Any reference to writing includes email.

### **3. CONDUCT OF YOUR CLAIM**

- 3.1** By signing and returning this agreement (or a copy of it) to us, you have instructed us to provide Claims Management Services to you
- 3.2** The extent to which we carry out each of the Claims Management Services will depend on the merits of your claim and we have no obligation to carry out a particular Claims Management Service if we reasonably believe that a claim, at any time, has no reasonable prospect of success.
- 3.3** If we form the view that a claim does not have reasonable prospects of success then we will let you know why we have formed such a view and may at that point terminate this agreement by written notice to you
- 3.4** Once the draft submission is prepared in the case of an investment claim being submitted to FSCS (Financial Services Compensation Scheme) we will send this to you for your review and comments following which We will take into account any further comments you have and amend the submission accordingly (if reasonable to do so) and/or submit the claim to the relevant body on your instruction as the case may be.

### **4. CANCELLATION**

- 4.1** If you decide that you do not want to proceed with our services you can cancel your contract by writing to us at any time. A template letter is on the website [www.legalforce.legal](http://www.legalforce.legal) You can also cancel using any clear statement, including email, telephone, SMS or in person.
- 4.2** If you cancel during the first 14 days after you sign this agreement you will not have to pay any fee.
- 4.3** We can cancel this agreement if you materially breach any of your responsibilities and you fail to rectify your material breach within 21 days of us telling you which we will attempt to do by both telephone and post.
- 4.4** If you cancel this agreement after receipt of an offer of compensation which is consistent with the Financial Conduct Authority and Financial Ombudsman Service and/or the Financial Services Compensation Scheme guidelines (either directly from the lender/creditor or via us), you will be liable to pay our fees in full.
- 4.5** No Win - No Fee - We will pursue a claim for no charge other than the success fee as per 5. However, if you choose to cancel the contract prior to settlement we reserve the right to charge you £90 per hour including VAT for work done to date. You will be provided with a fully itemised invoice for the fee. This is the fee payable if case is not pursued at client request.

### **5. OUR FEES**

- 5.1** We will charge you a Success Fee of any compensation received from the Financial Services Compensation Scheme, or from a decision made by the Financial Ombudsman Service or by direct



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negotiation with a provider. Our fees are set by the Financial Conduct Authority.

Consumer Redress Obtained		Max % Rate of Charge	Max Total Fee
Lower	Upper		
£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	NA	15%	£10,000

**5.2** If you were to decline any offer of compensation which is consistent with the Financial Ombudsman Service, or the Financial Services Compensation Scheme guidelines, and which we recommend you accept, we would charge you the appropriate percentage plus VAT of the offer amount. You should be aware that compensation means benefit which you receive as a result of our service and assistance with the claim after you have instructed us.

**5.3** You agree that any Provider paying out a settlement amount is authorised, now and in the future, to make such payment to the Nominated Client Account (in accordance with the Payment Instruction Form annexed to this contract). Following an assignment in accordance with the terms you agree to provide us with an updated Payment Instruction Form. We will inform you in writing and provide documentary proof of the settlement amount paid into the Nominated Client Account within 5 working days of receipt. Please refer to separate document "Client Money Policy" to see how your money will be handled. You may also request a copy of this by post or email, or download from our website <https://www.theclaimsshop.co.uk>

**5.4** Any payment under this agreement not made by its periodic date shall attract interest at the rate of 4% per annum above the base rate of Barclays Bank plc (currently 0.5%), totaling 4.5% (both before and after any judgment).

## 6. DATA PROTECTION

**6.1** We agree that we will Process your Personal Data in accordance with The General Data Protection Regulation (GDPR) (EU) 2016/679.

## 7. COMPLAINTS

**7.1** Please contact us if for any reason you are dissatisfied with our service.

**7.2** We are committed to resolving complaints as quickly as possible. In the event that you wish to make a complaint, please contact us in writing, by email, by phone or in person. We will acknowledge receipt of the complaint within 5 working days giving details of the individual (name and/or job title) dealing with the complaint and provide a copy of our full complaints handling procedure. We have a maximum of 8 weeks in which to respond to your complaint, but we hope to resolve matters within 28 days. A copy of our Complaints procedure is available on the website [www.theclaimsshop.co.uk](http://www.theclaimsshop.co.uk)

**7.3** If you are dissatisfied with the handling of your complaint, or if we don't provide a full response within 8 weeks, you can refer the matter to the Legal Ombudsman.



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**7.4** The Legal Ombudsman can be contacted in writing to: Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG. Telephone: 0330 555 0333 (lines are open 8.30am to 5.30pm Mon to Fri). Email: [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk)

## **8. OTHER**

**8.1** The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this agreement which means that only you and we have any rights under this contract. However, if you ask us to liaise with anybody else on your behalf in relation to this contract, we will do so provided that you give us your written permission.

**8.2** Our service is personal to you and for this reason you are not able to assign this contract to any other person. **8.3**

**8.3** We may utilize services of associated parties to assist with your claim if we feel it is beneficial to the outcome of the claim. Any associate will also be regulated in order to provide the service. We will always notify you and obtain your agreement before any assignment is made to ensure that you are aware that it is happening, why, and who you are dealing with at all times.

**8.4** You should be aware that as with any claim there is a small risk that it may result in Court proceedings although in the highly unlikely event that this was to occur we would continue to provide our services and liaise for you to be referred to a solicitor. In order for the solicitor to represent you it will be necessary for you to enter into a contract with the solicitor for the provision of their services. If you do not wish to continue with your claim at this point you may cancel your contract and only pay the cancellation charges if applicable as set out in the terms.

**8.5** You should consider whether you have alternative mechanisms for pursuing a claim i.e. legal expenses insurance.

**8.6** Each party acknowledge that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

**8.7** Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

**8.8** By signing the Contract, you confirm that you agree that you are solely responsible for any statements, answers or replies you make or give in connection with or relating to these terms.

**8.9** If you have any queries you should raise these with us before signing this agreement and, if you still have queries, you should seek independent legal advice before signing.

**8.10** Please note that you are entitled to seek further advice in relation to the Claim and to consider what services might be most appropriate to the Claim. We will advise you after both our initial and full assessment of whether any alternative methods would be more appropriate for pursuing the Claim. In particular, you have the right to shop around and you should be aware of the free services provided by FSCS and FOS.

**Definitions:** FSCS = Financial Services Compensation Scheme, FOS = Financial Ombudsman Service, POS = Pension Ombudsman Service

These Terms and Conditions are correct as of 1<sup>st</sup> January 2022. They may be subject to change at any time.