

# Terms of Engagement (“Agreement”)

Benson Goldstein Limited (“BGL”) is a Private Limited Company (Company No 14417365) and is authorised and regulated by the Solicitors Regulation Authority (SRA number: 8003245). This document sets out the Terms of Engagement for the appointment of BGL to act for You.

## 1. Definitions and interpretation

- a. “Agreement” means the contractual relationship between You and Us which You enter into by providing Your signature or verbal agreement. This includes where You provide Your signature electronically.
- b. “BGL” means Benson Goldstein Limited. Any reference to ‘We’, ‘Us’ or ‘Our’ in this Agreement shall be taken to be a reference to BGL.
- c. “Claim(s)” means any Claim(s) or potential Claim(s) against the Lender relating to (i) the failure to disclose commission charges, or other sums paid in connection with your Credit Product and/or (ii) the failure to undertake sufficient affordability and/ or creditworthiness checks when arranging Your Credit Product and/or (iii) any other unfair lending practices identified during the provision of the Claims Services.
- d. “Claims Services” means the work We undertake to prepare, submit and negotiate the Claim(s) to/with the Lender, as broadly outlined in Clause 2 of these Terms of Engagement.
- e. “Cooling-Off Period” means 14 days after the date that You provide Your signature to Us during which You can cancel this Agreement free of charge.
- f. “Compensation” means any sums offered, paid or given in respect of a settlement, goodwill gesture, policy refund, balance reduction, rebate or any other payment associated with the Claim(s) including any interest payments and associated charges. For the avoidance of doubt Compensation also includes any sums used to reduce any outstanding balances/ debt.
- g. “Credit Product” means a financial product allowing You to borrow money from a Lender. This includes, but is not limited to Credit Cards, Store Cards, Loans and Car Finance.
- h. “Data Subject Access Request” (DSAR) means any information request that We may send to Your Lender or broker on Your behalf to request information to substantiate Your Claim(s), where required.
- i. “FSCS” means Financial Services Compensation Scheme.
- j. “FOS” means the Financial Ombudsman Service, who can review the Lender’s decision about Your Claim(s).
- k. “Instruction” means You authorising Us to undertake the Claims Services by providing Your signature. This includes where You provide Your signature electronically or provide your verbal agreement.
- l. “Lender” means the business for example the Lender, Credit Provider or Broker, who was responsible for the arrangement of the Credit Product. This includes any representative or affiliate of the Lender.
- m. “Letter of Authority” means the document that may be sent to the Lender that evidences Our authority to act on Your behalf.
- n. “Soft Credit Check” means Us reviewing Your credit file to identify information about Your Lenders and Your Credit Products. This check will appear on Your credit file but will only be visible to You and will not adversely affect Your credit rating.
- o. “Success Fee” means the amount You will have to pay to Us for the Claims Services, as detailed in Clause 5 of this Agreement.
- p. “You/Your” means the Account/Policy Holder whose details are set out in the Letter of Authority and who has Instructed Us to act on their behalf.
- q. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## 2. Claims Services

