



# Terms of Engagement

April 2020 v1 Edition

**Money and Me Claims Limited is authorised and regulated by the Financial Conduct Authority, FRN 834307.**

YOU DO NOT NEED TO USE OUR SERVICES TO MAKE A CLAIM. YOU ARE ENTITLED TO MAKE A CLAIM YOURSELF OR TO USE THE SERVICES OF OTHER PROFESSIONALS SUCH AS A SOLICITOR OR OTHER ORGANISATIONS AND YOU HAVE FURTHER RIGHTS TO REFER THE MATTER TO THE FINANCIAL OMBUDSMAN SERVICE, THE FINANCIAL SERVICES COMPENSATION SCHEME AND THE PENSIONS OMBUDSMAN.

THE FEE EXAMPLES BELOW ARE NOT TO BE TAKEN AS AN ESTIMATE OF THE AMOUNT LIKELY TO BE RECOVERED FOR THE CLIENT. THE FEE THAT THE CLIENT RECOVERS MAY BE MORE OR LESS THAN IN THE EXAMPLES DEPENDING HOW MUCH COMPENSATION (IF ANY) IS AWARDED.

**This document contains important information and sets out the Terms of Engagement for the appointment of Money and Me Claims Ltd (company registration number: 06934350) or its successor(s) to act on the Client's behalf in all aspects of the administration and negotiation of your Claim(s).**

**PLEASE READ THESE TERMS OF ENGAGEMENT CAREFULLY AND ENSURE YOU UNDERSTAND AND ARE HAPPY WITH THEM BEFORE SIGNING THEM.**

## Definitions

'**Claim**' means the Client's claim(s) or potential claim(s) against the Company in respect of the mis-selling or potential mis-selling of one or more financial services products or the application by the Company (or its representative) of unlawful charges to the account of the Client

'**Client**' means the policy holder/account holder(s) whose details are set out in the Form of Authority and who has appointed Money and Me Claims to provide the Services in respect of one or more Claims and where there is more than one policy holder or account holder the obligations imposed on the 'Client' under this agreement shall be owed by each policy holder or account holder separately and jointly with the other(s)

'**Company**' means the financial institution and or persons to whom the Form of Authority is addressed being the insurance company, bank, building society, credit card company or financial adviser, pension trustee or any other entity which sold the policy (or on whose behalf the policy was sold) or gave advice to the Client in respect of a policy, or applied the unlawful charges

'**Compensation**' means the sum paid or awarded to the Client (by way of interim award(s) (if any) and the final award) in respect of the Claim however paid or payable including by way of reduction of arrears on any account the Client holds with the Company against which a Claim has been made by Money and Me Claims on behalf of the Client or any payment or credit to a pension fund

'**Compensation Awarding Body**' means the Financial Services Compensation Scheme (FSCS); Financial Ombudsman Service (FOS); The Pensions Ombudsman (TPO); or the person against whom the Claim is being made

'**Fee**' means the fee payable to Money and Me Claims which will be 25% of the gross Compensation plus VAT paid on a successful Claim, (potentially up to 32% of which we pay to the person who referred your successful Claim to us)

## Illustration of Fees payable by the Client

If the Client is awarded £25,000 in compensation, our Fee will be £7,500 including VAT.

If the Client is awarded £100,000 in compensation, our Fee will be £30,000 including VAT.

If the Client is awarded £250,000 in compensation, our Fee will be £75,000 including VAT.

'**Forms of Authority**' means the forms of authority templates which authorise Money and Me Claims to act on the Client's behalf

'**Money and Me Claims**' means MoneyandMeClaims Limited, a company registered in England and Wales under company number 06934350 having its registered office at 11 Smitham Downs Road, Purley, CR8 4NH

'**Pre-contract Information**' means various documents produced by Money and Me Claims explaining the Services and containing the Privacy Policy, Summary Document, Vulnerable People Policy and other literature in connection with Money and Me Claims or a Claim.

'**Services**' means the claims management services provided or to be provided by Money and Me Claims Ltd including assessing the viability of, preparing, submitting, negotiating and concluding a Claim

## 1 Commencing the Engagement

1.1 **Customer Pre-contract Declaration.** By signing this declaration, the client confirms that he or she has read and understood the pre-contract information before signing these Terms of Engagement.

1.2 **Terms of Engagement.** By signing these Terms of Engagement, the Client agrees to be bound by these Terms of Engagement and appoints Money and Me Claims to provide the Services on an exclusive basis (unless otherwise agreed in writing by the Client and Money and Me Claims).

1.3 **Forms of Authority.** By signing and returning the Forms of Authority, the Client gives Money and Me Claims full authority to deal with the Company on his or her behalf and to obtain relevant information from whatever source on a continuing basis until conclusion of the Claim process and the payment of Compensation and our Fee has been made.

1.4 **Acceptance** of the Client's instructions will take place when Money and Me Claims notifies the Client that it accepts the Client's instructions after the Client has sent all the documents that Money and Me Claims requires back to Money and Me Claims (including a signed copy of these Terms of Engagement). When Money and Me Claims notifies the Client of this, a contract will come into existence between the Client and Money and Me Claims.



