

Terms of Business & Agreement for Professional Services

This Terms of Business ("Engagement") sets out the terms and conditions upon which the Client will engage Clear Housing Claims as the Client's Claims Management provider in connection with the proposed Services; YOU ARE NOT OBLIGED TO USE CLAIMS MANAGEMENT SERVICES. YOU MAY CLAIM FOR FREE DIRECTLY TO THOSE YOU HOLD RESPONSIBLE, OR TO A STATUTORY COMPENSATION SCHEME OR OMBUDSMAN.

1. The SERVICES

(a) Please refer to the Initial Disclosure Document, which forms part of our contractual obligations to clients, for further details of our services.

(b) Clear Housing Claims will provide analysis and Claims Management services to the Client regarding the potential liability of a Landlord in respect of substandard residential property, including the following;

- the timing and standard of housing repairs;
- the current condition of the rented property;
- the general conditions and circumstances required for a case to be brought against a Landlord;
- the choices available to the Client within the UK legal framework and the law firms best able to progress a case;
- if applicable, the appointment of, or introduction to, appropriate professional firms to support & effect legal action;
- Support in the accurate completion of claims documentation related to the above, to ensure that such claims are presented in the best light and supported with full and relevant documentation.

Clear Housing Claims shall offer no form of advice which constitutes reserved legal advice and does not undertake to offer any other services to the Client, other than those specified herein.

2. Scope of Engagement

(i) Clear Housing Claims shall not be responsible for providing legal advice relating to potential court actions in connection with the above Services and will offer appropriate referrals to legal professionals, where applicable.

(ii) Any conflicts of interest shall be declared to the Client and all affected parties and instructions determined or confirmed accordingly thereafter.

(iv) Clear Housing Claims will not be obliged to provide any other advice or services whatsoever unless it expressly agrees to do so in writing.

3. Fees and expenses

In consideration of its appointment and the provision of Services as described herein, Clear Housing Claims will be paid by the Client AS FOLLOWS:

Add here the range of possible charging styles (lowest and highest) that solicitors referred may charge

NO Fee is payable in the event that a case is unsuccessful. However, cancellation terms do apply as described below in the section headed 'CANCELLATION TERMS'.

CANCELLATION TERMS: The Client may cancel this agreement with Clear Housing Claims at any time within 14 days of the date of this Engagement, without cost or notice. Any fees paid under the agreement at this time will be refunded in full.

After 14 days; The Client has the right to terminate this agreement by giving written notice and in doing so, will be charged for the reasonable time and costs incurred by Clear Housing Claims up to that date, being the lower of either (a) fees at £750 per full calendar month since the date of this agreement and (b) £1,500. Clear Housing Claims retains the right to apply and demand the same above terms immediately in the event of material non-disclosure of facts relating to the Services, by the Client. Please refer to Standard Terms - 3. "Reliance upon Information" and to "Standard Terms - Termination".

4. Regulated Activities

Clear Housing Claims is a specialist provider of advice relating to Claims Management matters and is NOT authorised and regulated by the FCA in respect of conducting of investment business in the UK under the Acts, or Under the Conduct of Business Rules ("COBS") and Clear Housing Claims will offer no services falling under such definitions.

5. Standard terms and conditions

The acceptance by Clear Housing Claims of instructions from the Client under the terms herein may be subject to due diligence by Clear Housing Claims, approval by the Clear Housing Claims Principal and the Clear Housing Claims Standard Terms and Conditions ("the Standard Terms and Conditions"), which follow and form part of this Engagement Letter. Words and expressions defined in this Engagement Letter will (except where the context otherwise requires) have the same meanings as such words and expressions set out therein. In the event of conflict, perceived or actual, between the provisions of this Engagement Letter and the Standard terms and conditions, the former will apply.

6. General

This Engagement Letter does not affect or influence any other agreement which Clear Housing Claims may, from time to time, enter into with the Client in respect of any other transaction or matter, nor does this Engagement Letter oblige Clear Housing Claims to enter into any other agreement for services.

Please note that by entering into or performing its obligations under this Engagement Letter, Clear Housing Claims is not representing that it is or will be possible for the Services to proceed to a desirable conclusion. All merits of the Client's claim(s) are specific to the individual Client's case, the evidence available and Clear Housing Claims's views on the merits of any case may change as Clear Housing Claims becomes aware of additional facts, evidence or circumstances. Clear Housing Claims may be dependent upon the Client to ensure that complete supporting information, documentation, client records and data is provided in each case and Clear Housing Claims will clearly set out what documentation or file information is required to enable it to fully provide the Services. For the avoidance of doubt, in the event that Clear Housing Claims is described henceforth, whether in any document

Standard terms and conditions

1. Authorities

a) Clear Housing Claims is authorised by the FCA to hold and direct client monies. Any such monies to be sent to Clear Housing Claims in error under the terms of this engagement or otherwise will be immediately returned.

2. Client Information

The Client undertakes that he/she will promptly provide or procure to Clear Housing Claims, all documents and information concerning the Client's affairs which is or could reasonably be expected to be relevant to the client's claim, for the proper provision of the services under the Engagement.

3. Reliance upon Information

Where the Client supplies information or documentation to Clear Housing Claims in the context of any Service or matter connected with the Engagement, Clear Housing Claims may rely entirely upon such information without assuming any responsibility for independent investigation or verification thereof.

The Client warrants and undertakes that such information or documentation when taken as a whole and each statement of fact therein will be true, fair and accurate and not misleading, that statements of opinion, intention or expectation therein will be honestly held and fairly based and that there will be no facts not disclosed therein which by their omission make any statement therein incomplete or misleading.

