

Terms of engagement

These are the terms of engagement on which we will supply Services to you. Please ensure that you read these terms carefully and check that the details on the Letter of Authority and in these terms are complete and accurate, before you sign and submit the Letter of Authority.

Interpretation & definitions

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

- (a) "CIP" means the Customer Information Pack letter detailing Fees, Terms of engagement and dated the date set out at the end of these Terms.
- (b) "Claim" means the Claim for the negligent mis-selling of an Investment whether individual or collective to the Client pursued by Wentworth Andrews on behalf of the Client.
- (c) "Client" means the person(s) for whom Wentworth Andrews has been instructed to provide the Services for as identified in the CIP.
- (d) "Cancellation Charge" the charge payable by you for our time spent on your Claim at a rate of £100.00 per hour plus VAT and capped at £500.00 plus VAT per Claim which will be payable in the circumstances set out in Clause 5;
- (e) "Fee" means the fees agreed by the Client in clause 13 of this agreement for the Services.
- (f) "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 Investment.
- (g) "FSCS" means the body administering the Financial Services Compensation Scheme and its replacement from time to time.
- (h) "Wentworth Andrews" means Wentworth Andrews Ltd, company number: 09183368 and whose registered office is at The Coach House, Unit 42 St Mary's Business Centre, 66-70 Bourne Road, Bexley, Kent DA5 1LU.

- (i) "Services" means the assessment of a potential claim and the provision of advice and the handling of the Claim for any losses sustained by the Client in respect of mis-selling of the Investment/pension by the Firm.
- (l) "VAT" means the actual rate of VAT payable on any sums due hereunder as determined from time to time by HMRC. Wentworth Andrews Ltd VAT registration number is 193 322 805.

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

1. Appointment

- (a) In consideration of the Fee Wentworth Andrews 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 legal and/or financial advice from suitably qualified persons in relation to such issues.
- (c) We will not pursue a Claim where in our professional opinion there is no reasonable chance of success. We will notify you within seven (7) Working Days if we reach this conclusion.
- (d) We will not offer you any advice concerning your investment, pension, mortgage or protection arrangements. You should seek professional advice from a reputable individual or business which is authorised by the Financial Conduct Authority.
- (e) We will not offer you any regulated legal advice. You should seek professional advice from a reputable individual or business which is authorised by the Solicitors Regulation Authority.

- (f) Once we have received your completed and signed pre-contract and fact find document we will carry out an initial assessment based upon your responses and consider if it is in your best interests to pursue a claim. We will also assess whether any alternative routes would be better for you such as contacting the Financial Ombudsman Service (FOS) or Financial Services Compensation Scheme (FSCS) directly or instructing a solicitor. We will record our assessment decision and advise you of this in writing.
- (g) You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate to your claim for compensation. We will advise you after both our initial and full assessment of whether any alternative methods would be more appropriate for pursuing your claim. In particular you have the right to shop around and you should be aware of the free services provided by the Financial Ombudsman Service.
- (h) Our service does not include progressing any matter to civil court proceedings although you should be aware that this is an option that you are entitled to pursue in the recovery of compensation should the pursuit of a claim with us be unsuccessful. Before doing so however, you should seek professional advice from a reputable individual or business which is authorised by the Solicitors Regulation Authority in order to ascertain claim prospects and/or risks associated with litigation.

2. Rights and obligations of the Client

The Client by completing and signing the Letter of Authority gives Wentworth Andrews authority to deal with the Firm and/or FSCS on the Client's behalf and to obtain other relevant information from whatever source as necessary and:

- (a) will deal promptly with every reasonable request by Wentworth Andrews for authority, information documents and further instruction that Wentworth Andrews may from time to time require;
- (b) will promptly inform Wentworth Andrews of any matters affecting the Claim;
- (c) will pay the Fee due to Wentworth Andrews as applicable;
- (d) will in connection with any Claim promptly give notice to Wentworth Andrews in writing of any acceptance of any offer of redress made by the Firm 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) and then Client shall procure such details are verified by the Firm or FSCS;

- (e) hereby acknowledges and confirms all information supplied to Wentworth Andrews is true accurate and not misleading and repeats this representation each time information is supplied to Wentworth Andrews by the Client.