1.5 **Declination** of the Client's instructions will take place when Money and Me Claims informs the Client of this in writing together with reasons why. Money and Me Claims will not charge the Client a fee if it cannot accept the Client's instructions.

## 2 Right to cancel

2.1 **In the first 14 days.** The Client has the right to cancel this agreement and may do so giving Money and Me Claims a clear statement of the requirement to exercise this right within 14 days of the date on which we notify you that there is a contract in place between you and Money and Me Claims in accordance with clause 1.4 (the "Cooling Off Period") without any charge or liability to Money and Me Claims. The Client may also use the Cancellation form (available on request).

2.2 **After the first 14 days but before Money and Me Claims submits the Claim.** If the Client wishes to cancel this Agreement after the Cooling Off Period, but before Money and Me Claims has submitted the relevant Claim, the Client may notify Money and Me Claims of this either by email or post or the Client may use the Cancellation form (available on request). Money and Me Claims will be entitled to charge the Client for work done up to the time of receipt by Money and Me Claims of written notice of cancellation at Money and Me Claims' prevailing hourly charge rate of £120 per hour plus VAT. Money and Me Claims will not charge an amount in excess of what is reasonable in the circumstances and fairly reflects the work undertaken by the firm. See the Table of Cancellation Fees below.

2.3 **After the first 14 days and after Money and Me Claims has submitted the Claim.** If the Client wishes to cancel this Agreement after the Cooling Off Period and after Money and Me Claims has submitted the relevant Claim to the relevant Company or Compensation Awarding Body the client may do so by email or post or by using the Cancellation form (available on request). Money and Me Claims will be entitled to charge the Client up to 100% of the Fees in respect of any Compensation subsequently awarded to the Client if the relevant Claim is later successful. See the Table of Cancellation Fees below.

**Table of Cancellation Fees payable by the Client (these apply after the 14 day "Cooling Off Period" has expired)**

Stage 1	Money and Me Claims accepts the Client's instructions and welcomes the Client	0% of estimated Fee
Stage 2	Money and Me Claims obtains information from third parties about the Client's potential Claim	10% of estimated Fee
Stage 3	Money and Me Claims assesses the information received from third parties	20% of estimated Fee
Stage 4	Money and Me Claims conducts a questionnaire with the Client	30% of estimated Fee
Stage 5	Money and Me Claims' underwriters construct a legal argument for the Client's Claim	75% of estimated Fee
Stage 6	Money and Me Claims submits the Client's Claim to the Company/Compensation Awarding Body	90% of estimated Fee
Stage 7	Money and Me Claims liaises with the Company or Compensation Awarding Body	90% of estimated Fee
Stage 8	Money and Me Claims and the Client are notified of an offer of Compensation	100% of the Fee

## 3 The Client's Obligations

3.1 **Act promptly.** The Client will deal promptly with every reasonable request made by Money and Me Claims: for authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source is appropriate; and, to complete, sign and return any documentation required to progress the Claim on a continuing basis.

3.2 **Keep Money and Me Claims informed.** The Client will promptly inform Money and Me Claims of any relevant matters (whether requested by Money and Me Claims or not) that may affect a Claim or the Client's obligations under these Terms of Engagement.

## 4 Money and Me Claims' Obligations

4.1 **Check.** Money and Me Claims will check the documents and information the Client provides and will contact the Client if it appears that additional information or clarification is needed before proceeding with the Claim.

4.2 **Decisions to pursue the Claim.** Money and Me Claims shall have absolute discretion as to whether to proceed with the Claim at any time during the claims process (but will act reasonably in making its decision) and will promptly notify the Client if the Claim is not to be pursued by Money and Me Claims on behalf of the Client in which case, the Client shall be entitled to pursue the Claim elsewhere. In particular, Money and Me Claims shall be entitled to terminate the contract if (acting reasonably) it believes that a Claim:

- does not have a good arguable base;
- is fraudulent; or,
- is frivolous or vexatious.

4.3 **Skill and care.** Money and Me Claims will use reasonable skill and care in providing the Services.

4.4 **No assurances.** Money and Me Claims offers no assurances that any Claim will be successful or that it will result in Compensation.

4.5 **Updates.** Money and Me Claims will provide the Client with regular updates on the progress of the Client's Claim(s) at least once every 3 months.

4.6 **Outcome.** Money and Me Claims will notify the Client promptly of the outcome of the Claim.

4.7 **Client's personal information.** Money and Me Claims will keep the Client's personal information confidential (save as necessary to pursue the claim or as required by law) and use it in accordance with its Privacy Policy and any consents the Client has given to Money and Me Claims.

4.8 **Build strong client relationships.** Money and Me Claims is a member of an incentive scheme that builds strong relationships with customers and suppliers. (Further information available on request).

## 5 Fees

5.1 **Where no compensation.** No Fee will be payable by the Client if the Claim in question does not result in Compensation.

