

# Condition Fee Agreement

Client Ref:



## 1. Meaning

- 1.1 "Us" / "We" / "Our" means Sanderson Drake Limited.
- 1.2 "You" / "Your" means the Applicant.
- 1.3 "Applicant" means the person stated in Authority To Proceed.
- 1.4 "Authority To Proceed" (LOA) is a document required by the Lender.
- 1.5 "Lender" means the company which the finance was taken with.
- 1.6 "Claim" means the presentation by Us against a Lender.
- 1.7 "Redress" and "Compensation" means any financial benefit offered by the Lender as a result of a Claim which may include a (a) Cash Benefit, (b) Reduction of balance or (c) Combination.
- 1.8 "Fee" means sum payable to Us as per Clause 6.
- 1.9 "CFA" means the Terms & Conditions Version 1018 outlined in this document.
- 2.0 "Cooling Off Period" means you can cancel your claim within 14 days after you instruct our services at no charge.
- 2.1 "Breach Of Contract" means where the CFA has not been adhered to.
- 2.2 "Debt Collection Fees" means additional fees as outlined in Clause 8.

## 2. Legal Status of this Conditional Fee Agreement

- 2.1 Should you require any assistance in understanding our terms, please contact us before signing this legally binding contract.
- 2.2 You are able to complain directly to your lender with the ability to refer your claim to the Financial Ombudsman Service or financial Services Compensation Scheme at no cost or the court should you choose.

## 3. Your Agreement that We represent you solely

- 3.1 By accepting our CFA, you agree that We are solely appointed to review and to pursue any Claims unless you exercise your right to cancel. (Clause 8)

## 4. What we shall do

- 4.1 We shall present a Claim pursuant to Clause 3.
- 4.2 We shall communicate with You by email / SMS / post & telephone.
- 4.3 We will provide you with our advice as to whether an offer is of an acceptable figure based on the merits of the claim and where required further pursue a claim with the FOS or FSCS.

## 5. Your Obligations

- 5.1 Provide Us where possible prompt details of your financial situation, identification, bank statements and statement of truth.
- 5.2 Notify Us of any change of contact information within 7 days.
- 5.3 Inform Us within 5 working days should a Lender contact You directly to make an offer of Redress to You directly.
- 5.4 Where a Lender makes offer which is accepted without advice given, you agree that We shall not be held accountable for any loss of additional redress which may have been obtained.
- 5.5 Where a Lender provides Redress of Cash Benefit you must pay Us the Fee within 7 days of Benefit or Invoice.
- 5.6 Where a Lender provides Redress with no cash benefit, you must arrange a Payment Plan within 7 days of Redress offered.
- 5.7 Must respond to requests of additional information within a reasonable timescale (14 days unless agreed).
- 5.8 Advise us at the time of instruction of any previous claim made to prevent cancellation which may lead to a fee being payable as per Clause 3.1 and Clause 8.

## 6. Our Fees

- 6.1 If We deem Your Claim unsuccessful You do not owe the Fee.
- 6.2 Upon receipt of an Offer, you agree to pay a Fee of 36% inclusive of VAT of the total Compensation to us within 7 days of Invoice.
- 6.3 Should an acceptable offer be received, an invoice will be raised and is payable whether acceptance is provided within 7 days.
- 6.4 Cancellation Fees are payable within 14 days.

Please refer to 'Payday Claim Fees Example' for examples.

## Debt Collection Fees:

- 6.4 Where Our Fee remains unpaid, we reserve the right to charge Debt Collection Fees including; (a) Arrears Fees: (£20) (b) Legal Fees: (uncapped), Court Fees: (£500), Warrant Fee (£77) High Court Writ (£66), Attachment Of Earnings (£110), Track and Trace Fees (£171), any additional fees as a result of debt collection including 8% interest.

## 7. Cancellation Rights

- 7.1 You may cancel by any reasonable means.  
To cancel your claim(s), you can call us by **Phone**; 01554 575000 by **Email** [cancellation@sanderson-drake.co.uk](mailto:cancellation@sanderson-drake.co.uk) or by returning the slip overleaf or in **Writing**; Suite 2, Dura Park, Yspitty Road, Llanelli, SA14 9TD  
Please note should you cancel your claim outside of your 14 day cooling off period, we reserve the right to make reasonable charge.

| Fees Example              | A                | B                    | C               |
|---------------------------|------------------|----------------------|-----------------|
| Refund Type               | Cash             | Part Cash, Reduction | Full Reduction  |
| <b>Total Compensation</b> | <b>£1000.00</b>  | <b>£1000.00</b>      | <b>£1000.00</b> |
| Cash                      | £1000.00         | £500.00              | £0.00           |
| Reduction                 |                  | £500.00              | £1000.00        |
| Fee @ 30%                 | £300.00          | £300.00              | £300.00         |
| VAT @ 20%                 | £60.00           | £60.00               | £60.00          |
| <b>Total Fee</b>          | <b>£360.00</b>   | <b>£360.00</b>       | <b>£360.00</b>  |
| Consumer                  | Receives £640.00 | Receives £140.00     | Pays £360.00    |

\* Where a Full Reduction of balance is made, our fee will require payment which may require you to find an alternative payment source.

