



Doorstep Refunds

a part of **HT** **HT Legal**
solicitors

Doorstep Refunds
Suite 106, Stamford House
Northenden Road
Sale
M33 2DH

Tel: 0161 388 7282
Email: help@doorsteprefunds.co.uk

Strictly Personal

Name:

Address:

Dear

Re: Your mis-sold credit complaint

Thank you for instructing us to act on your behalf in relation to the above matter. Everyone here will do their best to see that everything proceeds as smoothly as possible. Enclosed is our Terms of Business and a No Win No Fee / Damages-Based Agreement (DBA) which, together with this Client Care Letter, will form the agreement between us. Please read the DBA and our Terms of Business carefully.

Whilst your continuing instructions will indicate acceptance of these terms, for reasons of clarity we would be grateful if you could sign and return the enclosed Client Declaration, as well as one copy of the DBA, to confirm that you would like us to start work immediately.

Your instructions

You have instructed this firm to submit a complaint to your lender(s) in respect of mis-sold credit.

We have advised you to ensure that you keep a copy of all documentation sent to you for your records. We have also advised you that in signing the enclosed Letter of Authority and/or Client Declaration, you acknowledge that you can make this complaint free of charge yourself but that you have chosen to instruct Doorstep Refunds, a part of HT Legal Limited, to bring it on your behalf.

It is important that the firm has your up to date contact details at all times. If you should change your name, address, or telephone number, please let us know as soon as you can.



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Our initial advice to you

Following the information you have provided and upon reviewing your case, there is sufficient grounds for your complaint, the reasons are outlined below:

1. Your Credit was not affordable
2. Insufficient checks were performed before approving your Credit
3. You had multiple Credit from the same or similar providers making this type of Credit inappropriate

Please note these are only three points and we have used all other relevant information from your questionnaire to reinforce your complaint.

Exaggeration

We are obliged to inform you that exaggeration of any aspect of your complaint could lead to the Financial Ombudsman denying you any compensation that you could otherwise be entitled to.

Next steps and action plan

The work that we will undertake on your behalf is as follows:

1. Your complaint will be submitted to your Lender, and you may receive a phone call from them over the up and coming days. If you wish not to speak with them directly over your complaint, simply explain to the advisor that Doorstep Refunds are representing you in your complaint and ask them to contact us.
2. The Lender will normally send an acknowledgment to both you and us within 2 weeks of receiving your complaint (which states they have received it). We will inform you once we receive an acknowledgement or chase the lender if an acknowledgement is not received.
3. Once your complaint has been acknowledged, the lender has a further 8 weeks to process the complaint, which will result in a final letter of response. We will advise you on outcome of the lender's final response and any further steps that you should consider taking. Please note that due to covid restrictions causing staffing and operational issues, many lenders are currently experiencing delays in complaint resolution. You may find that it could take longer than the usual 8 weeks for the lender to complete the complaint process – we thank you in advance for your patience if this is the case.
4. We will also investigate whether we consider you are eligible for other complaint types when reviewing your documentation.



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Do not worry we will make the process as simple as possible for you. We will also keep you updated throughout your complaint via text/email and in some cases by phone.

Responsibility for the work

Your matter will be handled by our Financial Mis-Selling Team will be responsible for your matter on a day-to-day basis. Details of our Financial Mis-Selling Team are set out below:

Email address	Telephone number
help@doorsteprefunds.co.uk	0333 242 3116

Tony Carter, who is a Solicitor and Director at this firm, is the supervisor and the person with overall responsibility for your matter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly of any change and the reason for this.

Risk and likely outcome of your matter

On the basis of the evidence that we currently have available, our view is that your case has a reasonable prospect of success. Our assessment is set out above in this letter under the section titled 'our initial advice to you'.

We are therefore prepared to enter into a Damages-Based Agreement with you as already discussed. Should the case change, and particularly if it transpires that you have failed to disclose any relevant information to us, we reserve the right to withdraw from the Damages-Based Agreement and you may become liable to pay our past and future fees on a private basis.

