

TERMS AND CONDITIONS

THIS AGREEMENT IS MADE BETWEEN:-

- (1) Benefit Answers of 10a South Preston Office Village, Bamber Bridge, Preston PR5 6BL ("the Company"), and
- (2) ("the Applicant")

This agreement is a binding legal contract between you and the Company. Before you sign, please read everything carefully. You should read the conditions carefully and ask us about anything you find unclear.

The Applicant instructs THE COMPANY to act on his/her behalf in all matters arising out of his/her application for benefit. THE COMPANY agrees to act for the Applicant on the following terms and conditions:-

1. WHAT IS COVERED BY THIS AGREEMENT

- Any claim or claims for a means tested or non means tested UK welfare benefit or benefits
- Any reconsideration(s) or appeal(s) for means tested or non means tested UK welfare benefits including an appeal(s) to a First Tier or Upper Tribunal.
- Any proceedings taken to enforce a decision

2. CONTINGENCY FEES:

The fees of THE COMPANY are payable by the Applicant on a contingency basis (no-win, no fee). We charge a fixed fee from £0 up to £375 then a percentage on amounts won for you for each successful award of benefit. The fixed fee is not applied to any amount of arrears over £375. Our fees are as follows and are all plus VAT at the current rate:

Up to £375	£150 fixed fee
£376 to £3000	40% of the amount of arrears.
£3001 to £6000	37.5% of the amount of arrears.
£6001 to £9000	35% of the amount of arrears.
Over £9001	32.5% of the amount of arrears.

Our fee will be calculated as a percentage of the gross arrears you receive before any deductions for outstanding loans or overpayments. This includes payments up to and including the date you receive the arrears of the benefit UNLESS we have agreed to do otherwise in writing. This agreement applies to each and every individual claim you ask us to assist you with. Confirmation of a decision by the DWP, verbal or otherwise, shall be considered as sufficient proof of an award of benefit. Under such circumstances THE COMPANY shall be entitled to calculate the arrears of benefit to determine the fee payable under this agreement. Disbursements may be added in accordance with clause 7 below. **Please do note all fees are exclusive of value added tax which will be added at the then current rate.**

3. CONDITIONS OF GUARANTEES

The Applicant will disclose any and all information to THE COMPANY that is needed to enable THE COMPANY to perform their duties. You must deal promptly with every reasonable request from THE COMPANY for information and documents and further instructions that we may from time to time require. In particular but not exclusively you must:

- Provide us with all the necessary and accurate details and documents as requested to progress your case
- Immediately inform us of any changes in your circumstances; particularly change of address or telephone number
- Immediately advise us of ANY and ALL letters that you receive in connection with your claim. You must send us copies of all letters when requested to do so and return forms or documents that are sent to you for signing or approval without delay and by first class post or email
- Tell us immediately about any medical examinations or decisions on your claim.
- If the DWP, the Tribunals Service or any other body connected with your claim or appeal contact you by telephone you should not discuss the matter with them but advise them to call us

Failing to comply with any of the above may cause THE COMPANY to terminate this Agreement forthwith and the applicant may be liable to a charge as stipulated in clause 4 below.

4. TERMINATION.

(a)The Consumer Protection (Distance Selling) Regulations 2000 (updated 2014) give you the right to cancel this agreement within a period of fourteen "working days", beginning the day after the contract was signed. To meet the deadlines for submission of a claim, reconsideration or appeal services may commence before the end of the cancellation period. If you do choose to cancel the agreement within this time frame and the service has already started, you could be charged for the service that you have had the benefit of. The notice of cancellation must be in writing but may be given in any of the following ways:

- posting the notice to our registered office
- emailing the notice to info@benefitanswers.co.uk

(b)If the Applicant terminates or breaches the agreement after the end of the period stipulated above but before the case is won or lost, the Applicant may be liable to pay our costs to the date of termination at the rate of £30 per hour.

(c)We have agreed to act on your behalf without payment and this agreement has been made without knowledge of the pattern the case will follow before it ends. We are potentially acting for you without payment for our advice and assistance and we can

therefore end the agreement at any time. THE COMPANY reserves the right to terminate this agreement on giving written notice of termination to the last known address of the Applicant if the Applicant is in breach of this agreement or any other agreement with THE COMPANY, if the Applicant becomes bankrupt or the Applicant dies.

5. DURATION OF AGREEMENT

This agreement shall continue in force unless and until terminated in writing by either party (see 4 above)

6. PERFORMANCE

Any dates given by THE COMPANY to attend tribunals, home visits, interviews etc. are given in good faith and without obligation. Whenever possible we will prepare a written submission for a Tribunal considering your appeal to ensure they deal with all the issues we have identified. Please note that failure to do so **does not** invalidate this agreement. For the purposes of this agreement "representation" is taken to mean the submission of a written presentation to a Tribunal or any other body.

7. LIMITATION OF LIABILITIES AND INDEMNITY

(i) If an appointment is made to visit or telephone the Applicant which is either cancelled or voided through no fault of THE COMPANY then the Applicant will be liable to a cancellation charge of £25 for each and every such appointment.

(ii) THE COMPANY operates standard invoice terms of 7 days and in signing this agreement you agree to those terms. Any payments not received within 7 days of the date of our FINAL invoice (which is only issued once arrears have been paid to you) may incur a late payment charge, plus interest at 8% over base rate (Late Payment of Commercial Debts (Interest) Act 1998 as amended 2002)

We accept payment by credit or debit card. Should we incur additional costs to recover money due to us under this agreement we reserve the right to add these costs to the sum due to us.

(iii) Any service you receive from the Benefit Answers will be confidential and impartial. No agreement will be entered into with a third party without your consent being obtained. We accept no liability for any loss suffered by the applicant by entering into this agreement and any claim by way of consequential damage arising out of any act or omission by THE COMPANY is specifically excluded.

(iv) We operate a complaints procedure and if you have any problems with the service you should contact us as soon as possible. If you don't say anything until we have completed work on your behalf we may not be able to look into it. Full details can be found at https://docs.google.com/document/d/1xLABY8AdpETcVcn4t1_hHuLVBUyCk6tg/edit?usp=sharing&ouid=103096865539061597938&rtopof=true&sd=true

(v) We will ask for your personal data to submit your legal claim for benefit **and in signing this agreement you consent to our using your data for this purpose and this purpose only**. Your data will not be shared with any third parties. We aim to protect your personal data. Our data protection policy can be found here

https://docs.google.com/document/d/1e9R_ZbO6iNNr8bVZZqlqbq4RSoAHw_0j/edit?usp=sharing&ouid=103096865539061597938&rtopof=true&sd=true and

https://docs.google.com/document/d/1Mwo5073DTPsJpsK6QJctY9oExsNHLx_6/edit?usp=sharing&ouid=103096865539061597938&rtopof=true&sd=true

and this also includes details of how you can revoke your consent at any time and obtain a copy of the data we hold about you. We only retain scanned copies of documents so we ask that you let us know if you want any original documents to be returned to you at the time of sending them to us.

(vi) Should the benefit payment be a joint claim, with regard to this agreement liability for payment shall be joint and several.

(vii) English Law shall govern this agreement and the Applicant submits to the non-exclusive jurisdiction of the English courts.

(viii) No addition or modification of this agreement shall form part hereof unless made or accepted by THE COMPANY and the Applicant in writing

(ix) Any provisions of these conditions held by a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions

8. NEGOTIATIONS

All negotiations must be conducted through The Company. The Applicant irrevocably agrees to pay THE COMPANY all monies due under the terms of this agreement in accordance with this irrevocable authority. In signing this agreement you give implicit consent to our submitting a mandatory revision, appeal, tribunal enquiry form or appeal to Upper Tribunal on your behalf - you will be advised before we do this and a copy of any such application will be provided to you on request.

The Applicant hereby confirms that he/she accepts the terms and conditions as set out above and instructs THE COMPANY to act on his/her behalf.

Signed (Applicant)

Dated.....

PRINT NAME (Applicant)

Signed (for THE COMPANY)*

Dated.....

*unless signed electronically by customer