

Introduction

Claims Management Partnership LLP (Also trading as CMP) provide Claims Management Services to consumers, who have been poorly advised by FCA (or its predecessors) regulated businesses. We use our expertise to ensure consumers receive fair redress with the minimum amount of hassle.

Who we are:

CMP is a limited liability partnership registered in England and Wales with company number OC417999. Our trading address (where you can contact us) is;
272, Bath Street, Glasgow, G2 4JR
Our telephone number is: 0800 6522095
email: enquiries@cmpllp.com
www.cmpllp.com

We are authorised and regulated by the Financial Conduct Authority in respect of regulated claims management activity (FRN 831387)

Representation:

You should be clear that the Financial Ombudsman Service (**FOS**) and the Financial Services Compensation Scheme (**FSCS**) are **FREE** services. To make a claim for compensation you are **not required** to use the services of a third party.

We can advise, and represent consumers who wish to make a complaint against a regulated firm. Whether this is a complaint to a regulated financial services firm, the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS).

To establish if you have an eligible claim we will need to establish that you received advice from a regulated firm and if this advice was negligent. Negligent advice can cover a variety of scenarios such as failing to disclose key information such as risks. You will need to provide us with copies of all documents relevant to your claim – please only send us photocopies not original documents unless otherwise specified.

If we consider there is evidence of negligence, we will advise on the best course of action. We will take you through the process including the estimated time to a decision and the possible compensation you can expect to receive.

We cannot guarantee the amount of compensation you will receive or the time taken for your claim to be processed but we will endeavour to offer you our full support throughout the process.

What happens next:

On receipt of your signed terms, letter of authority and following the 14-day cooling off period we will commence your claim. We will complete a telephone consultation and take a statement of dealings from you to establish the circumstances at the time of advice. This will take approximately 20 minutes.

Following this we will prepare your submission to the appropriate organisation, which will be submitted once you have checked and verified the details. You are responsible for providing us with information that is true and accurate to the best of your knowledge.

Fee Structure:**Success Fee:**

No upfront Fee:

Compensation Fee: Charge of 17.5% + VAT of any compensation received. See examples on page 7 of this document.

Fees & Cancellation Rights:

We will never charge you anything other than the above success fee if we are allowed to complete your case to its conclusion.

By entering this agreement with us you have a right to cancel. You may cancel that agreement without any charge being made by us to you if this is done within 14 days of signing, (the cooling off period). The cancellation can be provided to us verbally via phone number 0800 6522095 or by email; enquiries@cmpllp.com or in writing (cancellation form attached) to; 272, Bath Street, Glasgow, G2 4JR.

If you wish to cancel the agreement after the 14-day cooling off period has expired but before we have reached a conclusion to your case and where we have worked on your case, we would be entitled to charge you by the hour for any work that we have undertaken. Our current hourly rate is £75 + VAT.

CMP accept a significant risk that if a claim is unsuccessful we will not be paid anything for our time and advice.

IMPORTANT: These notes form part of and should be read in conjunction with our attached terms and conditions.

Terms of Engagement – your copy (TO BE RETAINED BY YOU OUR CLIENT)

Claims Management Partnership LLP (Also trading as CMP) of (Registered Address) 24, Bridge Street, Taunton, Somerset, TA1 1UB is authorised and regulated by the Financial Conduct Authority in respect of regulated claims management activity. FRN 831387. Registered in England and Wales. Company Reg No: OC417999
Tel: 0800 6522095 email: enquiries@cmpllp.com, web: www.cmpllp.com

1. Definition & Interpretation.

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 and Frequently Asked Questions (FAQs) information sheet and dated the date set out at the end of these Terms.
- (b) "Claim" means the Claim for the negligent mis-selling of either; a General Investment, a Pension Product, a Mortgage Product, whether individual or collective to the Client pursued by CMP on behalf of the Client.
- (c) "Client" means the person(s) for whom CMP has been instructed to provide the Services for as identified in the CIP.
- (d) "Fee" means the fees agreed by the Client in clause 12 of this agreement for the Services
- (e) "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 the product related to the Claim
- (f) "FSCS" means the body administering the Financial Services Compensation Scheme and its replacement from time to time.
- (g) 'CMP' means Claims Management Partnership LLP (Company No: OC417999) whose registered office is at; 24, Bridge Street, Taunton, Somerset TA1 1UB
- (h) "General Investment" includes shares, securities, stocks or structured products, bonds, investment funds, equity ISAs, unregulated collective investment schemes (UCIS's) or other investment backed savings products where you invest a lump sum or deposit regular savings with a view to getting a return.
- (i) "Pension Product" includes (not exhaustive) Annuities, Self-Invested Personal Pension (SIPP), Small Self-Administered Scheme (SSAS), Personal Pensions.
- (j) "Mortgage Product" includes (not exhaustive) all mortgages raised on properties whether owner occupied or buy to let. In addition, Endowment Mortgages and Pension Mortgages.
- (k) "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 by the Firm.
- (l) "Termination Date" means the effective date of termination of the Services in accordance with clause 7
- (m) "Terms" means these terms and conditions unless otherwise indicated.