3. Rights and Obligations of Wentworth Andrews

Upon instruction of us, we will:

- (a) only undertake Claims where in the reasonable opinion of Wentworth Andrews there is a valid case;
- (b) use reasonable skill and care in the performance of the Services;
- (c) use reasonable endeavours to promptly notify the Client if the Claim is not to be pursued;
- (d) use reasonable endeavours to promptly notify the Client of the outcome of the Claim;
- (e) preserve confidentiality save as expressly or by necessary implication authorised to the contrary;
- (f) deal with all complaints in accordance with its published complaints handling procedure;
- (g) treat all personal information as private and confidential except where Wentworth Andrews 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 the Data Protection Act 1998 to their personal records held by Wentworth Andrews.

4. Liability

Wentworth Andrews will not accept liability for:

- (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 Wentworth Andrews 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 Wentworth Andrews by the Client; The client should only supply Wentworth Andrews with copy documents.

5. Payment of Fee(s)

The fee payable by you to us for the Services is set out below:

- (a) 20% plus VAT of any redress offer accepted by the client.
- (b) 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.
- (c) From the date of payment specified in the confirmation of payment by the Firm or FSCS or by any other means Wentworth Andrews shall be entitled to invoice the Client for the agreed Fee.
- (d) Your compensation will be paid direct into our client account. We will then pay to you the balance of your compensation after our fees have been deducted within fourteen (14) days This can be done by BACS or by cheque immediately when we receive it.
- (e) If you terminate the agreement in accordance with Clause 6 before we or you have received a Final Decision Letter from the Business or a decision from the Financial Ombudsman Service, you will be charged a Cancellation Charge where you cancel this Agreement. A full breakdown and invoice will be provided to you upon receipt of your notice to cancel.

The fee payable by you to us for the Services is more particularly described below as a percentage of Compensation:

Type of Claim	Fee Payable Before VAT	VAT Payable	Total Payable Fee	How much you receive
Mis-sold Pension	20%	20%	24%	n/a

Example	Based on us recovering £1,500 on your behalf: £300	£60	£360	£1,140
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6. Termination

- (a) Unless terminated or cancelled in accordance with these Terms, this Agreement will continue until we have completed the Services which will be when the Claim against the Business succeeds or fails.
- (b) You may terminate this Agreement by phone call: 079328 18342, email at wentworthandrews@gmail.com; or in writing to The Coach House, Unit 42 St Mary's Business Centre, 66-67 Bourne Road, Bexley, Kent, DA5 1LU:
- You are entitled to a fourteen (14) day cooling off period in which to cancel the contract and be entitled to refunds of any payments that he/ she has made to the business or in connection with any insurance policy, loan or other agreement taken in relation to the agreement, in accordance with Client Specific Rule 15 of the Conduct of Authorised Persons Rules 2014 ("CAPR");
 - if you change your mind at any time after the Cooling-off Period and wish to terminate in which case we will have the right to charge you for the Cancellation Charge or the Fee (if Compensation has been awarded);
- (c) The cancellation charge will be calculated at £100 plus VAT for every hour worked, capped at a maximum of £500 + VAT.
- (d) If you are entering into this Agreement jointly with another person, any notice of termination must be signed by both of you.
- (e) If this Agreement is cancelled once an offer of Compensation has been made to you, we will charge the Fee in accordance with Clause 5 of this Agreement.
- (f) We may terminate this Agreement at any time with immediate effect by giving you notice if:
- we find you have given us false information or acted fraudulently or if you break the contract in any other material way and you do not correct or fix the situation within 30 days of us asking you to do so, in which case we will have the right to charge you for the Cancellation Charge or the Fee (if Compensation has been awarded);

- you or, if this Agreement has been entered into jointly by two persons, one of you: (i) enter into an Individual Voluntary Arrangement; (ii) have a petition of bankruptcy issued against you; (iii) are adjudicated bankrupt; or (iv) dies.

7. 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 Wentworth Andrews execute any additional documents and do any other act or thing which may reasonably be required to give effect of these terms.
- (f) Wentworth Andrews 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 Wentworth Andrews. By instructing us you are consenting to us providing information about your case to such companies or individuals, if it is appropriate to do so.
- (g) Wentworth Andrews 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.

8. Acknowledgement and Agreement

I/We acknowledge receipt of the Customer Information Pack (“CIP”) and accept these terms of engagement with Wentworth Andrews.

Signed:.....

Name:

Dated:

Joint applicant signature (in the case of a joint claim)

Signed:.....

Name:

Dated: