

Service Summary Factsheet

Complaints to the respondent regulated Firm, The Financial Ombudsman Service (**FOS**) and the Financial Services Compensation Scheme (**FSCS**) are **FREE** services. To make a claim for compensation you are **not required** to use the services of a third party.

Our Services: We advise, investigate, and represent consumers who have an eligible reason to lodge complaints against respondent regulated firms, the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS). **All claims are carried out in-house by trained claims handlers and thus there will be no procurement of external legal, specialist or expert advice under this agreement.**

The Process: On receipt of your signed terms, letter of authority, copies of supporting documents and following the 14-day cooling off period we will begin reviewing your claim. We will complete a forms consultation and take a statement of dealings from you electronically to establish the circumstances at the time of advice. For more complex cases this will be over the telephone and take approximately 15-20 minutes.

Following your forms consultation, we will collate and review any evidence you have provided, or that we have been able to identify. This can take up to 3 months where external enquiries are required, following which a summary of our findings, your claim form and a witness statement will be completed and sent to you to read, verify and sign.

Once we have received the signed documents, these will be submitted and whilst we expect eligible claims will be processed within 6 months, this is only a guideline and claims can take much longer. We may receive information requests from the regulated firm, the FOS or FSCS and we will contact you to clarify any information required to ensure that your case progresses as smoothly as possible.

If your claim is initially submitted to a regulated firm and is rejected, we will advise you to escalate the claim to the FOS where appropriate.

We will keep you informed about the progress of your claim regularly throughout the process through telephone and written correspondence. We will always advise you if we receive an offer from the respondent, ombudsman, statutory compensation, or alternative dispute resolution scheme, and before any significant step such as submitting your claim.

Your Responsibilities: You will need to provide us with copies of all documents relevant to your claim. We will also ask you about your recollection of your dealings with the firm in order to build a good understanding of your potential claim. Where there is evidence of negligence and/or breach of statutory duty we will proceed upon your instruction to pursue the matter.

Cancellation Rights: By entering this agreement with us you have a right to cancel. You may cancel that agreement without any charge being made by us to you if this is done within 14 days of signing (i.e. the cooling off period).

The cancellation can be provided to us verbally, in writing, by email or by simply sending the cancellation form attached to our terms of business to our trading address in the freepost envelope provided.

If **you** wish to cancel the agreement after the 14-day cooling off period has expired but before we have reached a conclusion to your case and where we have worked on your case, we would be entitled to charge you by the hour for any work that we have undertaken. Our current hourly rate is £100 plus VAT.

Our Service Fees: We charge a fixed fee dependent upon the total amount of any compensation and interest awarded, please refer to the below illustrations.

Fee rates applicable to different amounts of compensation awarded					
Fee Band	Redress award Amount (£)	Ex Vat (%) Fee	Inc Vat (%) Fee	Ex Vat Fee Cap (£)	Inc Vat Fee Cap (£)
Band 0	claim rejected	0	0	0	0
Band 1	1-1,499	30	36	420	504
Band 2	1,500-9,999	28	33.6	2,500	3,000
Band 3	10,000-24,999	25	30	5,000	6,000
Band 4	25,000-49,999	20	24	7,500	9,000
Band 5	50,000 or above	15	18	10,000	12,000

Example compensation and applicable fee		
Redress Award (£)	Hallbrook fee Inc VAT (£)	Amount you receive (£)
claim rejected	0	0
1,200	432	768
9,000	*3,000	6,000
15,000	4,500	10,500
40,000	*9,000	31,000
100,000	*12,000	88,000

The above figures are for the cost illustrations purposes only and are not to be taken as an estimate of the amount likely to be recovered. The fees charged in practice may vary (i.e. be more than or less than the illustration) due to changes in the VAT rate, the amount of your award or if cancellation fees are applicable. *Illustrative fee was subject to the Fee cap applicable to the relevant fee Band

We believe that we provide a valuable service to our clients, but we would like to remind you of the following:

You are not required to appoint a third-party to represent a claim. You can submit your own claim for **free** by complaining to the firm, the statutory ombudsman or compensation scheme or by presenting the claim to alternative dispute resolution scheme if the respondent is a member of such.