- a. We will not process the Claim(s) until We receive Your Instruction.
- b. You understand that by providing Your Instructions to Us You are providing authority for Us to identify all Credit Products You have held with Lenders and make a Claim(s) against the relevant Lenders on your behalf, where We identify that such Claim(s) has a reasonable prospect of success.
- c. Upon receiving Your Instruction We may undertake the Soft Credit Check to identify which Lenders you held Credit Products with and information about the Credit Products, including account numbers.
- d. Once we identify Your Lenders and Credit Products, we will: (i) submit a Claim(s) to the Lenders where We have all relevant information to do so and believe the Claim(s) has a reasonable prospect of success; and/or (ii) where required, request additional information from You to substantiate Your Claim(s) against Your Lenders; and/or (iii) where required, request information from the Lenders or other relevant third parties about the Credit Products You held. You consent for your signature, where applicable, to be used to submit Your complaint to a Lender or to the FOS.
- e. We will use reasonable endeavours to obtain Compensation for each Claim pursued and will liaise and negotiate with the Lender on Your behalf, as necessary to progress the Claim(s).
- f. Where Your Lender does not provide a satisfactory outcome to Your Claim(s), We will assess Your Claim(s) and decide the most appropriate next steps.
- g. We will keep You updated throughout the Claim(s) and promptly notify You of the outcome of the Claim(s).
- h. We may outsource some elements of the Claims Services such as the administration of the Claim(s), taking and making of telephone calls and/or chasing documents from You to a specialist supervised Company(ies). You agree for Us to outsource elements of the Claim(s) and pay a fee for doing so. For the avoidance of doubt any fees will be paid directly by Us and are not charged to you.
- i. Where interest is included as part of the Compensation, the defendant may deduct tax from this and pay it directly to HMRC. Depending on Your personal tax status this tax may be refundable. You provide express permission for your details to be shared with a third party for the purposes of making an additional claim for reimbursement of any applicable tax. You agree that the cost for this service will be 48% (inc applicable VAT) of any tax reimbursed.
- j. If you have instructed Us via a third party referrer or marketing company we will pay them a fee for doing so. This fee will be paid by Us and will not affect the amount you have to pay.
- k. By signing the Agreement You provide Your consent for Your signature to be applied to all documentation necessary to investigate and submit Your claims based on the information given. This includes any other Lenders You have informed us about when submitting Your claim.

## 3. Our Responsibilities and Liabilities

- a. We will:
- (i) always act in Your best interests subject to Our legal and regulatory obligations; and
- (ii) provide You with a reasonable standard of service, in line with Your Agreement with Us.
- b. We will use reasonable endeavours to keep safe any information or documents that You, the Lender or any third party send to Us. We will not be responsible for any loss to You or any third party arising out of the loss of documents or information including in transit either to or from Us. Any additional protection that You require for lost documentation or information (for example photocopies and/or a Recorded Delivery service by Royal Mail) will be at Your discretion and Your expense.
- c. We may be required to verify Your identity(ies) and address(es). By giving Your Instruction You acknowledge that You are giving consent to Us to undertake an electronic check to verify Your identity(ies) and address(es) where necessary. This process involves searches with credit reference, fraud prevention agencies and the electoral register. The agencies will record the details of the search but the electronic check will have no adverse effect on Your credit rating. Subject to these checks, We may require You to supply certain documents and/or We may refuse, at Our discretion, to act for You without giving reason.
- d. We will not be liable to You whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and by Us, such as (but not limited to) loss of profits, loss of opportunity, loss of benefits or tax demands.
- e. Our total liability to You in respect of all other losses arising under or in connection with Your Agreement with Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of any Compensation to which You are entitled for the Claim(s) in connection to which We are liable unless those losses were foreseeable by both parties when Your Instruction was provided. We consider that this limit is reasonable and fair in view of the type of work that We are undertaking. If the limit does cause You any concern, please contact Us so that We can discuss Your concerns.
- f. In some circumstances we will advise referring your claim to the FOS. We will not represent you in presenting any complaint to the FOS and our agreement will end immediately if this becomes necessary. The FOS would charge Us a fee which would render your claim uneconomic for us to pursue. Instead, we shall refer you to a suitable “Not for profit” organisation who will assist you in presenting a complaint to the FOS free of charge. If your complaint is ultimately successful you will pay us for the work we did whilst this agreement subsisted.