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

2. Appointment

- (a) In consideration of the Fee CMP will provide 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 financial advice from suitably qualified persons in relation to such issues.

3. Rights and obligations of the Client

The Client by completing and signing the Letter of Authority gives CMP full authority to deal with the Firm and/or FOS / 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 CMP for authority, information documents and further instruction that CMP may from time to time require;
- (b) will promptly inform CMP of any matters affecting the Claim;
- (c) will pay the Fee due to CMP in accordance with Clause 6 or 7 as applicable;
- (d) will in connection with any Claim promptly give notice CMP in writing of any acceptance of any offer of redress made by the Firm or FOS or FSCS; or acceptance of any offer or receipt of any redress from the Firm or FOS 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 CMP is true accurate and not misleading and repeats this representation each time information is supplied to CMP by the Client.

4. Rights and Obligations of CMP

We will:

- (a) only undertake Claims where in the reasonable opinion of CMP 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. Details of how to complain are available on our website or on request at; 272, Bath Street, Glasgow G2 4JR
- (g) Complaints are to be addressed to The Complaints Officer, Claims Management Partnership LLP, 272, Bath Street, Glasgow, G2 4JR.
- (h) treat all personal information as private and confidential except where CMP 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 CMP.
- (i) In the event that you remain unhappy with the outcome of our handling of your complaint, you may wish to contact the Financial Ombudsman Service who's address is; Exchange Tower, Harbour Exchange, London, E14 9SR
You can get in touch with them on 0800 023 4567 or via their website; <https://cmf.financial-ombudsman.org.uk/contact-us>. The Financial Ombudsman Service is able to deal with complaints raised by members of the public, very small businesses, charities, clubs and trusts. Typically, you will need to raise a complaint with the Financial Ombudsman Service within six months of receiving a final response from us about your complaint.
- (j) A copy of our Complaints Procedure accompanies these terms.

5. Exclusions

CMP accepts no liability to the Client:

- (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 CMP's 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 CMP by the Client;
The client should only supply CMP with copy documents.

6. Payment

- (a) The Fee shall become due upon the acceptance by the Client of an offer of redress made by the Firm or FOS 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.
- (b) From the date of payment specified in the confirmation of payment by the Firm or FOS or FSCS or by any other means CMP shall be entitled to invoice the Client for the agreed Fee.
- (c) In the event the Client fails to pay the Fee within 14 days of the date of receipt of the invoice or 14 days of the date of the receipt of any payment from the Client, CMP shall be entitled to charge interest on the amount unpaid at the rate of 8% per annum until payment is made.

7. Termination

- (a) CMP shall have the right by giving written notice to the Client at any time to immediately terminate the continuing provision of Services under this agreement if:
 - (I) there occurs a serious material breach by the Client of any term of the agreement which is not remedied to CMP's satisfaction within 14 days of a written notice by CMP, specifying the breach and requiring it to be remedied; or
 - (II) the Client is adjudicated bankrupt or enters an Individual Voluntary Arrangement; or
 - (III) in the reasonable opinion of CMP has no reasonable chance of success.
- (b) The Client shall have the right to cancel this agreement by giving a clear statement either verbally by telephone (No. 0800 6522095) or via a letter sent by post or an email to CMP within 14 days of signing this agreement, you may use the attached cancellation form but it is not obligatory. For the avoidance of doubt the Client will not be responsible for any costs incurred by CMP should the agreement be terminated within such time frame.
- (c) After the expiration of the initial 14-day period referred to in clause 7(b) above but prior to redress being offered to the Client in respect of a Claim by the Firm or FOS or FSCS the Client may at any time terminate the acceptance of continuing Services under this agreement either verbally by telephone (No. 0800 6522095) or by serving written notice as provided for above to CMP, provided the Client pays CMP a reasonable fee in relation to work done to that date together with any reasonable disbursements incurred. In order to calculate the basis of this charge, it will be calculated by reference to time engaged undertaking work at the CMP hourly rate applicable at the date of these terms (currently £75 + VAT per hour).
- (d) Upon termination by the Client for any reason whatsoever (save clause 7(b)) all sums due to CMP under this agreement shall immediately become due and payable and clause 7(c) shall apply accordingly.
- (e) If the Termination Date occurs after redress has been offered by the Firm or FOS or FSCS to the Client in respect of the Claim, CMP shall be entitled to Claim the Fee (i.e. the purpose of this agreement has been fulfilled)

8. 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 CMP execute any additional documents and do any other act or thing which may reasonably be required to give effect of these terms.

(f) CMP have an obligation to keep the affairs of clients confidential. We may from time to time use external agencies or professionals to provide services to CMP. These may include solicitors and barristers. 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. If it is we will obtain your consent beforehand if you are expected to make any payments to the third party.

(g) CMP 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.

9. Introducer Fees

CMP may pay a referral fee to third parties where a case has been referred to us.

This fee may represent a provision of services and/or an agreed fixed amount and/or a percentage of the fees we generate in the event of a successful outcome. We may also agree to pay a fee to an introducer; regardless of whether we are instructed to act or even where a claim has been unsuccessful. These costs are borne entirely by and within the standard fee structure of CMP and the costs where applicable do not in any way affect our fees to you.