It is important that you are satisfied that the cost of retaining this firm as solicitors is justified by the benefits you hope to secure as a result of the work that we will carry out on your behalf. Please do ask at any time for further details you need but otherwise we will assume that you are content with this position.



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Funding agreement (no win, no fee)

We have agreed to proceed with your complaint against the Defendant by way of a **No Win, No Fee** agreement known as a Damages-Based Agreement (DBA).

This is the binding legal agreement between HT Legal Limited and you, which confirms that your case is being dealt with on a 'No Win No Fee' basis. In the event that your claim is unsuccessful, then this document confirms that Doorstep Refunds, a part of HT Legal Limited, will waive their fees conditional upon you complying with our advice and the terms of the DBA.

Likely overall cost

Under the terms of our agreement set out below, you will not have to pay any costs out of your own pocket. If you are unsuccessful, then we waive our fees.

If you are successful, then we are entitled to payment of our fee for 'winning' which is set at **36% inclusive of all charges or taxes**. For example, if you are awarded £1,000, then our fee will be £360 with no more hidden charges.

Costs in the event that you terminate or breach the 'no win no fee' agreement (DBA)

In the event that you terminate or breach the terms of our Damages-Based Agreement with you, our basic charges are calculated by reference to the amount of time that we spend on the matter together with any related disbursements.

Routine letters and telephone calls will be charged at 10% of the hourly rate (plus VAT); other work will be charged for on a time spent basis in units of one tenth of an hour. Our hourly charges rates are as follows:

Director/Solicitor (8+ years PQE): £317.00
Solicitor (4+ years PQE): £242.00
Solicitor (0-4 years PQE): £196.00
Trainee Solicitor/Paralegal: £126.00

We are sure you will appreciate some guidance on the likely overall costs, should you become liable to pay our fees at our hourly rates. It is impossible at this stage to provide an accurate estimate of the overall cost of the matter as it depends on numerous variable factors.



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Timescales

A typical claim of this type takes around 12-16 weeks. Please note that this is an estimate only and is not a fixed or binding timescale and that your case may take shorter or longer than the estimated timeframe.

Cybercrime warning

Please do not act on any communication you may get suggesting that our bank details have changed without checking with us first. Sadly, there are fraudsters operating nowadays who are hacking into private individual's computers asking clients to forward monies to fictitious bank accounts. Please contact us using the contact details provided in our Terms of Business if you receive this kind of communication, do not use any contact details provided in that communication as those communication details may also be fictitious.

Your identity

Please can you supply us with evidence of your identity and address by providing **one** document from both lists below:

LIST A – DOCUMENTS TO EVIDENCE YOUR IDENTITY

- Current signed passport
- Current UK or EEA photocard driving licence
- EEA member state identity card
- Full old-style driving licence
- Benefit book or original notification letter from Benefits Agency
- Firearms or shotgun certificate
- Residence permit issued by the Home Office to EEA nationals on sight of own country passport
- National identity card bearing a photograph of the applicant
- Original birth certificate (UK birth certificate issued within 12 months of the date of birth in full form including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces)



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LIST B – DOCUMENTS TO EVIDENCE YOUR ADDRESS

- Utility bill (gas, electric, satellite television, landline phone bill) issued within the last three months
- Local authority council tax bill for the current council tax year
- Current UK driving licence (but only if not used for the name evidence)
- Bank, Building Society or Credit Union statement or passbook dated within the last three months
- Original mortgage statement from a recognised lender issued for the last full year
- Solicitors letter within the last three months confirming recent house purchase or land registry confirmation of address
- Council or housing association rent card or tenancy agreement for the current year
- Benefit book or original notification letter from Benefits Agency (but not if used as proof of name)
- HMRC self-assessment letters or tax demand dated within the current financial year
- NHS Medical card or letter of confirmation from GP's practice of registration with the surgery

Personal data received from you in accordance with this section of the client care letter, will only be used for the purposes of identifying you and preventing identity fraud unless use of that data for another purpose is permitted by law or you have consented to us using this data for another purpose.

