



## LENDER & COURT SERVICES

Civil Mediation Specialists

# Terms and Conditions: County Court Judgement Services

**TERMS AND CONDITIONS OF LENDER & COURT SERVICES LTD (CCJ REMOVAL SERVICE) HEREINAFTER REFERRED TO AS "LCS LTD" COMPANY FIXED FEE SERVICES.**

### 1. LCS LTD CCJ Removal Fixed Fee Services.

**This agreement starts once you have paid for the service this payment is non-refundable our fees are detailed in the Formal Instruction and Fee Agreement.**

We also require the following documentation, which accompanied these terms and conditions:

- **Completed Application**
- **Signed form of Authority for Claimant;**
- **Signed Formal Instruction and Fee Acceptance Agreement**
- **Any recent letters or documents from your CCJ Claimant or their legal representatives. Which accompanied with our fees must be returned to us for us to act on your behalf and undertake any work.**

### 2. The Service

2.1. We will consider the documentation and information which you have forwarded to us. If you have instructed us to do so before any Court Hearing regarding your CCJ Issue. We will use the information you have provided to us to contact your Claimant to try and agree a consent order for the set-aside of your CCJ Issue and avoid court. This does not change the level of fees we charge, and we do this to avoid you the need to attend court and reduce the court fees you pay.

2.2. You give us authority to negotiate with your Claimant to settle your Issue within a reasonable time and to attempt to avoid the need for you to attend court. You agree that prior to us contacting your Claimant you will pay the required fee, and should court be avoided our fees remain the same.

2.3. If it is necessary for you to attend court, we can (if required) instruct suitable legal assistance and instruct them to assist you in court once you have paid the required additional fee. There is no fee reduction if the case does not go to court, as per 2.1 and 2.2

We also require you to:

2.4 Submit to the court all forms and pay all court fees which the court require in order for you to secure and attend any hearing;

2.5. We will provide our services with reasonable skill and care.

2.6 You accept that there is **no guarantee** that we will be able to reach a settlement with your Claimant or that we can set-aside your CCJ or avoid the need to attend court.

2.7 Please be aware that, should it appear to us at any stage in the proceedings, that your case has little or no prospect of success, we reserve the right to terminate our retainer forthwith.

**2.8 Please note that, for the avoidance of doubt, our fees are not refundable under any circumstances once the work has started.**

### **3. Your Responsibilities**

To help us provide the services to you, you:

3.1. Agree to give us any documents and information we ask for as soon as possible.

3.2. Agree to make all payments due to us when we ask for them.

3.3. Agree to allow us to use the fee we have collected from you to pay your legal representative if representation is required.

3.3 You agree that our fee will not be reduced if we avoid court and do not need to send a representative to court on your behalf.

3.4. Must not give us information or documents which are misleading or incorrect.

3.5. Must co-operate fully with all reasonable requests we may make including you providing evidence as a witness if necessary and attending court.

3.6. Agree not to contact your Claimant, unless we agree that it is necessary.

3.7. You must let us know immediately if there are any matters, circumstances or events which will affect our ability to provide the services or any offer which we have made on your behalf.

### **4. Contacting you**

4.1. We will contact you by post and or email at the address you provided in the forms you returned to us, or by telephone or SMS. If your contact details change, please tell us immediately.

4.2. We will normally contact you between 9am and 5pm Monday to Friday, unless we need to contact you urgently.

### **5. Our Fees**

5.1. You authorise us to charge your credit or debit card if you have provided the information to us. Otherwise we will require cleared funds for the full fee before we can proceed by bank transfer.

5.3. In our absolute discretion, we can reduce or spread our fee dependant on your circumstances.

5.4 You agree that our fee will not be reduced if we avoid court and do not need to send a representative to court on your behalf.

## **6. What happens if this agreement is cancelled?**

6.1. If we have to end the agreement because you have broken this agreement, then we will be entitled to recover such charges as reasonably reflect the work done.

## **7. Complaints**

7.1. We aim to provide you with a service to set-aside your CCJ in line with these terms and conditions. However, if at any time you want to make a complaint about any part of the advice or service we have provided, please contact Mr Luke Memory, Director at the address set out at paragraph 16.