#### 4. Your Responsibilities

- a. You acknowledge that You could pursue the Claim(s) Yourself free of charge, for instance directly with the Lender or through the FOS.
- b. By entering into this Agreement, You agree to:-
- (i) give us instructions that allow us to do our work properly, including providing Us with all information and documents which are relevant to the Claim(s), including but not limited to Credit Agreements, letters, documents and e-mails. You agree to provide Instruction for Us to request any information required to substantiate the Claim(s) from the Lender, by way of a DSAR or by any other method;
  - (ii) co-operate generally with Us in the conduct of the Claim(s), including by dealing promptly with requests We make for authority, information, documents, Instruction or further requests;
  - (iii) tell Us promptly if any information that You have previously given to Us is no longer true or accurate. Including Your contact information, which You agree to ensure is up to date at all times;
  - (iv) inform Us promptly of any relevant matters affecting the Claim(s), such as direct contact or payment from the Lender, and consult with Us before making any contact with or having any discussion or correspondence with the Lender concerning any aspect of the Claim(s);
  - (v) not abandon or discontinue the Claim(s) or any part of the Claim(s) against Our advice;
  - (vi) not settle the Claim(s) directly or indirectly without Our consent and ensure that any Compensation is paid directly to Us;
  - (vii) give Us the exclusive right to deal with the Claim(s) and to not enter into any new agreement, orally or in writing, with any other person(s) in respect of the Claim(s) unless We otherwise agree to this in writing; and
  - (viii) not ask Us to work in any way that is improper or unreasonable or cause or contribute to a conflict of interest arising that would prevent Us from continuing to act in the Claim(s).
  - (ix) Under English law a claimant usually has a fixed amount of time to bring a claim, after which their claim will expire – this is known as the ‘limitation date’. This date can be extended indefinitely by issuing court proceedings. The law relating to mis-sold motor finance is still very much new and developing and it is therefore uncertain exactly how much time a claimant has to bring their claim. However, based on the law as it currently stands, we believe that some things you could claim for would need to be brought within 6 years of the start of your agreement and others must be brought within 6 years of the end of the agreement. **Please note that we will not be issuing court proceedings for the purposes of extending the limitation period. If you are concerned about this then you must issue court proceedings yourself.**

#### 5. Compensation & Our Fees

- a. You acknowledge that any approximate value of Compensation given to You is an estimate only. The success of any Claim(s) depends on Your individual circumstances.
- b. If We undertake the Claims Services and are not successful in obtaining Compensation then You owe Us nothing. You may however be liable to pay a fee of £250 if We submit your complaint to the FOS on your behalf and the complaint is unsuccessful. You understand that no fee will be incurred if you pursue the complaint through the FOS on your own.
- c. The amount we charge will depend on the amount of Compensation awarded, as set out in the table below.

Band	Compensation Awarded	Maximum Percentage Charge (Ex VAT)	Maximum Total Charge (Ex VAT)
1	£1 - £1,499	30%	£420
2	£1,500 - £9,999	28%	£2,500
3	£10,000 - £24,999	25%	£5,000
4	£25,000 - £49,999	20%	£7,500
5	£50,000 or above	15%	£10,000

We will charge the lower of the Maximum Percentage Charge and the Maximum Total Charge. For instance if you were awarded £1,000 then we would charge £300 (30%). If you were awarded £1,450 then we would charge £420 because 30% of £1,450 is £435, which is higher than our Maximum Total Charge.

We add VAT to our charges at the rate that applies when the work is done (currently 20%).

If court proceedings are issued or we make an application to the court, then the fees below will apply instead of the table above.