Service standards

- We operate systems throughout our office, insisting that all our staff meet certain standards with regard to client care.
- These standards include:
- Sending you copies of important correspondence;
- Returning your telephone calls during the course of the same day, if possible;
- Dealing with correspondence of any sort promptly;
- Writing letters to you and others in plain and concise language; and
- Dealing with you and all persons with the same attention, courtesy, and consideration regardless of race, color, ethnic or national origins, sex, creed, disability, or sexual orientation.



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Responsibilities

Our responsibilities:

In line with our responsibilities as your solicitor in this matter, we will endeavour to:

- Provide you with regular up-dates on the progress of your matter;
- Notify you of any developments that affect the overall cost of your matter;
- Always act in your best interests; and
- Advise you as to whether the expected outcome justifies the overall costs and any other risks.

Your responsibilities:

As a client of this firm, you will have the responsibility to:

- Notify the firm if any of the information you have provided, at any stage, is false, inaccurate, or misleading;
- Advise us of any change in your circumstances that may result in you being unable to pay our fees;
- Respond to all correspondence within a reasonable time;
- Provide us with clear and timely instructions; and
- Pay our bills and disbursements without delay.

What you need to do now

We hope that this letter explains the way in which your matter will be handled. To allow us to start work immediately, could you please now:

1. Read the Client Declaration
2. Sign the No Win No Fee Agreement/Damaged Based Agreement (DBA),
3. Sign the Letters of Authority
4. Provide us with **two** of the documents referred to under the heading 'your identity' to establish your identity and address.

Please do not send original forms of identity to us, please provide photocopies or send a photo of the document to help@doorsteprefunds.co.uk along with your full name and reference number of you have been provided with one. If you have any issues with providing the forms of identity to us, please contact let us know ASAP.

We look forward to being of assistance to you.

Yours sincerely,

Financial Mis-Selling Team
Doorstep Refunds Ltd
A part of HT Legal Limited



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NO WIN NO FEE - DAMAGES-BASED AGREEMENT (DBA)

PARTIES

- (1) HT Legal Limited - Clarendon Chambers, 5a Market Place, Hyde, Cheshire SK14 2LX (Head Office).
- (2) The Client – as named on the 'Signatures' section of this Agreement.

BACKGROUND

(A) This Agreement is a Damages-Based Agreement within the meaning of section 58AA of The Courts and Legal Services Act 1990 and the Damages-Based Agreements Regulations 2013(SI 2013/609).

(B) This Agreement contains the terms and conditions upon which we agree to act on your Dispute (as set out in clause 3 of this agreement) on your behalf on a contingency basis, so that we will be paid the agreed percentage of your win (see clause 6 below) but will receive nothing if the Dispute is lost.



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1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Defendant(s): The Lender

Lose: no settlement is reached between you and your opponent and/or the Financial Ombudsman or a Court decides against you in respect of all of your Dispute.

We: HT Legal Limited

Win: either the Financial Ombudsman or a Court decides in your favour in respect of one or more of your Disputes or you accept an offer of settlement made by the Defendant(s).

You/Your: The Client

Dispute: your Dispute of mis-sold credit

2. THE PURPOSE OF THIS AGREEMENT

2.1. You enter this Agreement with us for the pursuit of your Dispute against the Defendant as follows:

2.1.1. Your Dispute against the Defendant for damages for relief pursuant to the Consumer rights act 2015 (or the unfair contract terms act 1977 pre 2015) and CONC 5 .3.1

3. WHAT THIS AGREEMENT DOES NOT COVER

3.1 This Agreement is limited to pursuit of your Dispute identified in clause 2 above and does **not** cover:

3.1.1. Any dispute or counter claim that the Defendant may bring against you;

3.1.2. Any appeal that you may make against the final judgment or order; and

3.1.3. Any enforcement proceedings the Defendant may bring against you.



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4. OUR DUTIES UNDER THIS AGREEMENT

- 4.1. Subject to our professional duty to the Court, we will act in your best interests in pursuit of resolution of your Dispute. We will discuss the process with you, advise you on how to proceed and whether to accept any offer of settlement that the Defendant may make. We may decide if your Dispute no longer fits our acceptance criteria.

