

TMS Legal Ltd -Terms of Business

The terms set out in the Letter of Engagement , Letter of Authority, Power of Attorney, UK GDPR notification and these Terms of Business are the terms and conditions on which TMS Legal Ltd ('the Company' 'we' or 'our' or 'us') will provide its Services to you.

We are a law firm authorised and regulated by the Solicitors Regulation Authority. Our registration number is 645041. We comply with the SRA Standards and Regulations which are available on the SRA website at www.sra.org.uk.

By agreeing to instruct us to pursue your claim on a No Win No Fee basis you understand that you have the option to bring a claim for redress yourself without the involvement of TMS Legal Ltd.

1. Definitions

- **'Services':**
 - Ascertaining from a product provider whether you ever had a Packaged Bank Account ('PBA') with them, and if so, submitting a claim to the product provider seeking redress for a mis-sold PBA
 - If the claim is successful, we will seek to recover from HMRC the basic rate tax deducted by the product provider from the redress you received for your mis-sold PBA.
- **'Client':** is 'you' or 'your'.
- **'Product Provider':** means a bank, other financial institution, building society or insurance company
- **'Letter of Authority'/ Power of Attorney** is the form you sign and return to us:
 - providing written confirmation that you agree to the terms and conditions upon which we are prepared to act for you.
 - giving authority to us to act on your behalf in relation to your claim.
- **'Redress':**
 - is the total compensation offered by your product provider in response to a claim, or awarded by the Financial Ombudsman Service, and
 - any tax recovery on the compensation or award (above) which we obtain from HMRC on your behalf

Redress includes some or all of the following:

- a refund of premium
- interest
- a reduction to an outstanding debt or overdraft
- a payment as a gesture of goodwill, or for distress and inconvenience
- a refund of tax

- **'Fees': We operate on a NO WIN NO FEE basis – what does this mean?**

The fees payable to us are calculated as a percentage of the redress:

- For successful PBA claims, and any additional tax recoveries we make on your behalf, our fees are 39.99% of the redress, inclusive of VAT.
- We will not charge a fee where there has been no redress.

FEE EXAMPLES

A. Redress in the form of a CASH PAYMENT

Let us suppose that you are offered a **cash payment of £2000**, in response to your PBA claim.

We will charge you 39.99% of £2000 (inclusive of VAT).

The fee payable will be £799.80 and **you will receive £1,200.20**

B. Redress in the form of a REDUCTION OF A LOAN OR OVERDRAFT

Let us suppose that you are offered a **£2000 reduction in the amount of your loan or overdraft**, in response to your PBA claim:

We will charge you 39.99% of £2000 (inclusive of VAT)

The fee payable will be £799.80

Your loan or overdraft will be reduced by £2000

2. Responsibilities

We will:

- Treat you fairly and with respect
- Rely on the information and documents you provide us as being accurate and complete
- Pursue a claim when we have reasonable grounds to do so and sufficient information on which to base it

- Communicate with you in plain language
- Review your matter regularly
- Notify you promptly on receipt of responses from your product provider

You will:

- Provide us with clear and accurate information to be used in pursuing a claim
- Respond to any request for further information without delay
- Inform us immediately of any change of address or contact details including email and telephone number
- Inform us promptly should you receive a Final Response Letter from the product provider or any other correspondence, and send us a copy if we request it
- Co-operate and not mislead us
- Not negotiate any settlement independently of us. All communications should take place between us and the product provider
- Pay our fees

3. Service levels and frequency of communication

- We will update you by telephone or in writing on your matter regularly. When we use the term 'in writing' we include any form of written electronic communication normally used for business purposes, such as emails and texts.
- We will explain to you the work required as your matter progresses.
- We will update you on the likely timescales for each stage of the matter and update you on any material change.
- Our correspondence with you will name an individual whom you can contact to discuss your claim. Alternatively, you can contact the office manager on: 01202 022350, or by email at info@moneysolicitor.com who has supervisory responsibility for the claims team.

4. Cancellation of PBA Policies

- In the event of a successful claim and your product provider making an offer of redress the PBA benefits associated with your account may be downgraded or cancelled and it is your responsibility to arrange replacement cover if required.

5. Limit of Liability and Professional Indemnity Insurance

- We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority and a copy of our policy schedule is available for inspection at our office. Our liability to you in respect of professional negligence claims is limited to the extent of the coverage we maintain.
- Any advice given to you or work undertaken for you by a director, employee or consultant of the Company will be given or undertaken by that person on behalf of the Company and not in his or her individual capacity. Our directors, employees and consultants do not owe a personal duty of care nor assume any personal responsibility for their advice or other work.