- d. If We are successful in obtaining a reasonable offer or payment of Compensation after court proceedings have been issued then Our Success Fee is 48% (inclusive of any applicable VAT) of any Compensation We obtain for You. VAT is charged at the prevailing statutory rate. In all cases You must pay Our fees within 10 working days of receipt of any Compensation. Overdue sums will incur interest from day to day at the rate of 8% per annum.
- e. For the avoidance of doubt, if You receive a reasonable offer of Compensation from the Lender or by way of a FOS decision (at either Adjudicator or Ombudsman level), You give us authority to accept such an offer. If You reject that reasonable offer, or refuse to sign any Acceptance Form from the Lender, the Success Fee would still be payable by You to Us even though You would not receive any Compensation Yourself as You have rejected that reasonable offer.
- f. In entering into this Agreement with Us, You have agreed for all Compensation to be paid directly to Us and agree that We shall deduct the Success Fee before paying the balance of the Compensation to You. Before deducting Our Success Fee from any Compensation received, We will send an invoice to You which details the amount(s) due to Us and the balance of Compensation due to You. All funds will be held in Our Client Account in accordance with the SRA Account Rules. A copy of Our policy on Monies held in Our Client Account, is available on request.
- fg For the avoidance of doubt where You have more than one successful Claim(s) against one or more Lender, We may deduct from any Compensation paid the Success Fee in respect of each of the Claims from the Compensation received for any one of those Claims.
- h. Payment of the Success Fee falls due at the point that either We or You are informed of an offer of Compensation and payable from the date We or You receive Your Compensation. If the Lender offers or pays Compensation to You directly, You agree to notify Us immediately (and within seven days at the latest) and to provide the details We need to calculate the Success Fee.
- i. Compensation may be used by a Lender to reduce any outstanding debt that You owe a Lender and You understand that Our Success Fee will be payable based on the total amount of calculated Compensation even if the Lender does not pay the whole sum of the Compensation to You.
- j. Your Compensation may be applied as part of Your bankruptcy estate, insolvency asset, or other debt arrangement and Your Compensation may not be paid directly to You. If Compensation is paid directly by the Lender to an Insolvency Practitioner or the Official Receiver, and You do not receive any Compensation, You will not be liable for Our Success Fee.
- k. If You fail to pay the Success Fee due and payable in accordance with the Agreement, We reserve the right to cancel all other active Claims.
- l. We reserve the right to charge for costs incurred in recovering unpaid Success Fee(s).
- m. You agree to provide Us with Your bank details to enable Us to pay You Your Compensation, less our Success Fee, where We receive this directly.
- n. We will take reasonable steps to ensure You receive any money due to You. If You do not provide Your bank details within 12 months of Us receiving Your Compensation, or a cheque we issue to You is not cashed within 12 months of the issue date and We do not receive any contact from You, We will close Your file and You agree for Us to pay the outstanding monies to a charity of Our choice.
- o. Our Agreement shall continue to operate until all Claims where a Success Fee and are payable have been settled.
- p. We work with marketing agencies and lead suppliers. We pay these agencies and suppliers for their work. For the avoidance of doubt, these payments are made directly by Us and are not charged to You.
- q. If the Lender ames an offer to settle Your claim and requires You to sign an acceptance form then we will contact You. If You do not reject a reasonable offer within 14 days then we will take that as Your instruction to accept the offer on Your behalf. This may include through applying Your signature to any acceptance form.

#### 6. Cancellation and Assignment

- a. You must notify Us of Your intention to cancel Your Claim, using the methods outlined in Our Cancellation Form
- b. You have a Cooling-Off Period of 14-days after the date You provide Your signature to Us, during which You may cancel Your Claim at no charge.
- c. By providing Your Instruction to Us You expressly request that We commence the Services immediately and prior to the end of the Cooling-Off Period. In doing so You accept that You cease to have the right to cancel the contract if Our service has been fully performed.
- d. You acknowledge by providing Your Instruction to Us that Your right to a 14-day Cooling-Off Period is waived if Your Claim has been processed by the Lender and an offer of Compensation has been made within this 14-day period.
- e. If You cancel Your Claim outside the Cooling-Off Period, Our Success Fee will remain payable for any offer of Compensation that has been made by Your Lender up to

the date of Your cancellation, or that is approved by the Lender after Your cancellation.

f. We may at Our sole discretion cancel this Agreement at any time, but We must act reasonably in taking such a decision. We will promptly notify You if We decide to Cancel this Agreement. For example, We may cancel this Agreement if (i) We believe that Your Claim(s) is unlikely to succeed; or (ii) You reject Our opinion on a reasonable offer of Compensation; or (iii) We believe You have not kept to Your responsibilities, as outlined at Terms of Engagement (this is not an exhaustive list).

g. We reserve the right to assign this Agreement and all rights under it and to subcontract to others all or any of Our obligations under it. This Agreement is personal to You and is not assignable by You except to Your personal representatives.