5. YOUR DUTIES UNDER THIS AGREEMENT

- 5.1. So that we can do our job under this Agreement, you must co-operate with us always when required to do so and promptly provide information and documents that we may ask for. You must not mislead us (which includes providing us or the Financial Ombudsman or Court with any inaccurate or untruthful information) or ask us to work for you in an unreasonable or improper way. You are not to correspond with the Defendant in relation to your Dispute and must notify us immediately if you receive communication from the Defendant. Should you move home during this case you must notify us in writing within seven days of moving.
- 5.2. You must attend any hearings when required to do so.

6. IF YOU WIN

- 6.1. If you win, you agree to pay us a 36% share of any money and any non-monetary award or settlement received net of any costs awarded. This figure includes all charges or taxes. This does not include the expenses that you are responsible for in accordance with the terms of this Agreement.
- The reason for the setting our fees at this level is as follows:
 - 6.1.1. The Dispute has not yet been accepted or rejected within the internal complaint's procedure;
 - 6.1.2. We agree to fund the Court fees and our costs of dealing with the Dispute itself and await costs recovery until conclusion of the Dispute; and
 - 6.1.4. If this Dispute is worth less than £10,000 you will not be entitled to costs from the unsuccessful party.
- 6.2. You agree that we may receive any financial award the Defendant is ordered to pay to you. If the Defendant refuses to make payment to us and insists on paying you direct, you agree that you will pay us by cheque or bank transfer within 7 days of receipt by you.



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7. IF YOU LOSE

- 7.1. If you lose your Dispute, you do not have to pay any costs unless you have misled us, the Financial Ombudsman, or the Court or any ATE insurer.

8. EARLY TERMINATION OF THIS AGREEMENT

- 8.1. In entering this Agreement it is our intention to reach a successful conclusion of your Dispute either before the Financial Ombudsman or the Court or through settlement. However, there are circumstances in which either one of us may wish to end this Agreement before then.
- 8.2. Apart from the circumstances in clause 8.3, you may terminate this Agreement at any time. However, you are then liable to pay our costs (as explained in the section headed '**costs in the event that you terminate or breach the 'no win no fee' agreement (DBA)**' in our Client Care Letter) and the expenses incurred up to the date of termination calculated as set out in clause 10 below, within one week of delivery of our invoice to you.
- 8.3. You agree not to terminate this Agreement after any settlement has been agreed or in the seven days before a Court hearing.
- 8.4. We can end this Agreement if we consider that:
 - 8.4.1 you have not behaved reasonably, for example because you fail to meet your obligations as set out in clause 5;
 - 8.4.2 your claim no longer fits our acceptance criteria;
 - 8.4.3 you are unlikely to win and you disagree with us; or
 - 8.4.4 you have behaved unreasonably in refusing to accept any offer of settlement.
- If we end this Agreement under this clause, then you will be liable to pay our costs and the expenses incurred up to the date of termination calculated as set out in clause 10 within one week of delivery of our invoice to you.
- 8.5. This clause is without prejudice to any right of either party under the general law of contract to terminate this Agreement.
- 8.6. If this Agreement ends in any of the circumstances referred to in this clause 8 you will be free to deal with your Dispute on your own behalf or to instruct someone else to do so. However, until we are paid any money that you owe us under this Agreement, we are entitled to a "lien" over any of your property that is in our possession. Therefore, until we are paid, we will be entitled to keep your case papers.



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9. IF THE COURT MAKES A COSTS ORDER FOR OR AGAINST YOU

- 9.1. While your case is proceeding before the Court, a costs order may be made in your favour or one may be made against you. It is rare for a Court to make a costs order. We will advise you if we believe this is likely to happen.
- 9.2. If the Court awards costs against you, you agree to pay the amount ordered by the Court or the amount calculated in accordance with any Court direction. These costs may be covered by ATE insurance
- 9.3 Since your claim is likely to be a small claim, subject to Part 27 of the Civil Procedure rules, any cost order is unlikely, unless you have behaved unreasonably.

