

## 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 0519 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 including any identification, bank statements or statement of truth required.
- 5.2 Notify Us of any change of contact information within 7 days.
- 5.3 Notify Us and provide Us within 5 working days any Final Response, Offer or Redress made by your Lender.
- 5.4 Where a Final Response or Offer is made, you must contact Us within 5 working days to discuss the outcome.
- 5.5 You must contact Us prior to accepting an Offer or Final Response.
- 5.6 Must respond to requests of additional information within a reasonable timescale (14 days unless agreed).
- 5.7 Where a Lender provides; (a) Redress of Cash Benefit you must pay Us the Fee within 7 days issue. (b) A full reduction with no cash benefit, you must arrange a Payment Plan within 7 days of Redress offered.
- 5.8 Where You fail to contact us within 5 working days of an offer, an Invoice will be raised, payable within 7 days of offer.
- 5.9 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 Our Fee for Payday Claims is 36% inclusive of VAT of the total Redress.
- 6.3 Our Fee must be paid to Us within the agreed timescales as shown; (a) Cash Benefit within 7 days. (b) Full Reduction of debt which requires a payment plan must be set up within 7 days of offer.  
*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 or by returning the slip overleaf or in **Writing**: Bres House, Bres Road, Llanelli, SA15 1UA

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

- 8.1 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).
- 8.2 Any and all Claims may be cancelled with a Cancellation Fee payable as a result of Breach Of Contract; (a) Clause 3 (Sole Instruction), (b) Clause 5 (Your Obligations) & Clause 6 (Our Fees), (c) following any of the following towards Us our employees; (d) Abuse (e) Malicious Communication inc; Liable or Slander (f) Threatening behaviour.
- 8.3 A Cancellation Fee is based on the stage of which your Claim falls; (1) Within 14 day cooling off period - No Charge (2) Initial Audit & Request For Information - Up to £100.00 + VAT (3) Letter Of Complaint - Up to £200.00 + VAT (4) Claim Processing - Up to £250.00 + VAT (5) Lender Offer Received - Full Fee (clause 6.2) (6) Appeal / Financial Ombudsman Process - Up to £500.00 + VAT (7) FOS Offer Received - (clause 6.2)
- 8.4 Where a Claim is cancelled with a Fee payable, you agree: a) To pay Us within 14 days.

## 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  
**Writing**: Bres House, Bres Road, Llanelli, SA15 1UA

## 10. Governing Law

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

## 11. Communications

*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 confirm that I have received and am aware that I am entering into this legally binding Conditional Fee Agreement as outlined above with Version: 0519.

I am also aware that I may contact Sanderson Drake should I 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:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

a: Bres House, Bres Road, Llanelli, SA15 1UA  
 t: 01554 575 000 e: [contact@sanderson-drake.co.uk](mailto:contact@sanderson-drake.co.uk)

### About Us / What We Do

Sanderson Drake Limited is a Claims Management Company (CMC) with a focus on financial mis-selling and financial irregularities including; irresponsible lending.

We can be contacted by email [contact@sanderson-drake.co.uk](mailto:contact@sanderson-drake.co.uk) Phone 01554 575000 (Monday-Thursday 10:30-19:00 & Friday 10:30-16:00)  
 Post; Sanderson Drake Limited, Bres House, Bres Road, Llanelli, SA15 1UA \*Calls are charged at local rates.

### What Happens Next

To keep the process as simple as possible we have used the information you provide to pre-populate your claim pack. However, please be aware that you may need to complete certain information regarding your financial agreements and sign all the relevant sections. Please check all documents & where amendments are necessary please contact us to re-issue your documents to you. This includes previous addresses, previous names and account numbers as this information is all part of your lenders verification criteria.

In some circumstances, your lender may require you to verify our authority and/or request proof of official identity through a utility bill, driving license or passport.

Where a credit report has been provided we are able to establish a potential irresponsible lending claim within 3 working days, however where one is not provided it takes on average 2 weeks to obtain a statement of accounts to establish a potential claim. When we have identified that you have been irresponsibly lent funds, we will then submit the Claim/s to your lender.

This process can take up to 12 weeks to receive a final response dependent on the lenders processing times. In some cases, your lender may reject the claim and we may escalate your case to the Financial Ombudsman Service, this will take considerably more time to complete. For more information please visit: [www.financial-ombudsman.org.uk/faq](http://www.financial-ombudsman.org.uk/faq)

### How We Keep You Updated

We will keep you updated throughout the entire claim process, by email and SMS.