5.2 **Due date and payment of Fee.** The Fee will become due to Money and Me Claims on the date that the Compensation has been paid to or credited to the Client or to Money and Me Claims on behalf of the Client and shall be payable by the Client as follows:

- where the Compensation is paid into a pension fund, the Client may elect:
  - to pay our invoice within 14 days in accordance with clause 5.2(c) below; or
  - to enter into a payment plan with Money and Me Claims under which the Client:



- will have to pay a monthly amount calculated by Money and Me Claims after we have made an assessment of the Client's income and expenditure; and
- will supply the documentation necessary to verify the Client's income and expenditure; and
- will withdraw the remaining balance of the Fees from the pension fund at the earliest time the Client is legally permitted to do so. In the event there is insufficient monies in the pension fund to pay the balance of our Fees and/or the Client fails to pay the balance of our Fees to Money and Me Claims, the balance and any late payment interest will be recoverable by Money and Me Claims as a debt; and
- allows and takes any necessary steps to enable us to take a charge over the pension or other assets to ensure payment of our Fees in full.

(b) **where the Compensation is paid into Money and Me Claims' client account**, Money and Me Claims will be entitled to raise an invoice and, once it has done so, to transfer the Fees to Money and Me Claims' business account in settlement of the invoice before sending the balance to the Client;

(c) **in all other cases**, within 14 days from the date of the associated VAT invoice sent by Money and Me Claims.

5.3 **Late payment - interest.** In the event the Fee is paid late, Money and Me Claims reserves the right to charge interest at a rate of 3 per cent above the prevailing base rates at the Bank of England and accruing daily on all sums outstanding whether before or after judgment.

5.4 **Late payment – costs.** In the event that the Fee is paid late, Money and Me Claims reserves the right to recover the reasonable costs, disbursements, legal fees, court fees and expenses which it incurs in recovering the amount due from the Client.

## 6 Limits on Our Liability

6.1 **Money and Me Claims is responsible to the Client for foreseeable loss and damage caused by Money and Me Claims but not for unforeseeable loss or damage.** If Money and Me Claims fails to comply with these terms, it is responsible for loss or damage the client suffers that is a foreseeable result of Money and Me Claims breaking this contract or our failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is "foreseeable" if either it is obvious that it will happen or if, at the time the contract was made, both Money and Me Claims and the Client knew it might happen, for example, if the Client discussed it with Money and Me Claims during the pre-contract process.

6.2 **Money and Me Claims does not exclude or limit in any way its liability to the Client where it would be unlawful to do so.** This includes liability for death or personal injury caused by Money and Me Claims' negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of the Client's legal rights in relation to the Services.

6.3 **Money and Me Claims is not responsible for delays outside its control.** If its supply of the Services (or any of them) is delayed by an event outside its control, then Money and Me Claims will contact the Client as soon as possible to let them know and it will take steps to minimise the effect of the delay. Provided Money and Me Claims does this, it will not be liable for delays caused by the event, but if there is a risk of substantial delay the Client may contact us to end the contract. If the Client does so then Money and Me Claims will not charge a Fee in this circumstance.

## 7 Termination

7.1 In the event that the Client is in breach of either clause 3.1 or 3.2, Money and Me Claims will be entitled to cancel these Terms of Engagement on giving five working days' written notice.

7.2 If Money and Me Claims cancels these Terms under clause 7.1 then Money and Me Claims may charge the Client for work done up to the time of Money and Me Claims' written notice of cancellation (served under clause 7.1) at Money and Me Claims' prevailing hourly charge rate of £120 per hour plus VAT. Money and Me Claims will not charge an amount in excess of what is reasonable in the circumstances and fairly reflects the work undertaken by the firm.

## 8 Other Matters

8.1 **Complaints.** In the unlikely event the Client has a complaint about the Service provided to them by Money and Me Claims, the Client may use our complaints procedure (a copy is provided once the Client has signed these Terms of Engagement).

8.2 **Transferring the Claim or these Terms of Engagement.** Money and Me Claims will be entitled to transfer and novate the obligations and rights under these Terms of Engagement to another organisation provided that:

(a) the organisation to which the obligations are transferred is authorised and regulated by the Financial Conduct Authority or the Solicitors Regulation Authority in respect of your Claim(s); and

(b) Money and Me Claims notifies the Client as soon as is reasonably practicable of the transfer.

Money and Me Claims will make all reasonable efforts to ensure that on any transfer of the Claim or these Terms of Engagement, the Client's rights and guarantees under this contract will not be materially adversely affected. Where the Claim or these Terms of Engagement are transferred to an organisation regulated by the Solicitors Regulation Authority the Client will be provided with any additional client protection or other terms as are required by the Solicitors Regulation Authority under their regulatory rules and obligations.

8.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.4 **Rights of third parties.** Subject to clause 8.2 of these Terms of Engagement so as to give any third party potential rights to enforce the terms of the existing agreement, a person who is not a party to these Terms of Engagement is not entitled to benefit from them and has no rights to enforce them.

8.5 **Governing law.** These Terms of Engagement will be governed by English law and subject to the exclusive jurisdiction of the English courts.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Where a Claim is made by two or more individuals, all individuals are required to sign and date these Terms of Engagement:

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_