10. CALCULATION OF OUR COSTS

- 10.1. If you are ordered to pay costs or we are entitled to claim costs from you under the terms of this Agreement, those costs will be calculated in accordance with the information on our charges that was provided to you in our client care letter and Terms of Business.

11. GOVERNING LAW AND JURISDICTION

- 11.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 11.2. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.



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Signatures

Signed by the Solicitor for HT LEGAL LIMITED, Clarendon Chambers, 5a Market Place,
Hyde, Cheshire SK14 2LX (Head Office)

Signed

Name: Tony Carter

YOU (THE CLIENT) FURTHER CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE ABOVE TERMS OF THIS DAMAGES-BASED AGREEMENT PRIOR TO SIGNING AND YOU FURTHER CONFIRM YOU ARE AGREEABLE TO THE TERMS OF THIS DAMAGES-BASED AGREEMENT AND TO THE AUTHORITIES THAT YOU HAVE PROVIDED TO HT LEGAL LTD TO BE APPOINTED TO ACT ON YOUR BEHALF IN RESPECT OF YOUR DISPUTE(S).

YOU (THE CLIENT) ALSO COFIRM THAT YOU HAVE READ AND UNDERSTOOD THE TDRMS OF THE ABOVE CLIENT DECLARATION AND YOU ARE AGREEABLE TO THE TERMS.

The Client Name:

The Client Address:

Signature:



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NOTICE OF RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after **14 days** from the day on which this contract is entered into.

Effects of cancellation

If you cancel this contract, the cancellation ends all obligations on you and us to perform this contract.

In the unlikely event that you have made any advance payments to us, we will reimburse to you all payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

However, if you give us your express written consent to start work on your matter within the 14-day period, while you may still cancel the contract, you may have to pay for the work we have actually done. If within the 14 day period we have completed all the work you have asked us to do you will no longer have the right to cancel the contract and will have to pay for the work we have done.



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HT LEGAL LIMITED GENERAL TERMS OF BUSINESS

1. HT Legal Limited

1. Doorstep Refunds is a trading style of HT Legal Limited ('the Firm') which is constituted as a private limited company, registered in England and Wales with company number 06911903. The firm's details are as follows:
 1. Registered office: C/O Lucas Reis Limited Landmark House, Station Road, Cheadle Hulme, Cheadle, SK8 7BS
 2. Head office: Clarendon Chambers, 5a Market Place, Hyde, Cheshire, SK14 2LX
 3. Phone number: **0161 368 1559**
 4. Email: info@htlegal.co.uk
 5. Websites: <https://doorsteprefunds.co.uk/> and www.htlegal.co.uk
 6. Business hours: 09:00 am – 5:00 pm, Monday to Friday
 7. Value Added Tax ('VAT') number: 157 5253 55
 8. Regulation: authorised and regulated by the Solicitors Regulation Authority (SRA) under Identity Number: 535317
2. We are bound by various professional rules of conduct contained within the SRA Standards and Regulations which can be viewed at <https://www.sra.org.uk/consumers/who-we-are/sra-regulate/> or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0370 606 2555 (inside the UK), 08:00 to 18:00, Monday, Wednesday, Thursday and Friday or 09:30 to 18:00 on Tuesday.
3. The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our head office or in electronic form on request.



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Terms of Business

1. These terms may not be varied unless agreed in writing and signed by a Director.
2. You should be read these terms carefully, in conjunction with your Client Care Letter and Damages-Based Agreement, which set out the basis on which we act for you. Together these form the 'Contract' between us.
3. These terms, including the limits on our liability in clause 10, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.
4. If any term of this Contract is inconsistent with our legal obligations under the relevant laws, then the relevant laws shall apply instead of those terms.
5. **Your Instructions**
 1. If we are advising more than one person, we will, unless otherwise agreed in writing, act for those persons jointly and severally.
 2. If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.
6. **Complaints**
 1. If at any point you become unhappy with the service we have provided to you or you have concerns about your bill, then you should inform us immediately so that we can do our best to resolve the problem for you. We have 8 weeks to consider your complaint. The Complaints Department can be contacted via email at info@htlegal.co.uk and telephone at: 0161 368 1559.
 2. If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from lawyers. The Legal Ombudsman can investigate complaints up to 6 years from the date of the problem happening or within 3 years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman, this must be done within 6 months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:
 1. Visit www.legalombudsman.org.uk
 2. Call 0300 555 0333 (between 8.30am to 5.30pm)
 3. Email enquiries@legalombudsman.org.uk
 4. Write to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ
 3. You have the right to object to our bill by making a complaint to the Legal Ombudsman. You may also have a right to apply to the Court for assessment of our bill under Part III of the Solicitors Act 1974. Please note that the Legal Ombudsman may not deal with your complaint if you have already applied to the Court for assessment of your bill. If all or part of our bill remains unpaid whilst you dispute it, the firm may be entitled to charge interest.



