

Hallbrook Partners Limited is authorised and regulated by the Financial Conduct Authority with reference number 837713 as a claims management company. You should be aware of time limits attached to your claim such as when you may run out of time to bring a claim (known as the 'limitation period'). You can also find answers to some frequently asked questions about our claim process in our service summary document. These Terms of Engagement form the legal agreement between us.

Definitions in this agreement

'Claim/Claims' means Your claim or claims against the Third Party relating to the mis-selling of a Financial Product or a breach of legislation relating to a Financial Product.

'Client Bank Account' – a separate bank account where client funds are deposited. This account is separate to Our main business account.

'Data Protection Legislation' means the Data Protection Act 2018 (DPA) and the UK General Data Protection Regulation (GDPR).

'Fee/s' means the charges payable by You as set out in these terms.

'Financial Products' means a personal contract plan (PCP), hire purchase (HP), car finance, high-cost short term credit, any other credit agreement (e.g. loan, credit card), undisclosed commission on a financial product and/or breaches of the Consumer Credit Act 1974 (as amended).

'Gross Redress' means the total amount of Redress offered before any tax is deducted, before our Fee is deducted or before any Redress is offset against debt or arrears.

'Letter of Authority' means the signed Letter of Authority which relates to any individual lender and/or account/s relating to Your Claim/Claims.

'Personal Data' means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier such as name, identification number, location data or an online identifier.

'Redress' means any sums paid, offered or awarded in respect of any Claim as a result of Our efforts. This includes benefits, redress, gestures of goodwill, ex gratia payments, refunds, discounts, any reduction in the loan outstanding or outstanding liabilities and/or any interest or capital recovered. Where such an offer is increased on appeal during the term of this agreement, then the higher amount shall be used in order to calculate the amount of the Redress.

'Services' means the work which We will undertake on your behalf in respect of your Claim set out in Clause 1.

'Third Party' means the financial institution and/or persons to whom the Letter of Authority in relation to a Claim is addressed such as a bank, broker, financial adviser or any other entity which sold the Financial Product or Service or gave the advice to You. 'Third Party' also includes the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

'Us', 'We' and 'Our' means Hallbrook Partners Limited.

'You' and 'Your' means the client(s) whose details are recorded on the Letter of Authority.

Clause 1 - What we will do for you:

1. We will review Your Claim and ask you a series of questions to enable Us to ascertain the basis and merits of Your Claim.
2. If You authorise Us to do so, We may carry out credit reference searches to help identify motor finance agreements relevant to Your Claim. These searches are not credit advice, credit broking or credit information services; are carried out for identification and administrative purposes only; and are intended not to affect Your credit score.
3. We will assess the likelihood of Your Claim being successful and provide Our advice on this.
4. If after We have reviewed Your Claim, We reasonably believe that it is unlikely to be successful or it is not in Your best interests to pursue a Claim We may decline to act for You.
5. If We accept Your Claim, We will confirm this to You and prepare a Letter of Claim, following which We will submit Your Claim to the relevant Third Party.
6. We will liaise with the Third Party and use reasonable endeavours to pursue Your Claim.

7. We will notify You promptly of any requests for additional information or documentation that the Third Party needs to investigate Your Claim.
8. We will update You within 10 working days when there are any material developments on Your Claim or when We receive any information which is for Your attention. Where there are no material developments, We will update You at least every 6 months in writing.
9. We will notify You in writing of any offers of Compensation made by the Third Party and (where possible) provide Our advice regarding whether the offer You have received is in line with the rules of the Financial Conduct Authority, the motor finance redress scheme or the principles used by the FOS or the FSCS (where relevant).
10. Where necessary and appropriate, We will seek Your instructions and agreement to refer Your Claim to the FOS or the FSCS (where relevant).
11. We do not provide legal, financial, or credit advice; decide whether compensation or redress is payable; decide how much compensation you may receive; or guarantee any outcome or timescale. All decisions are made by the lender, FOS, FSCS, or any relevant scheme administrator.
12. If you wish to consider pursuing your matter through the courts, we may, with your express consent, refer and transfer your file to a suitably qualified solicitor who can be appointed on similar success fee terms. We will receive a referral fee or share in any success fee from that firm. This arrangement will not affect the amount payable by you or the terms that would have been available had you instructed the solicitor directly.