6. Banking and Interest and Cash

- We hold all client money in our client account with a UK clearing bank which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. We will not be responsible for any loss due to any mistake by or failure of the clearing bank.
- When we hold money for you in our client account we will pay interest to you of a fair and reasonable amount when it is fair and reasonable to do so. However, we do not pay interest if the amount calculated is £20 or less. We will calculate interest at the end of the matter and account to you promptly if any is due. The rate of interest is the base rate of Barclays Bank PLC from time to time.
- Our policy is not to accept cash. If clients circumvent this policy by depositing cash directly with our bank we reserve the right to charge for any additional checks we consider necessary regarding the source of the funds.

7. Fees

- We will notify you of any fees that are payable.
- If redress has been paid to you directly by the product provider, or by HMRC in the event of a tax recovery, payment of our fees is due immediately on receipt of notification. If the payment is outstanding for more than 21 days an additional £50 charge may be added to cover administration and collection costs.
- If redress is paid to us by the product provider, or by HMRC in the event of a tax recovery, you agree that we can deduct our fee before forwarding the balance to you.
- We may agree a payment plan with you for up to 3 months to clear an outstanding balance but we will charge simple interest at 12% per annum.
- Should you owe us any fees you agree that we can deduct this outstanding debt from any redress offered or awarded by a product provider in respect of another successful claim.
- Payment of our fees is due if redress is offered or awarded following any direct communications you may have had with the product provider subsequent to the submission of a claim by us to them.

- Payment of our fees is also due if you enter into a contract with another entity and redress is offered or awarded following submission of a claim by us to the product provider.
- Should the product provider increase an offer at a later date, perhaps because of a review of the claim or as a result of an audit, we will charge fees on the additional amount on the same basis and at the same percentage of the redress as previously agreed.
- Should the product provider uphold other mis-sold PBA(s) as a result of our approach to them we will deal with these cases on your behalf and charge fees on the same basis and at the same percentage of the redress as previously agreed.
- Should you have any outstanding debts at the time we notify you of fees due to us you agree that we will have first charge.
- Fees and Cancellation: See Cancellation and Termination Clause 16
- You have the right to complain about our invoice directly to us (see Complaints Clause 17) and also by applying to the court to assess the invoice under Part 111 of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the invoice. If the application is made after one month but before 12 months from the date of delivery of the invoice, the court's permission is required for the invoice to be assessed. Unless there are special circumstances, the court will not order an invoice to be assessed after:
 - 12 months from delivery of the invoice
 - A judgment has been obtained for the recovery of the costs covered by the invoice
 - The invoice has been paid, even if this is within 12 months

8. Fee sharing

- If you have been introduced to us by a third party we may share our fees with them. They will receive up to 50% of our fees. This has no bearing on the way we handle our claim for you and our duty to act in your best interests will not be compromised. The amount of redress you receive will not be reduced by any fee sharing agreement.

9. Your Personal Data and Electronic communication

- We take the privacy of your personal data seriously. It is controlled and processed in accordance with the UK General Data Protection Regulation ('UK GDPR'). You give us full authority to disclose and receive information as outlined herein and in our Privacy Policy which can be viewed at www.pba-claims.co.uk. We ask that you read our Privacy Policy carefully. If required, a hard copy is available upon request. Nick Stocks is the data controller for TMS Legal Ltd.

We use the personal data primarily for the provision of legal services to you in relation to your claim and for related purposes including:

- Contacting you in relation to your claim and responding to your enquiries
- Processing your claim

- Contacting and responding to third parties on your behalf in relation to the claim, for example, product providers and the Financial ombudsman Service
 - Updating and enhancing client records
 - Administration and billing
 - Management of our business
 - Statutory returns
 - Legal and regulatory compliance including auditing and investigation(s)
 - Debt collecting
 - Prevention of fraud, money laundering and terrorism
 - Verifying your identity and contact details
- Please note that telephone calls are recorded for quality, training and compliance purposes.
 - You agree to accept the risks of using electronic communication, including but not limited to the risks of viruses, interception, unauthorised access, delay, misrouting and break down of service providers.

10. Storage

- We hold personal data for as long as is necessary to fulfil the purpose for which we collected such information (or for any compatible purpose), including for the purposes of satisfying any legal, accounting or regulatory requirement, and limitation periods for taking legal action.
- Any original documents we obtain from you will be scanned and returned to you within 14 days of receipt.