7.2. We will look into any matter carefully and as soon as we can, and we will do all we can to settle your complaint in a way you are satisfied with.

## **8. Data Protection Act 1998**

8.1. When we provide the services to you, we will ask you for information about your personal and financial situation. We may gather some of this information from other people or organisations.

8.2. The information that we gather about your personal and financial situation may be classed as "personal data" or "sensitive personal data" under the Data Protection Act 1998.

8.3. By returning the signed declarations and information as referred to in paragraph 1, you give us permission to:

8.4. Process your information (whether this means gathering, recording or holding it) in whatever way is necessary to enable us to carry out your instructions;

8.5. Disclose such information to such advisers including legal representatives or other organisations as we believe is necessary to enable us to provide the services. For example, we may have to disclose such data to your Claimant.

8.6. Hold your information in our files for as long as is necessary to provide the services or in line with our policies (which currently say that we must hold files for six years), whichever is longer; and

8.7. Let you know by e mail, SMS, post or phone about any goods or services which we feel you may be interested in, unless you have told us that you do not want to receive this information. We will use our knowledge of your personal and financial situation to judge what might suit you best. You can change your mind about us contacting you for these reasons at any time by contacting us at the address as set out in paragraph 16.

8.8. If you ask us in writing, we will, (for a fee of no more than the maximum fee set out in the Data Protection Act 1998), provide details of the information we hold about you. You agree to tell us if any of the details are incomplete, inaccurate or out of date;

## **9. Confidentiality & Privacy Policy**

9.1. Unless we deem it necessary as referred to above or where you have given us permission, we shall not, without your prior written permission, disclose any confidential information about your personal or financial situation to other people or organisations, except:

- those of our employees, agents and subcontractors who need to know to help provide the services to you; and
- And other professional advisers who we may need to consult about our work.

However, we can share it without your permission if the information is already available to the public, or unless we must do so in line with the law, or an order from the court with the relevant authority, HM Revenue & Customs or any other government or regulator.

9.2. We shall make sure that all employees, agents, subcontractors and professional advisers know that they must keep to the requirements of confidentiality that we have a duty to meet.

9.3. All the information and advice we provide to you (whether in writing or spoken) is for your use only and shall not, without our prior written agreement, be disclosed or made available to any other person or organisation. However, you can share it without our permission if the information is already available to the public, or unless you must do so in line with the law, or an order from the court with the relevant authority, HM Revenue & Customs or any other government or regulator.

9.4. All the information we gather and hold as a result of our providing our services to you, (whether electronically or in paper form), is our property. We will treat it as confidential information and hold it in line with our policies and procedures.

9.5. However, you (or someone you choose to represent you), may inspect all or any of this information at any time during our normal business hours at our normal place of business as long as you give us reasonable notice.

9.6 We do not store credit card details, nor do we share customer details with any third parties.

## **10. Exclusion of Liability**

10.1. We shall have no legal responsibility to you for any unforeseeable loss, damage or expense incurred by you as a result of us breaking this agreement. Losses are foreseeable where they could be contemplated by you and us at the start of this agreement. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

10.2. Whilst every care is taken in providing the services to you, you understand and acknowledge that we shall not have any liability to you as a result of any failure to set-aside your CCJ with your Claimant or avoid court unless this is proved to be as a result of our negligence or failure to exercise reasonable skill and care.

10.3. Nothing in these terms and conditions shall exclude or restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.

10.4. If the supply of the services is adversely affected by or prevented or delayed by any act or omission of you, your agents or advisers we shall not be liable for any costs, charges or other losses sustained or incurred by you or for any failure in negotiating the set-aside of your CCJ or avoiding court arising directly or indirectly from such prevention or delay.

10.5. If we represent you at court we shall have no legal responsibility for the conduct of the court or the Judge and do not indemnify you against any order given by the Judge or procedural errors made either by the court or by the Judge that is incorrect in law.