Clause 2 - What you will need to do:

1. You must provide us with Your consent to apply Your signature to any and all Letters of Authority in respect of any Third Party and accounts identified from Our investigation into Your Claim/Claims.
2. You must appoint us as Your exclusive agent to handle this Claim. This means that You cannot appoint another person, including Yourself, or firm to act on Your behalf in respect of this Claim, unless You terminate this agreement with Us in accordance with Clause 4.
3. Provide Us with information which is truthful and accurate, to the best of Your knowledge and belief.
4. Such information may relate to Your financial circumstances, employment details, vehicle details, recollections of the sale of the product and where necessary, health information.
5. Provide copies of all documentation that are in Your possession and which relate to the Claim in a timely manner. Documentation which may be required are; suitability reports, finance agreements, bank statements, product documentation, proof of identity and residential documentation. This is not an exhaustive list.
6. Co-operate with Us at all times.
7. Respond promptly to requests by Us for further information, or documents and/or questionnaires that may be needed to progress Your Claim.
8. Notify Us promptly of any offer of Redress, rejection or other information or communication (including telephone calls) made by the Third Party.
9. Notify Us promptly upon becoming aware of any changes in Your circumstances or of any documents not provided to Us

which could affect the Claim. This includes, but is not limited to, any arrears, the issue of a default notice, a petition for a County Court Judgement or bankruptcy claim. In these circumstances, We reserve the right to terminate the agreement in accordance with Clause 5.

10. Pay our Fee due as a result of a successful Claim that results in Redress.

Clause 3 - Our Fees

- 1. If Your Claim is rejected by the Third Party, there will be no Fee. This is a No Win No Fee agreement.
- 2. If your Claim is successful, the total Fee is a percentage of your Gross Redress or the maximum amount listed in column (2), whichever is lower.

The reason for setting the amount of our Fees which includes; the risk that Your Claim in not successful, whereupon We will not recover any payment for the time spent by Us, the risk that the Third Party will raise unforeseen issues in responding to the Claim, the fact that the Third Party is well resourced and may contest Your Claim and the factual complexity of the Claim. The Fees We charge are in line with the FCA Fee Cap for Financial Product and Service Claims and represents fair price and value in accordance with the Consumer Duty.

1. Redress amount	2. Your Fee (+VAT)	3.Example Redress	4. Example Fee (inc VAT)
£1 - £1,499	30% up to a max of £420	£830	£298.80
£1,500 - £9,999	28% up to a max of £2,500	£1,500	£504
£10,000 - £24,999	25% up to a max of £5,000	£10,000	£3,000
£25,000 - £49,999	20% up to a max of £7,500	£25,000	£6,000
£50,000 +	15% up to a max of £10,000	£50,000	£9,000

The examples shown in columns (3) and (4) above are for illustration purposes only and are not to be taken as an estimate of the likely amounts to be recovered. The amount You receive may be more or less than these examples.

- 3. If you have arrears or outstanding liabilities on your finance then the Third Party may use the Redress to pay those before making any payment to You. In this case You will still be required to pay Our Fees.
- 4. In the event that you are or have previously been subject to a Trust Deed, IVA, Bankruptcy or Sequestration, You should be aware that the Redress received may be used to pay Your creditors. Our Fees may be met by the Bankruptcy or your appointed Insolvency Practitioner however, in the case that they are not, You will still be required to pay Our Fees.
- 5. You agree that the Third Party is to make payment of the Redress directly to Us and this will be paid into Our Client Account. We will deduct Our Fee and make payment of the balance to You within 2 business days of receipt by Us.
- 6. We may use the services of Modulr Finance Ltd FRN:900699 to assist in the distribution and/or collection of Redress and You agree to Your personal data being shared. Whilst using their services, client funds remain segregated.
- 7. If the Third Party makes payment of the Redress directly to You, You must notify Us promptly and We will send You an invoice for Our Fee.
- 8. This must be paid within 14 calendar days of receipt of either the Redress or our invoice (where the Redress is not paid directly to You).
- 9. Non payment of Our Fee could result in debt recovery action, court action, a CCJ or similar, which will negatively affect Your credit file.