11. Prevention of Money Laundering

- We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be obliged by statute to make a disclosure to the National Crime Agency and other relevant authorities where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made or the reason for it. We may have to stop working on your matter and may not be able to tell you why.
- We also have to obtain satisfactory verification of the identity of our clients and undertake client due diligence. This may be necessary even if we have acted for you before or you are personally known to us. In the absence of such verification at the start of our relationship we are unable to act for you. We will conduct an electronic verification of your identity and proof of address by searching various data sets. We may additionally ask you to provide documents as proof of your identity and address.

12. Confidentiality

- Any information not in the public domain or known to us, that we receive from you whilst acting for you in connection with any matter, is confidential. However, in some circumstances we may be required to disclose confidential information and documents to the court or to regulatory or fiscal authorities. Should we be so required we will, to the extent we are permitted, endeavour to give you advance notice of the disclosures we are obliged to make.
- Please note that by accepting our terms and conditions you are consenting to the inspection of your file should it be selected for audit or regulatory compliance checks.

13. Equality and Diversity

- We are committed to the principles of equality and diversity and to observing all legislative requirement regarding these principles.
- The company is committed to a policy of non-discrimination, non-victimisation and non-harassment in all its professional dealings with employees, directors, clients and third parties and will not discriminate, victimise or harass any person in these groups on the grounds of: race or racial group (including colour, nationality and ethnic or national origins), sex (including marital status, civil partnership, gender reassignment, pregnancy, maternity and paternity), religion or beliefs, age or disability.

14. Vulnerability

- We are committed to the early identification and protection of vulnerable clients. A copy of our vulnerability policy is available on request.

15. Conflict of Interest

- We will check for conflicts of interest before taking on work and whilst we are retained by you. Where a conflict arises between your interests and the interests of another client of the firm during the course of a matter, we will discuss the position with you and determine the appropriate course of action. In order to protect your interests, we may not be permitted to continue to act for you.

16. Cancellation and Termination

- You have the right to cancel this contract within 14 days of agreeing to it at no charge. You can request cancellation by email at info@moneysolicitor.com or by writing to us at TMS Legal Ltd, 1 Poole Road, Bournemouth, BH2 5QQ or by using the enclosed cancellation form. Use of the cancellation form is not obligatory.
- We may decide to stop acting for you, but only with good reason: for example, if you do not pay an invoice, if you provide us with misleading information, if you act in an offensive or abusive manner, or if we conclude that we have no substantive grounds on which to pursue or continue a claim against a product provider, or that such claim is unlikely to be successful.

17. Complaints

- We endeavour to provide a good quality service with efficiency and courtesy. It is our aim that our clients should be satisfied with all aspects of the work undertaken by us.
- However, if you are unhappy with any aspect of our service, or the amount of our invoice, please contact the office manager by writing to TMS Legal Ltd, 1 Poole Road, Bournemouth, BH2 5QQ or by telephone 01202 022350 or by email to info@moneysolicitor.com. A copy of our complaints handling procedure is available on request
- We undertake to investigate any complaint carefully and promptly and will provide our final written response to you within 8 weeks. If we have not resolved it within this time you may complain to the Legal Ombudsman.

The Legal Ombudsman's contact details are:

- By post: PO Box 6806, Wolverhampton, WV1 9WJ
 - By email: enquiries@legalombudsman.org.uk
 - By phone: 0300 555 0333
- You need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint, provided it is within 6 years of the occurrence of the act or omission you are complaining about (or if outside of this period, within 3 years of when you should reasonably have been aware of it).
 - Alternative complaints bodies exist which are competent to deal with complaints about legal services should both you and the company wish to use such a scheme. A list of those that we recommend is available on request.

18. Applicable Law

- The contract and any dispute between us shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

I /We agree to and accept the terms and conditions set out in the Terms of Business above and in the Letter of Engagement, Letter of Authority, Power of Attorney and UK GDPR notification

Client 1

Print Full Name:

Signature: **X**

(Signature required in above Box)

Dated:

Client 2

Print Full Name:

Signature: **X**

(Signature required in above Box)

Dated:

NOTICE OF RIGHT TO CANCEL

You have the right to cancel this contract within 14 days of agreeing to it at no charge. You can request cancellation by email at info@moneysolicitor.com or by writing to us at TMS Legal Ltd, 1 Poole Road, Bournemouth, BH2 5QQ or by using the cancellation form.

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CANCELLATION FORM

To: TMS Legal Ltd

I / We* hereby give notice that I / We* cancel my / our* contract for the supply of services by TMS Legal Ltd.

Name:

Address:

Signature:

Date:

* Delete as appropriate.

You can return this form by:

- Post to: TMS Legal Ltd, 1 Poole Road, Bournemouth BH2 5QQ
- E mail: info@moneysolicitor.com