We may pay a referral fee, circa £115, to authorised introducers if you were referred to us, this is paid by us and does not affect our charges to you in any way.

If you have outstanding liabilities with the respondent, are subject to or soon to be subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement. Any damages, compensation or settlement monies might, in certain circumstances, be off-set.

against your outstanding debts; and where necessary you may need to pay our fees from your own funds. If your claim relates to a Pension, there are circumstances where our fee may become payable before you have access to your pension and you may need to pay our fees from your own funds. **[Please contact us if you believe any of these circumstances apply to your claim, if you are unsure then it is advisable to check]**

If you are unhappy about the service you receive from our firm at any stage, please allow us an opportunity to resolve the matter by bringing it to our attention in writing, by telephone or any other form. In the event you remain unhappy with our response, we have included a copy of our complaints procedure which informs you how to refer the matter to our Ombudsman.

Please Note: Calls to our office are recorded for training and monitoring purposes

Terms of Engagement – available in a larger font upon request

About us

Car Finance Claims is a trading name of Hallbrook Partners Limited, a company registered in England and Wales with company number 06726713. Our trading address (where you can contact us) is Landmark Business Centre, Davies Road, West Bridgford, Nottingham, NG2 6BT. Our telephone number is: **0115 822 1850**, email: info@hallbrook.claims, website: www.hallbrook.claims

Our registered office is The Old Drill Hall, 10 Arnot Hill Road Arnold, Nottinghamshire NG5 6LJ and we are registered for VAT (989308168). Hallbrook Partners Limited is authorised and regulated by the Financial Conduct Authority (FRN837713) as a Claims Management Company.

Terms of Engagement

1. Definition & Interpretation.

Unless the context otherwise requires the following words and phrases shall have the meaning set out below:-

- a. **“Claim”** means the Claim for the negligent mis-selling of a Product whether individual or collective to the Firm pursued by Hallbrook Partners Limited on behalf of the Client.
- b. **“Client”** means the person(s) for whom Hallbrook Partners Limited has been instructed to provide the Services for.
- c. **“Fee”** means the fees agreed by the Client in clause 13 of this agreement for the Services
- d. **“Firm”** includes without limitation the FCA authorised and regulated; bank, building society, insurer, broker, financial advisor, firm, provider or any other organisation responsible for the sale of the regulated product.
- e. **“FSCS”** means the body administering the Financial Services Compensation Scheme and its replacement from time to time.
- f. **“FOS”** means the body The Financial Ombudsman Service and its replacement from time to time.
- g. **“Hallbrook Partners and Car Finance Claims”** means Hallbrook Partners limited (Company No:6726713) whose registered office is at The Old Drill Hall, 10 Arnot Hill Road, Arnold, Nottinghamshire, NG5 6LJ and is authorised and regulated by the Financial Conduct Authority (FRN837713)
- h. **“Product”** means any investment or any regulated financial services product or service
- i. **“Services”** means the provision of advice, investigation and/or representation of a potential Claim for any losses sustained by the Client in respect of mis-selling of the Product by the Firm.
- j. **“Termination Date”** means the effective date of termination of the Services in accordance with clause 7
- k. **“Terms”** means these terms and conditions unless otherwise indicated.
- l. **“VAT”** means the actual rate of VAT payable on any sums due hereunder as determined from time to time by HMRC. Hallbrook Partners Limited VAT registration number is 989308168.

References to the masculine gender shall be deemed to include the feminine and vice versa and the singular includes the plural and vice versa. The headings in these Terms are for convenience only and shall not affect their interpretation. References to any statute or statutory provision include a reference to the statute or statutory provision as from time to time amended extended or re-enacted (this means that we refer to law or rules in these terms that may change and, if they do, those changes will apply to this agreement). Where there are two or more individuals identified as the Client the obligations and liabilities pursuant to this agreement shall be joint and several

2. Appointment

- a. In consideration of the Fee Hallbrook Partners will provide their Services in accordance with these Terms and is without prejudice to the Client's cancellation rights set out herein.
- b. For the avoidance of doubt the performance of the Services shall not include the provision of any legal or financial advice and the Client hereby acknowledges it is up to the Client to obtain independent financial and, where necessary, legal advice from suitably qualified persons in relation to such issues.

3. Rights and obligations of the Client

The Client by completing and signing the Letter of Authority gives Hallbrook Partners full, exclusive authority to deal with the Firm and/or FOS/FSCS on the Client's behalf and to obtain other relevant information from whatever source as necessary and

- a. will use reasonable endeavours to deal promptly with every reasonable request by Hallbrook Partners for authority, information documents and further instruction that Hallbrook Partners may from time to time require;
- b. use reasonable endeavours to promptly inform Hallbrook Partners of any matters that the client is aware of and that may affect the Claim;
- c. will pay the Fee due to Hallbrook Partners in accordance with Clause 6 or 7 as applicable;
- d. will in connection with any Claim promptly give notice Hallbrook Partners in writing of any acceptance of any offer of redress made by the Firm, FOS or FSCS; or acceptance of any offer or receipt of any redress from the Firm or FSCS during the term of this agreement. Such notification shall include the amount of redress and the date of payment (or if payment is yet to be made) then Client shall procure such details are verified by the Firm, FOS or FSCS;
- e. hereby acknowledges and confirms all information supplied to Hallbrook Partners is true accurate and not misleading and repeats this representation each time information is supplied to Hallbrook Partners by the Client.
- f. Undertakes that the Client has not currently engaged the services of another claims management company and/or legal service provider in relation to the Claim

4. Rights and Obligations of Hallbrook Partners

We will:-

Hallbrook Partners Ltd, Landmark Business Centre, Davies Rd, West Bridgford, Nottingham, NG2 6BT our registered office is: C/O Atkinson Evans, The Old Drill Hall, 10 Arnot Hill Road, Arnold, Nottingham, NG5 6LJ. Registered in England and Wales reg No: 6726713. Authorised and regulated by the Financial Conduct Authority (FRN837713) as a Claims Management Company

- a. only undertake Claims where in the reasonable opinion of Hallbrook Partners there is a valid case;
- b. use reasonable skill and care in the performance of the Services;
- c. use reasonable endeavors to promptly notify the Client if the Claim is not to be pursued;
- d. provide you with periodic updates about your Claim by email, telephone or post on, at least, a quarterly basis;
- e. use reasonable endeavors to promptly notify the Client of the outcome of the Claim;
- f. preserve confidentiality save as expressly or by necessary implication authorised to the contrary;
- g. deal with all complaints in accordance with its published complaints handling procedure. Details of how to complain are available at our website www.hallbrook.claims and a copy accompanies these terms.
- h. complaints can be addressed to Claire Brooksby, Hallbrook Partners Ltd, Landmark Business Centre, Davies Rd, West Bridgford, Nottingham, NG2 6BT. complaints@hallbrook.claims or Telephone 0115 822 1850
- i. treat all personal information as private and confidential except where Hallbrook Partners are required to disclose either in relation to pursuing the Claim or providing the Services or by law. The Client has the right of access under General Data Protection Regulation to their personal records held by Hallbrook Partners. Our privacy policy is published on our website www.hallbrook.claims and www.carfinanceclaims.com or can be provided on request:

5. Exclusions

Hallbrook Partners shall have no liability to the Client:-

- a. for any loss, damage, costs, expenses or other Claims arising from any information supplied by the Client which is incomplete, incorrect, inaccurate, illegal, in the wrong form or arising from late arrival, non-arrival or any other fault of the Client;
- b. or be deemed to be in breach of these Terms by reason of any delay in the performing, or failure to perform any of the Services if that delay or failure was due to any cause beyond Hallbrook Partners' reasonable control or by reason of the Client's delay in providing instructions in full or in part.
- c. for any loss or damage to any original documentation supplied to Hallbrook Partners by the Client; The client should only supply Hallbrook Partners with copy documents.