- 10. We reserve the right to recover from you any reasonable costs incurred in collecting outstanding fees. This may include an administration fee of £15 to cover the costs of processing and managing a missed payment, together with simple (non-compounding) interest applied to the outstanding balance from the due date until payment is made in full.
- 11. We reserve the right to charge the full Fee on the basis of the offer of Redress being made if: (a) You reject an offer of Redress that is calculated in accordance with rules of the Financial Conduct Authority or the principles used by the FOS or the FSCS (where relevant); or (b) You reject any other reasonable offer of Redress which We recommend (acting reasonably) should be accepted by You.

Clause 4 - If you wish to terminate this agreement

- 1. You have the right to cancel this contract within 14 calendar days without giving any reason and You will have no liability to pay any fees. This cooling off period will expire after 14 calendar days from the day You sign and return this agreement.
 - 2. To exercise Your right to cancel, You must inform us of your decision to cancel this contract by a clear statement for example, a letter sent by post, fax or e-mail, by telephone or in person by visiting Our registered office. Contact details are given in Clause 9.
 - 3. You can cancel at any time after this initial 14 calendar day cooling off period and before an offer of Redress is made however, We reserve the right to apply a Fee to cover Our disbursements, cost and reasonable charge for the work undertaken in processing Your Claim to the stage We have reached when Our engagement was cancelled:
- | Stage | Fee |
|---------------------------|--------------------------------|
| Engagement Approved | £90.00 inc VAT |
| Lender Enquiries Underway | £150.00 inc VAT |
| Complaint Submitted | £210.00 inc VAT |
| Complaint Acknowledged | £240.00 inc VAT |
| Redress amount is known | Success Fee listed in Clause 3 |
- 4. However, if We are in breach of Our obligations under this agreement You can cancel this contract at any time without having to pay a Fee.

Clause 5 - If We wish to terminate this agreement

- 1. We can cancel this agreement by giving you 14 calendar days' notice in writing if any of the following events occur:
 - a. We become aware that Your Claim is unlikely to succeed;
 - b. You provide information which You knew to be false or misleading in support of Your Claim and this information is material to the success of Your Claim or as to whether We would have agreed to act for You;
 - c. You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services;
 - d. We become aware or suspect that the Claim is fraudulent or vexatious;
 - e. You breach a term of the agreement and You do not correct this breach within 14 calendar days of receiving written notification from Us detailing the breach and the action required to resolve the breach.
- 2. If We cancel this agreement due to any of the events detailed above (excluding a), We reserve the right to apply a Fee as detailed in Clause 4 above, to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of the cancellation for each Claim.

Clause 6 - Length of this agreement

1. The contract between Us and You will start on the date You sign and return this agreement to Us and, unless terminated earlier, will continue until:

a. Redress is recovered for You by Us and You have paid the Fees in respect of all Claims We are processing; or

b. Your Claim is rejected and either We notify You that there is no avenue of appeal remaining or any such avenue is, in Our reasonable opinion, unlikely to succeed.

2. This Contract applies to each Letter of Authority that is completed from the point that You sign these Terms and Conditions, including the date these Terms and Conditions were signed.

3. If the Claim to which a Letter of Authority relates is dealt with over more than one account then We will, for the avoidance of doubt, be entitled to charge you a Fee in accordance with Clause 3 in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.
- or destruction of or damage. This shall include without limitation appropriate encryption of and password protected access to all such Your Personal Data however stored.

d. Restrict access to Your Data only to employees or Third Parties who require to have it.

e. Retain your Data for no longer than necessary for the purpose for which we hold such data.

f. You can, at any time, request a copy of all information We hold relating to You by writing to Us. (This is a Subject Access Request under Data Protection Legislation.)
- You can view our Privacy Policy on our website www.hallbrook.claims

Clause 9 – Complaints

You can submit a complaint to Us in one of the following ways:

Write to Us: Hallbrook Partners Ltd, The Landmark, Tudor Square, West Bridgford, Nottingham NG2 6BT

By email: complaints@hallbrook.claims

By telephone: 0115 822 1850

We will send you a written acknowledgement with a copy of our complaints procedure promptly.

If We haven’t resolved Your complaint within 8 weeks of receipt or You are not satisfied with Our response You can refer it to Claims Management Ombudsman, whose contact details are: Exchange Tower, Harbour Exchange, London, E14 9SRG Tel: 0800 023 4567 www.financial-ombudsman.org.uk

If You believe We have breached our Data Protection Warranties, You have the right to make a complaint to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).

