# Contingency Fee Agreement



This agreement is a legally binding contract between you and St Helens Law Ltd.

Agreement Date :
We, the legal representative : St Helens Law Ltd You, the Client :

#### What is covered by this agreement

Your claim for business interruption payment

#### What is not covered by this agreement

Any action you wish us to take in relation to a re-opening or review of the decision and any appeal against a decision made by the Financial Services Ombudsman.

#### **Paying Us**

If you are awarded a payment of compensation for your business interruption losses from your insurer you pay us a sum equivalent to 20% of that sum plus VAT.

If you lose the case you do not pay us anything.

If you end the agreement before the Financial Services Ombudsman or Insurer make a decision with regard to whether or not to award you a payment, you are liable to pay our costs at the rate of £350.00 per hour with letters and telephone calls charged at £35.00 per 6 minute unit or part thereof. All of these figures attract VAT at the rate that applies when the work is done.

For what happens if we end the agreement before the Financial Services Ombudsman or Insurer make a decision with regard to whether or not to award you a payment, please refer to paragraph 5.

## 1. Our Responsibilities

We must always act in your best interests in pursuing your claim for a refund and obtaining for you the best possible results.

# 2. Your Responsibilities

You must give us clear instructions that allow us to do our work properly; you must not ask us to work in an improper or unreasonable way; you must not deliberately mislead us; you must cooperate with us when asked.

### 3. What happens if you win

If the Financial Services Ombudsman or insurer award you a refund, you pay us a sum equivalent to 20% plus VAT. You agree that we may receive the monies here. If the Financial Services Ombudsman or insurer refuse to accept our receipt, you will pay the cheque you receive into a joint bank account in your name and ours. Out of the money you agree to let us take a sum equivalent to 20% plus VAT of the refund. You take the rest.

### 4. What happens if you lose

If you lose you do not have to pay us anything.





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## 5. What happens when the Agreement ends before the case itself ends

You can end the Agreement at any time. You are then liable to pay us our costs incurred up to the date you end the Agreement, calculated at the hourly rate.

We can end the Agreement if you do not keep to your responsibilities in condition 2. You are then liable to pay us our costs incurred up to the date the Agreement ends, calculated at the hourly rate.

We can end the Agreement if we believe that you are unlikely to obtain a refund from the Financial Services Ombudsman or Insurer and you disagree with us. You do not have to pay us anything.

We can end the Agreement if you reject our opinion about accepting compensation a refund from the Financial Services Ombudsman or insurer. You are then liable to pay us our costs incurred up to the date the agreement ends calculated at the hourly rate.

## 6. What happens after the agreement ends

After the agreement ends we will inform the Financial Services Ombudsman or Insurer that we are no longer acting as your representative. We have the right to preserve our lien over any property of yours in our possession unless any money owed to us under this agreement is paid in full.

SIGNED(for St Helens Law Ltd)	DATED
SIGNED	DATED
Position In Company	
Ref : HN/MEDIATION /	