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Our Charges

1. Where our Client Care Letter refers to charges on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.
2. The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching, and considering, writing, and receiving correspondence, making, and receiving telephone calls, preparing and working on documents, and making file notes.
3. The time spent on your matter is recorded as units of one tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.
4. Once a year, we review our hourly rates. We will notify you in writing of any increase.
5. We will add VAT to our fees at the rate that applies when the work is done.
6. **Expenses**
 1. All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include but are not limited to fees charged by experts, agents, couriers, and barristers; court fees; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.
7. **Payment Terms**
 1. We will usually submit bills at the end of your complaint but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Contract. Unless otherwise agreed, our bills are payable within 28 days of the delivery of the bill. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.
 2. We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment, we may cease acting for you).
 3. Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.
 4. You must tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.
 5. If we are advising more than one person, we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this contract.
 6. Late payment of bills:



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1. Unless otherwise agreed, our bills are payable within 28 days of the delivery of the bill. If we do not receive payment during this time, we reserve the right to charge you interest thereafter on a daily basis on the unpaid element of the bill at a rate no higher than the rate payable on judgment debts at the date of this contract.
2. We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you.
3. We may retain any papers or documents belonging to you, together with our own records.
4. Should you make a payment by way of cheque or credit card and that payment subsequently not be honored then we will inform you in writing and request funds be made available for the payment to be re-presented. The Firm reserves the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 7.6 may apply.
5. If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.
6. Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.
7. If you wish to make a complaint about one of our bills, you may do so by using the Firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found at clause 4.2.

Storage of Files and Documents

1. We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter. We will destroy your file after this time as we are not permitted to keep information that we no longer need.
2. If you ask us to retrieve documents from storage there is a charge, which is normally £50.00 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry out further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis as set out in clause 5. Any rights that you may have in accordance with data protection laws to request your personal data, will not be affected by the provisions of this clause.



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Financial Services

- The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 (as amended) which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.
 - The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 1.2 and the contact details for the Legal Ombudsman can be found at clause 4.2.
 - The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance.
 - We are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.
 - Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.
 - You must provide us with the details of any relevant existing insurance policies you may have. We shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.
 - **Professional Indemnity Insurance and Limitation of Liability**
 - We hold professional indemnity insurance as required by our professional rules as referenced in clause 1.3 of these terms.
 - Our maximum liability to you under this cover is limited to £3,000,000.00 (three million pounds).
 - We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
 - If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.
 - If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:
 - You had also brought proceedings or made a claim against them; or
 - We had brought proceedings or made a claim against them for a contribution towards our liability;
- then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.



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Please ask if you would like us to explain any of the terms above.

Payment of Interest

- Where we hold money in a client account for you, the SRA Accounts Rules require a fair sum of interest to be accounted to you on client money.
- Our interest policy shall be kept under review and may change if the bank of England base rate increases or decreases. Interest rates payable on client accounts are currently around 0.1% and the Bank of England base rate is low. Therefore, the rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.
- For cleared funds paid into a client account, the firm shall account for interest unless one of the following circumstances apply:
 - The amount of interest calculated on the balance held is £20.00 or less; or
 - The client money was held in cleared funds in client account for a period of five working days or less.
- We will usually account to you for interest under our interest policy at the conclusion of your matter.