10. Permission to contact you

By engaging with us, you expressly give your permission for us to contact you via any of the contact mediums that you have provided. We will need to contact you during the claim or we may wish to contact you following the conclusion of this claim to provide details of developments relating to other potential claims which may be specifically relevant/beneficial to you. We will never share your details with any third parties and when we contact you by telephone, we will only contact you between the hours of 9am to 8pm, Monday to Friday, unless you have given us specific permission to contact you outside of these hours. You can withdraw or restrict this permission at any time by advising us of your wishes.

11. Fee

The success fee applicable is as detailed in clause 12 and you agree that this percentage shall be deducted from or in circumstances where the settlement is received by you directly, it will be required to be paid by you as per clause 6

12. Acknowledgement and Agreement

I/We acknowledge receipt of the Customer Information Pack (“CIP”) and these terms and conditions of business forms part of this agreement. By signing this agreement, I/We confirm that the fee structure applicable to my/our case against *(insert name of firm)* is shown below.

Client 1 Signature

Name

Date

Client 2 Signature (where applicable)

Name

Date

Fee Structure:

Success Fee:

No upfront Fee:

Compensation Fee: Charge of 17.5% + VAT of any compensation paid. In the event compensation is used to reduce a debt or is paid in anyway other than to CMP's client account you will be responsible for making payment to CMP within 14 days of the award, for an amount equal to 17.5% + VAT of the compensation paid.

Based upon a settlement award of £1,000 paid directly to CMP

A fee of £175 + VAT will be payable to CMP. At time of writing the VAT rate is 20% therefore, in this case, the VAT portion would be £35 making a gross charge of £210. This would leave you to receive the remaining £790 from CMP

Based upon a settlement award of £3,000 paid directly to CMP

A fee of £525 + VAT will be payable to CMP. At time of writing the VAT rate is 20% therefore, in this case the VAT portion would be £105 making a gross charge of £630. This would leave you to receive the remaining £2,370 from CMP

Based upon a settlement award of £10,000 which is paid by a lender to reduce an outstanding debt or to an account not relating to CMP

A fee of £1,750 + VAT will be payable to CMP within 14 days of the settlement. At time of writing the VAT rate is 20% therefore, in this case the VAT portion would be £350 making a gross charge of £2,100. This would leave you with your debt having been reduced by £10,000 however you would have to pay a fee to CMP from your own resources of £2,100.

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Cancellation notice

From; (*Insert name 1*)

From; (*Insert name 2 if a joint claim*)

Address 1;

Address 2 (If applicable)

DOB 1;

DOB 2; (if applicable)

To whom it may concern, in line with the terms and conditions of Claims Management Partnership LLP (also trading as CMP) please accept this as my/our notification that I/we no longer wish to continue to use the services of CMP.

I/we understand if I/we return this to you within 14 days of signing your terms and conditions you will cease to act for me/us and will not charge me/us for any work already carried out.

I/we understand it is my/our responsibility to ensure you receive this notice signed within 14 days to ensure that our agreement will cease.

Yours sincerely

(Insert signature 1)

(Insert date)

Client name 1

(Insert signature 2 if applicable)

(insert date)

Client name 2 if applicable

Complaints Procedure

At Claims Management Partnership LLP (Hereafter known as CMP) we aim to provide you with a service of the highest standard, if you are unhappy with our service in any way then you should contact us immediately and tell us about your concerns; we will do our best to put things right for you.

How to make a complaint

You can make a complaint by writing to us at;
The Complaints Officer, Claims Management Partnership LLP, 272, Bath Street, Glasgow, G2 4JR or by calling us on 0800 6522095 or by emailing us at; enquiries@cmpllp.com

What we will do once we receive your complaint

- (1) We will acknowledge your complaint in writing or by email within 48 hours. You will be provided with the contact details of the person handling your complaint and when you can expect to receive their response. Where possible, the person handling your complaint will not have been directly involved in the matter which is the subject of your complaint.
- (2) Within 4 weeks of receiving your complaint, we will:
- a) Write to you with our final response which will adequately address the subject matter of your complaint; or
 - b) Write to you to explain that our investigation has not been completed and provide you with an approximate timescale of when you can expect to receive our response.
- (3) Within 8 weeks of receiving your complaint, we will:
- a) Write to you with our final response which will adequately address the subject matter of your complaint; or
 - b) Write to you, explaining what has caused the delay in our investigation and when you can expect to receive our final response. We will also inform you that if you are unhappy with how the complaint has been handled at this stage, you are entitled to refer your complaint to the Legal Ombudsman.

What you can do once you have received our final response

If we have been unable to resolve your concerns then you can refer your complaint to the Financial Ombudsman Service (FOS).

If you wish to refer your complaint to the Financial Ombudsman Service this must be done within six months of our final response to your complaint. If you would like more information about the Financial Ombudsman Service their contact details are below:

Financial Ombudsman Service,
Exchange Tower
Harbour Exchange,
London,
E14 9SR
Telephone: 0800 023 4567

or via their website <https://cmf.financial-ombudsman.org.uk/contact-us>