6. Payment

- a. the Fee shall become due upon the acceptance by the Client of an offer of redress made by the Firm or FSCS to the Client in respect of the Claim. Other reasonable fees may become due in the event of a cancellation of this agreement by the Client as set out in Clause 7.
- b. from the date of payment specified in the confirmation of payment by the Firm or FSCS or by any other means Hallbrook Partners shall be entitled to invoice the Client for the agreed Fee.
- c. in the event the Client fails to pay the Fee within 28 days of the date of receipt of any financial redress, Hallbrook Partners, shall be entitled to charge the reasonable costs it incurs recovering any overdue amount. If the offer of redress requires it to be paid directly into a pension, our fee may become payable before the pension is accessible. In this event, it may be possible to agree a repayment plan based on your financial circumstances.

7. Termination

- a. Hallbrook Partners shall have the right by giving written notice to the Client at any time to immediately terminate the continuing provision of Services under this agreement if:-
 - i. there occurs a serious material breach by the Client of any term of the agreement which is not remedied to Hallbrook Partners' satisfaction within 14 days of a written notice by Hallbrook Partners specifying the breach and requiring it to be remedied; or
 - ii. the Client is adjudicated bankrupt or enters an Individual Voluntary Arrangement; or
 - iii. in the reasonable opinion of Hallbrook Partners the Claim has no reasonable chance of success, under which specific circumstances no fees will be due from the client.
- b. **The Client shall have the right to cancel this agreement by giving a clear statement (e.g. a letter sent by post or an email) to Hallbrook Partners within 14 days of signing this agreement, you may use the attached cancellation form but it is not obligatory.**

For the avoidance of doubt the Client will not be responsible for any costs incurred by Hallbrook Partners should the agreement be terminated within such time frame.

- c. After the expiration of the initial 14 day period referred to in clause 7(b) above but prior to redress being offered to the Client in respect of a Claim by the Firm or FSCS the Client may at any time terminate the acceptance of continuing Services under this agreement by serving written or verbal notice as provided for above to Hallbrook Partners provided the Client pays Hallbrook Partners a reasonable fee in relation to work done to that date together with any reasonable disbursements incurred. In order to calculate the basis of this charge the payable amount will be calculated by reference to time engaged undertaking work at the Hallbrook Partners hourly rate applicable at the date of these terms (currently £100 per hour plus VAT) but such fees shall not exceed the initial success fee agreed prior to work being undertaken.

- d. Upon termination by the Client for any reason whatsoever (save clause 7(b)) all sums due to Hallbrook Partners under this agreement shall immediately become due and payable and clause 7(c) shall apply accordingly.
- e. If the Termination Date occurs after redress has been offered by the Firm, FOS or FSCS to the Client in respect of the Claim, Hallbrook Partners shall be entitled to Claim the Fee (i.e. the purpose of this agreement has been fulfilled)

8. General

- a. These terms and any documents referred to herein shall constitute the entire agreement between the parties and may not be varied except in writing between the parties.
- b. No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these Terms and the remainder of the provision in the question shall not be affected.
- d. No third party shall have any right to enforce or rely on any provision of these terms which does or may confer any right or benefit on any third party directly or indirectly, expressly or impliedly and hence no third party shall have any right under the contract (Rights of Third Parties) Act 1999.
- e. The Client shall from time to time upon request by Hallbrook Partners execute any additional documents and do any other act or thing which may reasonably be required to give effect of these terms.
- f. Hallbrook Partners are under a professional and legal obligation to keep the affairs of clients confidential. We may from time to time use external agencies or professionals to provide services to Hallbrook Partners Limited. These may include solicitors and barristers. By instructing us you agree under this contract to your personal data being processed and for information about your case to be processed by such companies or individuals if it is appropriate to do so.
- g. Hallbrook Partners may from time to time have information that is not in the public domain that has come into our possession from another client. Whilst it may be in your interest to disclose that information, you agree by accepting these terms and conditions that we will not disclose it to you if it conflicts with our duty to a third party to keep that information confidential.
- h. These terms shall be governed by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts

9. Introducer Fees

- a. Hallbrook Partners may pay an average referral fee circa £115 to third parties where a case has been referred to us. This fee may represent a provision of services and/or an agreed fixed amount and/or a percentage of the fees we generate in the event of a successful outcome. We may also agree to pay a fee to an introducer, regardless of whether we are instructed to act or even where a claim has been unsuccessful.
- b. These costs are borne entirely by and within the standard fee structure of Hallbrook Partners and any referral fee where applicable does not in any way affect our fee to you.

