

Terms of Engagement For your records

Keep this document Safe! Fair Justice Claims Limited



Fair Justice Claims, 1 Charlesville Place, Neath SA11 1PY

1. What WILL Fair Justice Claims do for you?

- Upon receipt of your signed agreement we will investigate your mis-sold fee bearing bank account claim. This means that we will try and establish whether you have had a fee-bearing bank account and whether it was mis-sold to you. To enable us to do this we ask you to supply a copy of your bank statement. If you don't have a copy we will conduct checks with your account provider to try and find out if you have the product.
- Once we have established the product exists, and that it was mis-sold to you, we will write to your account provider explaining why we think it was mis-sold and invite them to make an offer of compensation. Your account provider has up to 8 weeks in which to provide a final response but it is not unusual for the response to take longer than this.
- We will tell you when we receive an offer of compensation and advise you to accept it if we believe it to be adequate. If your claim is rejected by the account provider, and we think you have a good chance of success, we will ask for your consent to refer it to the Financial Ombudsman Service for a decision. We will keep you informed at every stage of the claim and you can contact us whenever you would like an update.
- In some circumstances, such as where the original bank no longer exists, it may be necessary to refer your claim to the Financial Services Compensation Scheme.
- We will always act in your best interests when pursuing your claim and achieving for you the best results realistically obtainable.
- Payment will be made directly to yourself from your lender and we will invoice you 14 days after receipt of payment.
- We must inform you that if your claim is successful, your product will be cancelled.

2. What WON'T Fair Justice Claims do for you?

- Guarantee to win a claim we accept and pursue.
- Give/offer you financial advice.
- Pursue a claim that in our opinion has no realistic chance of success, and we reserve the right to cancel this Agreement if we form this opinion.
- Tell you to accept an offer we consider insufficient or to reject an offer we consider adequate. We reserve the right to cancel this Agreement if you decide to accept an offer of compensation we consider insufficient or to reject an offer we deem to be adequate.
- Accept an offer of compensation on your behalf without your agreement.

3. What do we require you to do?

- Provide all relevant information we may request without delay, to enable us to pursue your claim efficiently.
- Provide us with clear instructions.
- Fully co-operate with us.
- Not to mislead us, provide false answers to questions or ask us to act in an improper or unreasonable way.
- Contact us immediately if you receive payment from the bank account provider.
- To provide us with the authority for the duration of the contract

4. What Fair Justice Claims WILL do for you

- Pursue your claim.
- Enter into correspondence and negotiations on your behalf.
- If the financier of the cheque makes it payable to you and sends you the cheque we require you to pay our invoice in accordance with clause 5.

5. Cancelling this Agreement

- We can cancel this Agreement at any time. There will be no fee payable if we tell you your claim is unlikely to succeed and you have fulfilled your obligations (as laid out in section 3 of this agreement). You are free to shop around and there will be no fees payable if you cancel before an offer of compensation is made.
- You have the right to terminate this agreement at any time by giving notice, using the cancellation form enclosed within the client pack. Any cancellation must be made by way of a cancellation notice or by a clear statement to us. If you have received an acceptance of liability or an offer of compensation which is in accordance with the Financial Conduct Authority, Financial Services Compensation Scheme and Financial Ombudsman Service guidance the full fee as stated in clause 5 is due.

6. Complaints Procedure

- Should you have a complaint you can contact us by writing Fair Justice Claims at 1 Charlesville Place, Neath, SA11 1PY, by phoning us on 01639 617 276 or by sending an email to compliance@fairjusticeclaims.co.uk. Full details of our complaints handling procedure can be viewed on our website: <https://www.fairjusticeclaims.co.uk/complaints-procedure/>.

7. Data Protection

- We will hold, control and process your personal information in accordance with the Data Protection Act 2018. By providing your personal information to us, you explicitly authorise us to process the information for the purpose set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act/GDPR). We will use the personal information you provide to assess your claim and carry out our duties in accordance to this Agreement. We may share your personal information with other companies if necessary during the process of your claim for compensation, or any financial matters we believe may be of assistance to you.

8. Other important information

- You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate for your claim for compensation. In particular you have the right to shop around and you should be aware of the services provided by the Financial Ombudsman Service. You should also consider whether you have alternative mechanisms for pursuing a claim, for example, legal expenses insurance.

9. Our Fees

- If we do not succeed in obtaining compensation, you pay us nothing.
- If you are successful, and recover compensation, we will charge you as follows: 33% Plus VAT (39.6% in total) of the value of each successful claim (if more than one).

Example of our fee:

Example A: Total compensation is "cash in hand".		Example B: Total Compensation includes both "cash in hand" and loan reduction.		Example C: Total compensation is used to offset arrears owed by customer to their lender.	
Total Compensation awarded to customer	£1000	Total Compensation awarded to customer	£3000	Total Compensation awarded to customer	£10000
Loan reduced by bank	£0	Loan reduced by bank	£1000	Loan reduced by bank	£10000
Of which money received by customer	£1000	Of which money received by customer	£2000	Of which money received by customer	£0
Fee charged by firm at 33% + VAT	£396	Fee charged by firm at 33% + VAT	£1188	Fee charged by firm at 33% + VAT	£3960
Customer Pays Firm	£396	Customer Pays Firm	£1188	Customer Pays Firm	£3960

Note: Total compensation means the actual amount of compensation awarded to you for each successful claim before we deduct our fees.

Payment of Invoice

We will invoice you when we receive an offer of settlement that is correct in accordance with Financial Conduct Authority, Financial Ombudsman Services and Financial Services Compensation Scheme guidelines on compensation. Payment is due on receipt of funds. Payment is sent to you direct and you must pay our invoice with receipt of payment. Payment can be made by BACS, cheque or by card or by calling Fair Justice Claims on 01639 617283.

10. Terms and Conditions

These terms and conditions are accurate as of 03 September 2019.

I/We have read the letter of authority and the terms of engagement and agree to be bound by their contents. A copy of the terms of engagement can be found on the reverse of the letter of authority. Please keep this letter safe, as this is your contract between you and us.