If you would like to check the progress of your claim, you can contact our dedicated customer service team by the methods listed above.

### Our Fee and Fee Illustration

We will apply a Service Charge of 30% + VAT of any and all Gross compensation\*\* and this will be payable upon the conclusion of any Claim. The fee illustration is not to be taken as an estimate of the amount likely to be recovered for the client or the fee that you (the client) will have to pay which may be more or less than the amount shown in the illustration.

Example (a): Compensation Type; Cash Award					
Cash Benefit	Reduction	Consumer Receives	Consumer Pays 30% + VAT (36%)	Remaining To Consumer	
A1	£500.00	£0.00	£500.00	£180.00	£320.00
A2	£2,000.00	£0.00	£2,000.00	£720.00	£1,280.00
A3	£10,000.00	£0.00	£10,000.00	£3,600.00	£6,400.00

Example (b) Compensation Type; Cash & Reduction Award					
Cash Benefit	Reduction	Consumer Receives	Total Benefit	Consumer Pays 30% + VAT (36%)	Remaining To Consumer
A1	£250.00	£250.00	£500.00	£180.00	£70.00
A2	£1,000.00	£1,000.00	£2,000.00	£720.00	£280.00
A3	£5,000.00	£5,000.00	£10,000.00	£3,600.00	£1800.00

Example (c) Compensation Type; Reduction					
Cash Benefit	Reduction	Total Benefit	Consumer Pays 30% + VAT (36%)	Reduction Of Debt Benefit To Consumer	
A1	£0.00	£500.00	£180.00	£320.00	
A2	£0.00	£2,000.00	£720.00	£1,280.00	
A3	£0.00	£10,000.00	£3,600.00	£6,400.00	

### \*\*Gross Compensation

You should note that all compensation contains an element of statutory interest, (currently 8%), All lenders are obliged to deduct 20% tax from the 8% compensatory interest included in any offer of settlement. Our Service Charge of 30% + VAT will be calculated on the Gross compensation received after the 20% tax deduction.

### Right to Cancel

You have the right to cancel this Contract at any time. You have the right to cancel this Contract within 14 days without giving any reason and without any charge (1).

To exercise the right to cancel you must inform us of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, e-mail or phone) via the above contact methods. To exercise to your right to cancel without charge, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired (14 days from the signing of the Contract). Please Note: The below charges only apply if you cancel after 14 days and before your claim is completed.

All fees shown below are case specific but not accumulative.

Stage	Description Of Stage	Cost To Cancel (exc VAT)
1	Within 14 day cooling off period – (Distance Selling Regulations)	No Charge
2	Initial Audit & Request For Information	Up to £100.00
3	Letter Of Complaint	Up to £200.00
4	Claim Processing – Correspondence with Lender & Case Management	Up to £250.00
5	Lender Offer Received	Up to Full-Service Charge
6	Appeal / Financial Ombudsman Process	Up to £500.00
7	FOS Offer Received	Up to Full-Service Charge

### Complaints Handling Procedure

Should you have a complaint you can contact us by any of the following methods: Post: You can write to us at the following address:

Post: Head of Complaints, Sanderson Drake Limited, Bres House, Bres Road, Llanelli, SA15 1UA. Email: You can email us at: [complaints@sanderson-drake.co.uk](mailto:complaints@sanderson-drake.co.uk) Phone: 01554 575000

We will acknowledge your complaint within 5 business days. We will try to resolve your complaint within 4 weeks. If we cannot resolve the matter within 4 weeks, we will give you a satisfactory explanation regarding the extra time required. Within 8 weeks of receiving a complaint we will send you a final response which will adequately address the complaint.

If you are not satisfied with our final response, then please refer to our full complaints procedure which can be found on [www.sanderson-drake.co.uk](http://www.sanderson-drake.co.uk) or can be provided upon request. If you are not satisfied with our response, or if a complaint is not resolved after eight weeks, you may refer the complaint to the Financial Ombudsman service.

You can contact them by any of the following methods:

Post: Financial Ombudsman, Exchange Tower, Harbour Exchange, London, E14 9SR Phone: 0800 023 4567 Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note Any complaint must be referred to the Financial Ombudsman service within 6 months of the date of our written final response.

### Need to Know

You have the right to shop around and consider using the Financial Ombudsman Scheme independently or Citizen Advice Bureau or directly claim yourself to the Third Party for free. You should also consider, and tell us, if you have any other means of pursuing the Claim including using any legal expenses insurance.