Banking

- The firm operates its client accounts through Royal Bank of Scotland (RBS).
- It is unlikely that we will be held liable for losses resulting from a banking failure.
- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Please ask for further details if you require them.
- The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 0800 678 1100 or 020 7741 4100.
- If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will, where applicable, need to disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider in order to make a claim for compensation on your behalf. We will contact you to gain your consent if we need to make this disclosure. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS.



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Confidentiality, Privacy Notice and Data Protection

- The Firm is the 'Controller' for data protection purposes. This means that the Firm collects and holds your information and decides what it will be used for. The Firm is subject to the requirements of data protection legislation applicable to the UK and must use your personal data in accordance with the law. The Firm is registered with the Information Commissioner's Office (ICO), with registration number Z2387380. The Firm's contact details are set out in clause 1.1 of this Contract.
- We keep your information confidential and will not disclose it to third parties unless disclosure is:
 - Authorized by you;
 - Necessary as part of the financial mis-selling assistance services we are providing to you (to perform our contract with you);
 - Required by law or our professional rules;
 - Necessary for the purposes of our legitimate interests or those of a third party (in other words, we have a compelling justification for the disclosure or processing); or
 - Necessary to protect your vital interests or those of another person i.e., to protect a life.
- Our reasons for processing your personal data will also fall into at least one of the five categories listed above.
- Where we process any special categories of your personal (such as health data, racial or ethnic data, religious data etc.), our processing will be based on at least one of the following conditions:
 - Explicit consent from you.
 - It is necessary to protect your vital interests or those of another natural person where you are physically or legally unable to give consent.
 - Processing relates to personal data which you have manifestly made public.
 - Processing is necessary for the establishment, exercise, or defense of legal claims.
- Please contact us if you would like more information about our legal basis for processing your personal data.
- We use your information primarily to provide financial mis-selling assistance services to you. We also use your information for: accounting and billing purposes; to comply with our legal and regulatory obligations, and to manage our business effectively. With your authority, we may also send you information about our services or events that we think may be of interest to you. Please confirm your preferences on the enclosed Client Declaration.
- We may, on your authority, work with other professionals to progress your matter, and may need to disclose relevant information about you to them. Please confirm whether you are happy to consent to disclosure of your information in this situation on the enclosed Client Declaration.



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- Where there is another party(ies) to your matter (i.e. opponent in a dispute), we will liaise with their legal representative (or the third party directly if they are not represented) in order to progress your matter. This may involve us disclosing relevant information about you, to this party(ies) in order for us to provide our legal services to you (perform this Contract). Please contact us if you have any queries about this.
- Sometimes we outsource part of our work to other people or companies to improve efficiency and your client experience. We will always carry out due diligence and obtain confidentiality agreements from such outsourced providers. Please confirm on the enclosed Client Declaration, whether you are happy for us to outsource relevant aspects of your file as appropriate to our providers. If you would like more information about our outsourcing arrangements, please contact us.
- We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Please confirm whether you are happy for us to carry out a credit check on the enclosed Client Declaration. Please note that if you withhold your consent, this may limit the payment options that will be available to you. For example, we may not complete work for you unless you have made a payment on account. Details of the credit agency we use are available on request.
- The Firm may become subject to periodic checks by Law Society approved Consultants and/or Assessors and compliance specialists that we engage the support of. This could mean that your file is selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided the Firm with a Confidentiality Agreement. Please confirm whether you are happy for your file to be selected for file auditing and vetting, on the enclosed Client Declaration. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.
- We may correspond with you by email if you provide us with an email address, unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. Please be aware that the Firm may monitor and read any email correspondence travelling between you and any mail recipient at the Firm as part of its monitoring activities to ensure compliance with its Information Management & Security Policy.
- We will aim to communicate with you by such method as you request. More often than not this will be in writing but may be by telephone if it is appropriate.
- Where you provide us with an email address for sending material to, you are responsible for ensuring that your arrangements are sufficiently secure and confidential to protect your interests. You must tell us if this method of communication is not secure so that can use an alternative method.
- The internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Please be aware that the data we send by email is not routinely encrypted.
- We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
- It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office by telephone straightaway.