## 8. Cancellation Fees

- 8.11 We reserve the right to charge a reasonable fee per Claim where your claim is cancelled outside of your 'Cooling Off Period' (Clause 7.1) for any of the following reasons (a) Clause 3 (sole instruction), (b) Clause 5 (Your Obligations) & Clause 6 (Our Fees)..
- 8.12 We further reserve the right to terminate any and all cases as per Clause 8.11 for any of the following towards or employees (c) Abuse or Malicious Communication inc; Liabe or Slander.
- 8.2 Where a Claim is cancelled with a Fee payable, you agree:
  - a) To pay Us within 14 days.
  - 8.3 A Cancellation Fee is based on the amount of work undertaken in the administration of your claim with a fee cap £360.00 inclusive of VAT excluding (Debt Collection Fees) Clause 6.4.

## 9. Complaints

- 9.1 If are unhappy with our service or wish to raise a complaint, please refer to our Complaints Handling Procedures enclosed.  
To raise a complaint please contact us via;  
**Phone:** 01554 575000  
**Email:** [complaints@sanderson-drake.co.uk](mailto:complaints@sanderson-drake.co.uk)  
**Writing:** Suite 2, Dura Park, Yspitty Road, Llanelli, SA14 9TD

## 10. Governing Law

- 10.1 This agreement is subject to the laws and exclusive jurisdiction of England and Wales.

## 11. Communication

By instructing us to process your claims, you are providing us with further instruction and agreement that we may contact you through various methods we use when processing a claim.

Should you wish to opt out, please contact us by any reasonable means. Please note that where a claim is on-going, or an invoice raised, we reserve the right to contact you.

## Declaration & Acceptance:

I/We confirm that I have received and am aware that I/We am entering into this legally binding Conditional Fee Agreement as outlined above with Version: 1018. I/We am also aware that I may contact Sanderson Drake should I/We not understand any points within this document and provide authority for Sanderson Drake to contact myself via email, text message, telephone and by letter.

Signed (1): \_\_\_\_\_

Dated (1): \_\_\_\_\_

## Complaint Handling Procedure:

Whilst we aim to provide our clients with superb service, we appreciate that sometimes we don't quite get things right. Where a complaint is raised, we would like to discuss your concern to establish what has happened, and how you feel we can put things right.

### How we will handle your complaint

#### Step 1

You can complaint to us by any reasonable means but the quickest way to tell us about your complaint is by contacting us via telephone on the number below:

**Call us on:** 01554 575000

**Write to us:** Suite 2, Dura Park  
Yspitty Road  
Llanelli  
SA14 9TD

**E-mail us:** [complaints@sanderson-drake.co.uk](mailto:complaints@sanderson-drake.co.uk)

#### Step 2

Upon receipt of your complaint we shall attempt to contact you and provide you with an acknowledgement of complaint within 3 working days.

Whilst we aim to resolve all complaints within 5 working days, further investigation may be required. Where this happens, we will write to you with an update within 4 weeks.

Where further investigation is required, we will provide our Final Response within 8 weeks of acknowledgement.

#### Step 3

Should you remain unhappy with our Final Response, or have been unable to resolve your complaint within 8 weeks, you may refer the matter to the Legal Ombudsman within 6 months of our Final Response.

**By telephone:** 0333 555 1777

**In writing:** Legal Ombudsman  
PO Box 6804  
Wolverhampton  
WV1 9WG

**By e-mail:** [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk)

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### Cancellation Request Form – Ref: \_\_\_\_\_

You may cancel by any reasonable means.

You can do so by **Phone**; 01554 575000 by **Email** [cancellation@sanderson-drake.co.uk](mailto:cancellation@sanderson-drake.co.uk) or by returning this slip or by **Writing to us**; Suite 2, Dura Park, Yspitty Road, Llanelli, SA14 9TD.

I/We request that our claims are cancelled and are aware that a fee may be payable if cancelled outside of my/our cooling off period.

**Signed (1):** \_\_\_\_\_

**Date (1):** \_\_\_\_\_