10.6. Regarding clause 10.5. Should a further court hearing be required with the District Judge you will be liable for any additional court fees and will be required to cover the cost of additional Representative fees and any further fees required by us to prepare for that hearing.

#### **11. Consumer Protection (Distance Selling) Regulations 2000 (“DSR Regulations”)**

11.1. If you are a consumer (that is you are not a person instructing us for the purpose of your business) and you have not given your instructions to us at a face to face meeting, the DSR Regulations apply to this agreement.

11.2. In line with the DSR Regulations you have the right to cancel the agreement without charge by giving notice in accordance with paragraph 16 within seven working days of the start of this agreement.

11.3. By returning the signed Instruction letter, you agree that we may start the services before the end of the cancellation period referred to in clause 11.2 above. If we start the services early, then your cancellation rights will end as soon as we start the services.

11.4. By returning the signed Instruction letter you are also agreeing that due to the nature of the services we may be unable to complete the agreement within the maximum period of 30 days as set out in the DSR Regulations.

#### **12. Changing these terms and conditions and ending the agreement**

12.1. We can change or replace any of these terms and conditions by giving you not less than 14 days’ notice. However, if you do not agree the change, you may end the agreement by giving us not less than 7 days’ notice.

12.2. You can end the agreement by giving us at least 14 days written notice at any time.

12.3. We can end this agreement by giving you 14 days written notice at any time.

12.5. If this agreement ends it will not affect our obligations to you or your obligations to us that arose before it ended.

#### **13. Rights of people or organisations who are not part of this agreement**

13.1. Nothing in this agreement benefits or is meant to benefit anyone other than you or us or anyone to whom we may transfer this agreement. Therefore, no one who is not a part of this agreement other than anyone to whom we may transfer this agreement will be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce this agreement or any part of it. Any amendments to this agreement which we may agree between us will still apply even after we transfer this agreement and the consent of any other organisation is not required to any amendments.

13.2. You agree that where there are two or more of you as clients to whom we provide the services, that we can accept instructions from any one of you on all of your behalves. You further agree that we may recover any unpaid fees from any one or more of you and do not need to recover any unpaid fees equally between you or in the proportion in which the CCJ is registered.

#### **14. Whole agreement**

To protect your interests, please read these terms and conditions carefully before signing the engagement letter as we intend to rely on the written terms set out in this agreement. If you

are uncertain as to your rights and if you want an explanation about any of these terms, please contact Mr Luke Memory, Director at the address set out in paragraph 16.

#### **15. Circumstances outside of our control**

We cannot be held responsible to you under this agreement if we are prevented from, or delayed, in carrying out our responsibilities or our business as a result of any acts, events, omissions or accidents outside our reasonable control. This includes (but is not limited to):

- strikes, lock-outs or other industrial disputes (whether they involve our workforce or anyone else);
- a utility service or transport network failing;
- natural disasters;
- war;
- riots;
- malicious damage;
- a duty to keep to any law or governmental order, rule, regulation or direction;
- accidents,
- equipment or machinery breaking down;
- fire, flood or storms; or
- Suppliers or sub-contractors failing to keep to their responsibilities.

#### **16. Cancellation**

16.1. Whenever you need to give us notice of cancellation or contact us, you should do so in writing. **You should send your letter by recorded delivery, or deliver it in person, to: Lender & Court Services Ltd, Paul House, Stockport Road, Timperley, Altrincham, WA15 7UQ** Please refer to section 11 of these terms and conditions.

16.3. Whenever we need to give you notice or contact you, we will write to you at the address you gave us in the letter of authority (or any other address you gave us for this purpose) and deliver the letter in person or send it by prepaid first-class post or recorded delivery. Or, we may send it by fax. We may also contact you in line with paragraph

#### **17. Applicable Law**

17.1. English law will apply to this agreement.

17.2. If you are not happy with the way we deal with any complaint and you want to take us to court, you must do so within England and Wales.

17.3. In addition to the above, we and any of our directors or employees may take all steps which are necessary in order to comply with the professional or ethical rules of any relevant professional body of which we or any of our directors or employees is, at the time, a member.