#### **7. Your Personal Data**

a. We take the privacy of Your personal information seriously. We will only use the personal information You provide to Us as outlined both in this Clause 7 and in Our Privacy Policy which can be viewed at [www.bensongoldstein.com](http://www.bensongoldstein.com). We ask that You read Our Privacy Policy carefully and, if required, a hard copy is available upon request.

b. During the Claims Services Your personal information will be used to provide the Claims Services including to third party organisations for the purposes of undertaking the Claims Services. You consent to Your personal data being shared with Harrington Jones Ltd, CMCI Ltd or another out-sourcing company we may use from time-to-time for the purposes of processing of Your claim(s).

c. We may also use Your personal data to tell You about similar products or services relating to financial claims, by email, SMS (text message), post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by contacting Us.

d. After providing the Claims Services We will be entitled to continue to hold Your personal information until the Claim(s) is concluded and We receive full payment of money owed to Us for Fees plus VAT, or Expenses incurred.

e. You also consent to Your personal information, including information about your claim(s) being shared with any introducer or marketing company that may have directed You to use Our services.

#### **8. Complaints, Governing Law and Professional Indemnity Insurance**

a. You can make a complaint about Our service via Our internal complaints procedure by email to our complaint partner, Coby Benson: [coby.benson@bensongoldstein.com](mailto:coby.benson@bensongoldstein.com) or by post to Benson Goldstein Ltd, PO Box 79176, London, NW4 9NH. You can also find a copy of Our complaints procedure at [www.bensongoldstein.com](http://www.bensongoldstein.com).

b. Should You remain unhappy with Our service, You may refer Your complaint, within six months of the date of Our final response, to the Legal Ombudsman Service, by email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), by phone on 0300 555 0333 or post to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. The Legal Ombudsman 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.

c. Each party irrevocably agrees that any proceedings relating to any dispute or Claim(s) (including noncontractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation instituted against You by BGL shall be brought in the appropriate Court of Your country of residence, which will either be the Courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any proceedings instituted against BGL by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.

d. We maintain professional indemnity insurance in accordance with the obligations set by the Solicitors Regulation Authority. Cover is in place with the insurer Travelers Insurance Company Limited. Further details of this insurance is available upon request to Us.

## MODEL CANCELLATION FORM

### RIGHT TO CANCEL

**Cooling-Off Period:** You have the right to cancel your Claim(s) free of charge within the 14 days following the date that you provide your instruction to us without giving any reason.

If you cancel your Claim(s) within the Cooling-Off Period, then you will owe Benson Goldstein Limited (“Benson Goldstein”) nothing, unless your lender has approved a Compensation payment within this period. In this case, Benson Goldstein shall be entitled to charge you the Success Fee as outlined in the Terms of Engagement.

If you cancel your Claim(s) outside the Cooling-Off Period, our Success Fee will remain payable for any Refund that has been approved by your lender up to the date of your cancellation, or that is approved by your lender after your cancellation.

Please refer to our Terms of Engagement for full details of our Success Fee. Copies of the Terms of Engagement can be requested by post or email (contact details are at the bottom of this Form).

<b>Benson Goldstein Ltd, PO Box 79176, London, NW4 9NH.</b> <b>I hereby give notice of my intention to cancel my contract for the supply of services provided by Benson Goldstein as set out in the Terms of Engagement provided to me.</b>	
Name of Claimant:	
Address of Claimant:	
Claim Reference(s): <i>(Please give the Claim Reference(s) of the Claim(s) you wish to cancel/terminate)</i>	
Signature of Claimant:	Date:

To exercise the right to cancel, you must inform Benson Goldstein of your decision to cancel your Claim(s) in a clear statement:

- **BY LETTER** or using this Form and returning either document to: Benson Goldstein Ltd, PO Box 79176, London, NW4 9NH
- **BY EMAIL:** [info@bensongoldstein.com](mailto:info@bensongoldstein.com)