

This Agreement is a binding legal contract between you and Lender & Court Services Ltd. Please read everything carefully. This agreement is drafted in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. These regulations impose requirements to provide information and to make available a means of cancelling the contract to consumers. It is important that you take time to read through this agreement prior to confirming that you agree to the proposed terms in conjunction with Terms & Conditions set out below and Schedule 1 at the end of this agreement:

Terms & Conditions

1. We are Lender & Court Services Ltd, Paul House, Stockport Road, Timperley, Altrincham, Cheshire WA15 7UQ. A private Limited company registered in England & Wales, Registration Number 09430665. This agreement starts once you have signed our Form of Authority for Claimant and Fee Acceptance Agreement

We also require the following:

- Completed Full Application
- Any recent letters or documents regarding your CCJ or from the claimant or their legal representatives.
- Payment of our fee must be paid to us for us to start any work.

2. The Service

2.1. We provide a fixed fee service to attempt to agree a consent order so that your CCJ may be removed from the public register. Our fixed fee for this service is £499 and the additional court fee, payable directly to the court is £108. We provide a mediation service, and our service is VAT Exempt. If your case becomes more complex and or we need to instruct Barristers or Solicitors, we will inform you of the additional charges prior to providing any further services or referring you to a firm of Barristers or Solicitors.

2.2 We will consider the documentation and information which you have provided to us. We will use the information you have provided to us to contact your claimant to try and mediate the terms of a consent order for the set-aside (Removal) of your CCJ.

2.3 You give us authority to mediate with your claimant and attempt to agree the terms of the consent order within a reasonable time. You agree that prior to us contacting your claimant you will pay the required fee as per 2.1

2.4 If it is necessary for you to attend court, we can (if required) instruct a Barrister or Solicitors Firm to assist you further with your case once you have paid any additional fees.

We also require you to:

- Submit to the court all forms and pay all court fees which the court require for the court to process your case.
- We will provide our services with reasonable skill and care.
- You accept that there is **no guarantee** that we will be able to reach an agreement with your Claimant or that your CCJ will be set-aside.
- 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 agreement forthwith.

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, or your Barrister or Solicitors as and when we ask for them.

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

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

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

3.6. 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.

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 Schedule 1. We will investigate any complaint 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.

7.2 We are a Paralegal business, and we are not entitled to practise the same way as a firm of solicitors. We can provide you with legal assistance as a "Litigation Friend" and we are Licensed to instruct barristers to attend court. We can assist you and guide you through the court process and help you to complete court documents. As such, The Legal Ombudsman cannot adjudicate on any complaint against us because we are not regulated by anyone or covered by their scheme.

8. General Data Protection Rules (GDPR) Data Protection Act 2018

8.1. When we provide the services to you, we will ask you for personal information. We may gather some of this information from you and from other people or organisations, such as the court and the claimant. We process this to carry out your instructions. (Lawfulness, fairness and transparency)

8.2. The information that we gather about your personal situation may be classed as "personal data" under the Data Protection Act 2018. We use this information for the specified, explicit, and legitimate purposes to carry out your instructions and not further processed in a manner that is incompatible with those purposes. (Purpose limitation) We will keep that data that we collect to a minimum and limited to what is necessary. (Data minimisation). Every reasonable step will be taken to ensure that personal data is accurate and kept up to date and any inaccuracies are rectified without delay. (Data accuracy)

8.3. By returning the signed form of authority and information as referred to in paragraph 1, you give us permission to process your data (whether this means gathering, recording, or holding it) in lawfully and transparent manner to enable us to carry out your instructions it will be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes. (Storage limitation)

8.5. Disclose such information to such people including barristers or solicitors 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.

8.8. If you ask us in writing, we will provide details of the information we hold about you this is commonly referred to as a Subject Access Request. There is no charge, and we have 28 days to reply with the information. 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 situation to other people or organisations, except:

- Our employees, agents barristers and solicitors 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 because 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. Your data will be processed in a manner that ensures the appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate measures. (Integrity and confidentiality)

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 if you give us reasonable notice.

10. Exclusion of Liability

10.1. We shall have no legal responsibility to you for any unforeseeable loss, damage or expense incurred by you because 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 because of any failure to set-aside your CCJ with your claimant 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 arising directly or indirectly from such prevention or delay.

10.5. If we instruct a barrister or solicitor to represent you at court, we shall have no 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 and any further work required to rectify this will be chargeable as per 10.6

10.6. Regarding clause 10.5. Should additional work and a further court hearing be required you will be liable for any costs and additional court fees and will be required to cover prior to any further work. Any additional charges will be explained prior to us undertaking any additional work you have no obligation to proceed further should you decide not to.

11. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

11.1. Where the client is natural person, the following provisions are included for the purposes of complying with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

11.2. This agreement is of an indeterminate duration and consequently it is not possible to set out the exact time by which the services will be fully performed. The time will exceed 30 days. As an estimated guide we aim to complete the work within a 6-month period.

11.3 Under the Consumer Contracts Regulations 2013 you have a right to cancel this agreement if you do so within the 14-day cooling off period. If you wish to cancel you must complete and return the attached form Schedule 1 at the end of this agreement within 14 days from the date you signed the authority for claimant.

11.4. By returning the signed authority for claimant, you agree that we may start the services before the end of the 14-day cancellation period referred to in clause 11.3 above. However, we are entitled to charge you for any service you have had the benefit of up to that point if you decide to cancel within the 14-day cooling off/cancellation period.

11.5. By returning the signed authority for claimant 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 Consumer Contracts Regulations 2013 as per 11.2 above and accept the more realistic timescale of 6 months.

12. 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 Schedule 1.

13. 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 because 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.
- Corona Virus (COVID) Lockdowns or similar
- 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.

14. Applicable Law

14.1 English law will apply to this agreement. 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.

14.2. In addition to the above, we and any of our directors or employees may take all steps which are necessary 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.

Schedule 1

Notice of the right to cancel

If you change your mind, we do offer a right to cancel. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire at the end of 14 days after the day on which the contract is entered into, also referred to as the conclusion of the contract

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) which should be sent to **Lender & Court Services Ltd, Paul House, Stockport Road, Timperley, Altrincham, WA15 7UQ** or by electronic mail to help@lendercourt.com. You may also use the attached cancellation form (see below), but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract

Tear off Slip:

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Cancellation Form

To: Lender & Court Services Ltd, Paul House, Stockport Road, Timperley, Altrincham, WA15 7UQ or by electronic mail to help@lendercourt.com

I hereby give notice that I cancel my contract for dated for the supply of CCJ Removal Services

Name of client (s),

Address of client (s),

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Signature of consumer(s) (only if this form is notified on paper),

Signature:

Date