10. Call Monitoring and Recording Policy

To ensure that we can provide the best possible and most efficient service, all calls are recorded for training and monitoring purposes.

11. Our Agreed Fee

- a. The success fee applicable is as referred to in clause 13 and in circumstances where the settlement is received by you directly, it will be required to be paid by you as per clause 6. You agree that Hallbrook Partners can deduct its fee from compensation payment received directly by Hallbrook Partners from the Firm, FOS or FSCS before onward transmission of the compensation payment to you.
- b. A cheque or Bank Giro credit will be issued within 2 working days of the receipt of any compensation payment into Hallbrook Partners segregated client account and you agree that any interest earned during the time your compensation remains in the client account is to be retained for the benefit of Hallbrook Partners unless the amount of such interest due exceeds £20
- c. If you have outstanding liabilities with the respondent, are subject to or soon to be subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement. Any damages, compensation or settlement monies might, in certain circumstances, be off-set against your outstanding debts; and where necessary you may need to pay our fees from your own funds.
- d. If your claim relates to a Pension, there are circumstances where our fee may become payable before you have access to your pension

12. Data Protection and Contact Permission

- a. By engaging with us, you give your express permission for Hallbrook Partners Ltd to contact you via any of the contact mediums that you have provided. To investigate and progress your case it will be necessary to hold and process your personal data and to maintain contact with you throughout the duration of the claim. The legal basis on which your data will be processed is 'contractual' as it is necessary for the performance of our agreement with you.

- b. Any documentation identified through our enquiries or provided by you will be retained by us for 6 years, after which time will be securely destroyed. Please note that this may include any original documents that we still retain, however we only require copies of documents in most circumstances and where originals are required, we return them as soon as possible.
- c. We may contact you following the conclusion of the claim to provide details of further developments relating to your previous claim or about other potential Product claims identified as relevant and beneficial to you. Under these circumstances, the legal basis on which your data will be processed is 'legitimate interest'.
- d. You provide express permission for Hallbrook Partners to contact you in the event that legal or other developments occur, which may positively affect your ability to recover Product related losses. Please note that this contact may be several months or years following our last communication with you.
- e. Where we hold permission to contact you by telephone, we will only contact you between the hours of 8am to 6pm Monday to Friday, unless you give specific permission for us to contact you outside of these hours.
- f. We will not contact you or process your data for any other purposes than those stated above and will never share your details with third parties for any other purpose.
- g. **You can withdraw or restrict this permission at any time by advising us of your wishes and you are entitled to request the immediate deletion of any Personal Data that we hold. This however may adversely affect our ability to progress your claim resulting in the termination of our agreement. In the event this does happen we refer you to the Terms of Engagement and in particular clause 7 (c).**

Complaints Procedure

Complaints may be made in writing, by e-mail, by telephone or in any other form in respect of a claims management service that we have provided and that is regulated under the Compensation Act 2006.

0115 8221850

complaints@hallbrook.claims

Landmark Business Centre, Davies Road,
West Bridgford, Nottingham, NG2 6BT

We reserve the right to decline to consider a complaint that is made more than six months after you became aware of the cause of the complaint. There may be instances where we will waive this requirement at our discretion. We will confirm to you in writing if a complaint has been made outside the time limit that we are prepared to consider.

We will send you an electronic or written acknowledgement of your complaint within five business days of receipt. We will identify the person who will handle the complaint. Wherever practically possible, that person will not have been directly involved in the subject of the complaint and will have the relevant authority to investigate and bring the complaint to a satisfactory outcome.

Within eight weeks of receiving a complaint we will send you either a response which addresses the complaint to a satisfactory outcome or explains why we are still not able to make a final response, giving reasons for the delay and indicating the timescale of when we will be able to provide a final response and you may refer the handling of the complaint to the Financial Ombudsman Service if you are dissatisfied with the delay.

Where we decide that compensation is appropriate, we will settle it for any acts or omissions for which we are responsible. We will comply with any offer of compensation which you accept. Compensation may not always be financial.

