

Condition Fee Agreement

Client Ref:



1. Meaning

- 1.1 "Us" / "We" / "Our" means Sanderson Drake Limited.
- 1.2 "You" / "Your" means the Applicant.
- 1.3 "Applicant" means the person stated in Authority To Proceed.
- 1.4 "Authority To Proceed" (LOA) is a document required by the Lender.
- 1.5 "Lender" means the company which the finance was taken with.
- 1.6 "Claim" and "STL" means the presentation by Us against a Lender against Short Term Lending Claims.
- 1.7 "Redress" and "Compensation" means any financial benefit offered by the Lender as a result of a Claim which may include a (a) Cash Benefit, (b) Reduction of balance or (c) Combination.
- 1.8 "Fee" means sum payable to Us as per Clause 6.
- 1.9 "CFA" means these Terms & Conditions Version 0220.
- 2.0 "Cooling Off Period" means you can cancel your claim within 14 days after you instruct our services at no charge.
- 2.1 "Breach Of Contract" means where the CFA has not been adhered to.
- 2.2 "Debt Collection Fees" means additional fees as outlined in Clause 8

2. Legal Status of this Conditional Fee Agreement

- 2.1 Should you require any assistance in understanding our terms, please contact us before signing this legally binding contract.
- 2.2 You are able to complain directly to your lender with the ability to refer your claim to the Financial Ombudsman Service or Financial Services Compensation Scheme at no cost or the court should you choose.

3. Your Agreement that We represent you solely

- 3.1 By accepting our CFA, you agree that We are solely appointed to review and to pursue the STL Claims outlined within the enclosed 'Instruction Form' unless you exercise your right to cancel. (Clause 8)

4. What we shall do

- 4.1 We shall present a Claim pursuant to Clause 3.
- 4.2 We shall communicate with You by email / SMS / post & telephone.
- 4.3 We will provide you with our advice as to whether an offer is of an acceptable figure based on the merits of the claim and where required further pursue a claim with the FOS or FSCS.

5. Your Obligations

- 5.1 Provide Us where possible prompt details of your financial situation including any identification, bank statements or statement of truth required.
- 5.2 Notify Us of any change of contact information within 7 days.
- 5.3 Notify Us and provide Us within 5 working days any Final Response, Offer or Redress made by your Lender.
- 5.4 Where a Final Response or Offer is made, you must contact Us within 5 working days to discuss the outcome.
- 5.5 You must contact Us prior to accepting an Offer or Final Response.
- 5.6 Must respond to requests of additional information within a reasonable timescale (14 days unless agreed).
- 5.7 Where a Lender provides: (a) Redress of Cash Benefit you must pay Us the Fee within 7 days issue. (b) A full reduction with no cash benefit, you must arrange a Payment Plan within 7 days of Redress offered.
- 5.8 Where You fail to contact us within 5 working days of an offer, an Invoice will be raised, payable within 7 days of offer.
- 5.9 Advise us at the time of instruction of any previous claim made to prevent cancellation which may lead to a fee being payable as per Clause 3.1 & 8.

6. Our Fees

- 6.1 If We deem Your Claim unsuccessful You do not owe the Fee.
- 6.2 Our Fee for Claims is 36% inclusive of VAT of the total Redress.
- 6.3 Our Fee must be paid to Us within the agreed timescales as shown;
(a) Cash Benefit within 7 days. (b) Full Reduction of debt which requires a payment plan must be set up within 7 days of offer.
Please refer to 'Claim Fees Example' for examples.

Debt Collection Fees:

- 6.4 Where Our Fee remains unpaid, we reserve the right to charge Debt Collection Fees including: (a) Arrears Fees: (£20) (b) Legal Fees: (uncapped), Court Fees: (£500), Warrant Fee (£77) High Court Writ (£66), Attachment Of Earnings (£110), Track and Trace Fees (£171), any additional fees as a result of debt collection including 8% interest.

7. Cancellation Rights

- 7.1 You may cancel by any reasonable means.
To cancel your claim(s), you can call us by [Phone: 01554 575000](tel:01554575000) by [Email: cancellation@sanderson-drake.co.uk](mailto:cancellation@sanderson-drake.co.uk) or by returning the slip overleaf or in Writing: Bres House, Bres Road, Llanelli, SA15 1UA

Please note should you cancel your claim outside of your 14 day cooling off period, we reserve the right to make reasonable charge.

Fees Example	A	B	C
Refund Type	Cash	Part Cash, Reduction	Full Reduction
Total Compensation	£1000.00	£1000.00	£1000.00
Cash	£1000.00	£500.00	£0.00
Reduction		£500.00	£1000.00
Fee @ 30%	£300.00	£300.00	£300.00
VAT @ 20%	£60.00	£60.00	£60.00
Total Fee	£360.00	£360.00	£360.00
Consumer	Receives £640.00	Receives £140.00	Pays £360.00

** Where a Full Reduction of balance is made, our fee will require payment which may require you to find an alternative payment source.*

Please see Key Facts for further fee examples

8. Cancellation Fees

- 8.1 We reserve the right to charge a reasonable fee per Claim where your claim is cancelled outside of your 'Cooling Off Period' (Clause 7.1).
- 8.2 Any and all Claims may be cancelled with a Cancellation Fee payable as a result of Breach Of Contract; (a) Clause 3 (Sole Instruction), (b) Clause 5 (Your Obligations) & Clause 6 (Our Fees), (c) following any of the following towards Us our employees; (d) Abuse (e) Malicious Communication inc; Liable or Slander (f) Threatening behaviour.
- 8.3 A Cancellation Fee is based on the stage of which your Claim falls;
(1) Within 14 day cooling off period - No Charge
(2) Initial Audit & Request For Information - Up to £100.00 + VAT
(3) Letter Of Complaint - Up to £200.00 + VAT
(4) Claim Processing - Up to £250.00 + VAT
(5) Lender Offer Received - 36% of the Offer Award
(6) Appeal / Financial Ombudsman - Up to £500.00 + VAT
(7) FOS Offer Received - 36% of the FOS Offer Award
- 8.4 Where a Claim is cancelled with a Fee payable, you agree:
a) To pay Us within 14 days.

9. Complaints

- 9.1 If are unhappy with our service or wish to raise a complaint, please refer to our Complaints Handling Procedures enclosed.

To raise a complaint please contact us via;

Phone: 01554 575000
Email: complaints@sanderson-drake.co.uk
Writing: Bres House, Bres Road, Llanelli, SA15 1UA

10. Governing Law

- 10.1 This agreement is subject to the laws and exclusive jurisdiction of England and Wales.

11. Communications

By instructing us to process your claims, you are providing us with further instruction and agreement that we may contact you through various methods we use when processing a claim.

Should you wish to opt out, please contact us by any reasonable means. Please note that where a claim is on-going, or an invoice raised, we reserve the right to contact you.

Declaration & Acceptance:

I confirm that I have received and am aware that I am entering into this legally binding Conditional Fee Agreement as outlined above with Version: V 0220.

I am also aware that I may contact Sanderson Drake should I not understand any points within this document and provide authority for Sanderson Drake to contact myself via email, text message, telephone and by letter.

Signed: _____

Dated: _____