4. Use of material

Any reports or papers produced by or on behalf of Clear Housing Claims for the Client, in draft and/or final form, will be for the Client's exclusive use and are prohibited from distribution to other persons (other than the Client's other professional advisers of whom Clear Housing Claims has been informed) unless otherwise agreed by Clear Housing Claims in writing.

5. Confidentiality

The Client agrees and acknowledges that the information and opinions given by Clear Housing Claims are provided solely for the Client's benefit and may not be used or relied on for any purpose other than for any transaction or matter connected with the Engagement nor released or conveyed to any other person without Clear Housing Claims's prior written consent. Neither party hereto will, during the continuance of this Engagement or after its termination, disclose to any person, firm or company whatsoever except with the authority of the other party or unless properly required to do so by any regulatory authority, government body or court of law. Any information relating to the business, investment, finances or other matters of a confidential nature to the Client (other than information which has come into the public domain other than through its own default) of which it may in the course of its duties hereunder or otherwise have become aware and each party hereto will use all reasonable endeavours to prevent any such disclosure as aforesaid. The Client acknowledges and accepts that Clear Housing Claims may be prohibited from disclosing, or that it may be inappropriate for Clear Housing Claims to disclose, information to the Client by reason of law or duties of confidentiality owed to other persons by law. The Client agrees that Clear Housing Claims may, if appropriate and on a confidential basis, provide any other Client or firm with which Clear Housing Claims is associated or any of their respective professional advisers, with relevant information about the Client or the Engagement, which could assist in the provision of services in connection with the Engagement.

6. Indemnity

The Client irrevocably and unconditionally agrees to indemnify and hold harmless Clear Housing Claims and (in accordance with the Contracts (Rights of Third Parties) Act 1999) each Clear Housing Claims employee or appointee from all or any losses, claims, damages, charges, expenses or liabilities arising from services NOT directly provided by Clear Housing Claims.

7. Force majeure

In the event of any failure, interruption or delay in performance of Clear Housing Claims's obligations resulting from acts, events or circumstances not reasonably in Clear Housing Claims's control including, but not limited to, any international crisis,

act of terrorism, outbreak of hostilities, adverse change in national or international financial, monetary, economic, political or market conditions, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, Clear Housing Claims will not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the Client as a result.

8. Termination

Either Clear Housing Claims or the Client may terminate the Engagement at any time under these terms and conditions by giving notice in writing. Termination will be effective upon receipt of such notice unless agreed otherwise. Termination of this Engagement will be without prejudice to any rights, remedies or continuing obligations, in relation to fees and expenses, indemnity, confidentiality, or this paragraph which will continue with full force and effect.

9. Recording of telephone conversations

Clear Housing Claims is required by its regulator to use voice recording procedures ('call recording') when, inter alia, receiving instructions or orders or when giving instructions. As such, ALL calls to and from Clear Housing Claims are recorded. Such recordings will be the sole property of Clear Housing Claims and will be kept confidential other than to assist in the resolution of any relevant dispute, or as required by law or by regulatory authority, in either case, where reasonable, Clear Housing Claims will endeavour to give prior notice of such disclosure to the Client.

10. Managing conflicts of interests

Clear Housing Claims has put in place systems, controls, procedures and business relationships which are designed to ensure that it serves its clients best interests. This requires it, more particularly, to identify and manage the conflicts of interest which could arise, surrounding its services. The way Clear Housing Claims manages the Services is designed to ensure that no conflicts arise, by committing that:

1. Clear Housing Claims will refuse any instruction which would result in a client (individual or firm) acting against the interests of another client (individual or firm).

2. Clear Housing Claims identifies any new conflict risks as they arise and discloses the same to all involved parties.
3. Clear Housing Claims will immediately dis-instruct any supporting person or firm who is found to be conflicted in respect of the best interests of the Client and the Services.

11. Miscellaneous

Money Laundering: Clear Housing Claims has statutory obligations under its own regulation and the UK Money Laundering legislation and in fulfilment of these obligations will make such enquiries and obtain such references as it considers necessary and make such further enquiries and obtain such further references as from time to time it considers necessary for continuing compliance with its statutory obligations under such legislation. The Client agrees to co-operate with Clear Housing Claims with regard to Clear Housing Claims's compliance with these (and any other) statutory and regulatory obligations.

Financial Ombudsman and the Compensation Scheme: The Client acknowledges that the services provided by Clear Housing Claims herein are covered by the Financial Services Compensation Scheme in the event of default and that the Financial Ombudsman has jurisdiction to resolve any complaints or disputes.

Complaints: In the event that the Client has any complaints in respect of the services provided pursuant to this Engagement, the Client should inform Clear Housing Claims in writing of the details of the complaint, which will be investigated by a director and a full response provided within 28 days.

Entire agreement: This Agreement sets out the entire agreement and understanding between the Client and Clear Housing Claims in connection with the appointment of Clear Housing Claims in relation to the Services. Variations: No variation of this Engagement will be valid unless it is in writing and signed by a duly authorised person on behalf of each of the parties hereto.

Assignment: The Client agrees that it will not transfer, charge, or otherwise seek to deal in any of its rights or obligations under this Engagement without the prior written consent of Clear Housing Claims.

Governing Law: This Engagement will be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the courts of England and Wales.

Issued by Raymond Vincent Baker - Director, Elsworth Associates Ltd t/as Clear Housing Claims

Standard Terms updated September 2022.