If we are unable to resolve your complaint, then you can refer the matter to the Financial Ombudsman Service. The FOS can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Financial Ombudsman Service, this must be done within six months of our final response to your complaint. If you would like more information about the Financial Ombudsman Service their contact details are as follows:

Financial Ombudsman Service,
Exchange Tower, Harbour Exchange Square, Isle of Dogs, London E14 9SR
Monday to Friday – 8am to 8pm **Saturday** – 9am to 1pm

0800 023 4567

free for people phoning from a landline

0300 123 9 123

free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Complaints can also be submitted through their website
<https://www.financial-ombudsman.org.uk/contact-us>

- I/we understand Car Finance Claims is a trading name of Hallbrook Partners Ltd., authorised and regulated by the Financial Conduct Authority (FRN:837713) as a Claims Management Company
- I/we understand that Car Finance Claims are willing to represent my case through a no win, no fee arrangement.
- I/we confirm that I have not previously appointed another representative on this same matter.
- I/we acknowledge receipt of the Terms of Engagement, Service Summary Factsheet, Cancellation Form and Complaints Procedure (a copy will also be emailed)
- I/we specifically consent to be contacted by Car Finance Claims in relation to my claim and for my data to be processed as detailed in clause 12 of the Terms of Engagement.
- I/we understand that once my case reaches a conclusion, the only fee payable would be the success fee. This means that if my case is unsuccessful, I will have nothing to pay.
- I/we understand that the success fee applicable to my case is variable and will be based upon the amount successfully recovered. The larger the amount that is recovered, the smaller your success fee will be.
- I/we understand the success fee you charge ranges between 18% and 36% including vat and the actual amount is also subject to maximum fees as described in the Service Summary Factsheet I have received.
- I/we am aware of my right to cancel without any cost within 14 days of signing this document.
- I/we understand that if I cancel after 14 days, but before my case reaches a conclusion, and Car Finance Claims have undertaken work on my case, a reasonable charge for the work they have undertaken may be levied as described in clause 7c of the Terms of Engagement.
- I/we confirm that I have not (a) ever been declared bankrupt; (b) subject to a bankruptcy petition; (c) subject to, or have ever been subject to, an individual voluntary arrangement; (d) have proposed an individual voluntary arrangement which is yet to be approved or rejected by

creditors; (e) currently subject to, or have ever been subject to, a debt relief order; or (f) are or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) including but not limited to sequestration. I understand that if any of these circumstances do apply then any damages, compensation or settlement monies might, in certain circumstances be off-set against my outstanding debts; and that I will, where necessary, need to pay the success fee from funds that are not subject to the processes or arrangements listed above at (a) to (f).

- I/we would like you to request an access code to obtain a copy of my/our statutory credit report

Signature Client 1

Signature Client 2

- I/we wish to use the services of Car Finance Claims to represent and present my complaint/claim against XXXXXXXXXXXXXXXXXXXX I am aware that I do not need to appoint any third party to make this claim and that I can present my own complaint directly to the Firm, an alternative dispute resolution scheme (where available), the Financial Ombudsman Service or the Financial Services Compensation Scheme and that these services are free.

Signature Client 1

Signature Client 2

ONLY COMPLETE AND RETURN IF YOU WISH TO CANCEL THE CONTRACT

Either complete, detach and return this form to us at the below address, or you may cancel by giving another clear statement such as an email to: info@hallbrook.claims

(Please ensure that we have the information below so that we can identify your cancellation notice).

You may send your cancellation form by post to:

Car Finance Claims
Hallbrook Partners Limited
Landmark Business Centre
Davies Road
West Bridgford
Nottingham, NG2 6BT

To: Car Finance Claims, Hallbrook Partners Limited, Landmark Business Centre, Davies Road, West Bridgford, Nottingham, NG2 6BT (e-mail info@hallbrook.claims)

I/We hereby give notice that I/We cancel my/our agreement for your services

Contact Number:

Claim Against:

Your Name(s):

Your Address(es):

Your Signature(s)

(only if this form is notified on paper)

Date

Signature 1

Signature 2