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- Once your matter has concluded, we will hold your files in our archive storage (paper files) or archive them on our file management systems (electronic files) for at least 6 years from the date that the matter is closed in line with our retention periods. After that period has elapsed, we will destroy your file securely and/or delete it from our electronic records. Once that has happened, your file will no longer be available.
- We may transfer your personal data outside of the United Kingdom (UK) where our storage and/or backup systems are hosted outside of the UK. However, we ensure that appropriate safeguards are in place obliging our system and storage providers to process your personal data to the standards expected in the UK. Our providers are bound by the same data protection laws as us, meaning that they have the same obligations to keep your data safe.
- If you are an individual, you have the following rights under the UK General Data Protection Regulation (UK GDPR):
 - a. Right to access personal data – you can request details from us of the personal data that we hold about you;
 - b. Right to object to processing – you can tell us that you want us to stop processing your personal data;
 - c. Right to rectification – you can ask us to correct personal data that we hold because you believe it is inaccurate;
 - d. Right to erasure – you can ask us to delete the personal data that we hold about you;
 - e. Right to restrict processing – you can tell us that you only want us to use the personal data for a specific reason.
- Please note that the rights described in clause 13.18, are not absolute rights (they are not rights that will be automatically granted), as we have to consider whether there are any reasons why we cannot meet your request. For example, we will not be able to delete data that we are legally obliged to keep. We will let you know if we are not able to meet your request and the reason why (where it is appropriate to disclose this information to you).
- You also have the right to complain to the Information Commissioner's Office (ICO) if you are not happy with the way that we handle your personal data. You can contact the ICO at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or by calling the ICO's helpline on 0303 123 1113.
- Please note that where you provide consent to us using your personal data, you are entitled to withdraw that consent at any time. You can do this by informing your file handler or contacting our designated Data Protection Manager.
- We have appointed Tony Carter as our Data Protection Manager and you can contact him to discuss any data protection related issues or queries on 0161 368 1559 or at tony.carter@htlegal.co.uk.

Referrals to Third Parties

1. If we recommend that you use a particular firm, agency, or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you, any commission that we receive from any particular firm, agency, or business that we recommend you use.
2. If we recommend that you use a particular firm, agency, or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA) or of the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.



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Equality and Diversity

- We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.
- If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.
- **Rights of Third Parties**
 - Except as stated otherwise in clause 10, a person who is not a party to this Contract shall not be entitled to enforce any of its terms.
- **Applicable Law, etc.**
 - These Terms of Business and our Client Care Letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this Contract and any matters arising from it shall be dealt with only by the courts of England and Wales.
 - If we or you do not enforce our respective rights under this Contract at any time it will not prevent either us or you from doing so later.
 - If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.
- **Termination**
 - You may end this Contract (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 1.1 of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).
 - We may end this Contract (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification, or we reasonably believe that the relationship between you and us has broken down.
 - If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this Contract (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).
- **Cancellation Rights**
 - You have the right to cancel your instructions with us within 14 days of signing the Letter of Authority and/or Client Declaration. To do this, please follow the instructions set out at the end of these terms. This will have the effect of cancelling your Damages-Based Agreement with us and our services under these terms.
 - In the event you wish us to begin work immediately on your behalf, please confirm by completing the relevant section of the enclosed Client Declaration.
 - We need to make you aware that should we commence work on your case, with your instructions, prior to the end of the 14-day cancellation period and costs are incurred, then if you were to cancel your instructions with us, you would become liable for any costs incurred during that initial 14-day period.



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A copy of these Terms of Business is available in larger print. Please contact us if you require a copy.

Instructions for Cancellation

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract (the 'Contract Date' at the beginning of this Contract).

To exercise the right to cancel, you must inform us, HT Legal Limited at Clarendon Chambers, 5a Market Place, Hyde, Cheshire, SK14 2LX or info@htlegal.co.uk, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached 'Cancellation Form', but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this Contract, in comparison with the full coverage of the contract.