Clause 10 - Other important Terms

1. This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
2. We use a third-party funding facility to support the acquisition and administration of Motor Finance Complaints and We have agreed to share a proportion of Our success Fee with the funder.
3. If Your enquiry was referred to Us by a third party, We may also pay that party a marketing or referral fee.

Clause 7 – Waiver

1. From time to time We may decide not to apply certain conditions of these terms to some/all of Your claims. If We decide not to apply a condition of these terms to one of Your Claims, this does not mean that We cannot apply it to any of Your other Claims that We pursue on Your behalf arising from Your original instructions or otherwise.
2. If any provision of these Terms of Engagement is found by a court, regulator, or other competent authority to be unlawful, invalid, or unenforceable, that provision shall be severed from these Terms. The remaining provisions shall continue in full force and effect and shall not be affected or impaired as a result.

Clause 8 - Data Protection Warranties

1. We warrant and undertake, in respect of all your Data supplied, forwarded or otherwise made available to us for the purpose of pursuing Claims to:

a. Transfer and process Your Data in accordance with the Data Protection Legislation at all times.

b. Promptly cease using, erase (unless we are required to hold information for regulatory and/or legal obligations) or rectify any inaccuracies of Your Personal Data for marketing or any other purpose or any complaint if you request us to do so in writing.

c. Take appropriate technical and organisational measures to protect Your Data against unauthorised or unlawful processing and against accidental loss

I/We confirm that we have read and understood these Terms of Engagement and agree to be bound by the Terms contained herein.

Address:	Client1:	Signature1: Date:
	Client2:	Signature2: Date:

Hallbrook Partners Limited is a Claims Management Company (CMC). You can claim for free, without using a CMC, first to your finance provider and if rejected to the FOS. **The FCA has introduced a free to use Consumer Redress Scheme for motor finance.**



Hallbrook Partners Ltd have various registered trading styles including amongst others Hallbrook and Car Finance Claims, Hallbrook Partners Limited is authorised and regulated by the Financial Conduct Authority with reference number 837713 as a claims management company. You should be aware of time limits attached to your claim such as when you may run out of time to bring a claim (known as the ‘limitation period’). You can also find answers to some frequently asked questions about our claim process in our service summary document. These Terms of Engagement form the legal agreement between us.

Your Cancellation Rights

This page explains your right to cancel our agreement and any charges that may apply. It should be read together with the **Service Summary Factsheet, Declaration 1, Declaration 2** and **Terms of Engagement**.

Your Right to Cancel

You have the right to cancel your agreement with us **within 14 days** of the date you sign it.

If you cancel within this 14-day period:

- you will **not be charged any fee**; and
- you will not be required to pay for any work carried out.

To cancel, you can contact us using the details below.

Cancelling After 14 Days

If you cancel **after the 14-day cancellation period** and we have already started work on your complaint, you may be charged for work undertaken. We will only charge for the costs and disbursements incurred and a **reasonable charge for the work carried out** up to the point of cancellation.

Cancellation charges are based on the stage we have reached when our engagement was cancelled - **Our Engagement has been Approved:** £90.00 inc VAT, **Lender Enquiries are underway:** £150.00 inc VAT, **Your Complaint has been Submitted:** £210.00 inc VAT, **Your Complaint has been Acknowledged:** £240.00 inc VAT and where the **Redress amount is known:** our fee will be **capped at the maximum success fee** that would have applied if your claim had completed.

Cancelling After an Offer Is Made

If you cancel **after an offer of compensation or redress has been made** in relation to a complaint we submitted on your behalf, **our success fee would be payable**.

This applies whether:

- you accept the offer or not; and
- compensation is paid directly to you or used to reduce or offset a debt.

Important Information

- Cancelling your agreement does **not** prevent you from pursuing your complaint yourself or using another free option.
- You should **not appoint more than one representative** for the same complaint, as this may delay progress and may result in early termination of our engagement with charges for work already carried out.
- If compensation is used to reduce a debt, you may receive **£0 in cash**, but this still counts as compensation.

How to Cancel: You can cancel your agreement by contacting us:

Hallbrook Partners Limited t/a Car Finance Claims

The Landmark, Tudor Square
West Bridgford, Nottingham NG2 6BT

 **0115 822 1850**

 customercare@carfinanceclaims.com