



You are entering a contract with Remove CCJ C.I.C. A Community Interest Company (C.I.C) Registered in England & Wales, Registration Number 16058929, Registered Office address is Southern Office: The Hillhub, 1A Highfield Road, Dartford, DA1 2JH (**Any legal documents or matters must be sent to the Southern Office address**). Northern Office: Caidan House, Canal Rd, Timperley, WA14 1TD.

**We are a Not for Profit, Non-Commercial Legal Advice Agency as defined by S.23 Legal Services Act 2007. (1) (2) (a) (b) and as such entitled to carry on any activity which is a reserved legal activity.**

This Agreement is a binding legal contract between you and Remove CCJ C.I.C. Please read everything carefully. This agreement is drafted in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**Please note that by accepting these Terms & Conditions and by starting the work on your case immediately upon instruction, you accept that the 14-Day-Cooling-Off Period does not apply and is excluded. You further accept that any fee paid to us is Non-Refundable.**

## **1. Terms & Conditions**

### **1. This agreement starts once you have**

1.1 Paid our Fee Online by Secure Link or bank Transfer **OR** Signed our Form of Authority for Claimant/Court Terms & Conditions Acceptance. We also require the following:

- Completed Full Application
- Any recent letters or documents regarding your CCJ.
- Payment of our fee must be paid in full to us for us to start any work.

### **2. The Service**

2.1. We provide a fixed fee service to attempt to agree a consent order so that your CCJ may be removed from the public register. Our fixed fee for this service is quoted in the email we will have sent you at the time of your enquiry. The additional court fee, payable directly to the court to process a consent order is £123. If your CCJ cannot be removed by consent, you will need to attend court and the court fee for this is £313. We provide a mediation service, and our service is VAT Exempt. **If your case becomes more complex and or we need to instruct Barristers or Solicitors, we will inform you of the additional charges prior to providing any further services.**

2.2 We will consider the documentation and information which you have provided to us. We will use the information you have provided to us to contact your claimant to try and mediate the terms of a consent order for the set-aside (Removal) of your CCJ.

2.3 You give us authority to mediate with your claimant and attempt to agree the terms of a consent order within a reasonable time. You agree that prior to us contacting your claimant you will pay the required fee as per 2.1

2.4 If it is necessary for you to attend court, we can (if required) instruct a Lay Representative or a Barrister to act for you. Please note that if you chose the Lay Representative, you **MUST** also attend court. If you chose a Barrister, then you do not need to attend court, but we strongly advise you to do so as this will help your case.

We also require you to:

- Submit to the court all forms and pay all court fees that court require for the court to process your case. We will provide our services with reasonable skill and care.
- You accept that there is no guarantee that we will be able to reach an agreement with your Claimant or that your CCJ will be set aside.
- Please be aware that, should it appear to us at any stage in the proceedings, that your case has little or no prospect of success, we reserve the right to terminate our agreement forthwith.
- If you do not reply to us or contact us for a period of **3 months**, we will close your file. If you contact us after this time to continue with the work, then you will have to pay a **file re-opening fee of £250.00** per CCJ. (This is only applicable IF we believe you still have the legal grounds to have your CCJ removed as a you may have taken too long, and this could be detrimental or even fatal to your case)

### **3. Your Responsibilities**

To help us provide the services to you, you:

3.1. Agree to give us any documents and information we ask for as soon as possible.

3.2. Agree to make all payments due to us when we ask for them.

3.3. Must not give us information or documents which are misleading or incorrect.

3.4. Must co-operate fully with all reasonable requests we may make including you providing evidence as a witness if necessary and attending court.

3.5. Agree not to contact your Claimant, unless we agree that it is necessary.

3.6. You must let us know immediately if there are any matters, circumstances or events which will affect our ability to provide the services or any offer which we have made on your behalf.

3.7 If you do not reply to us or contact us for a period of **3 months**, we will close your file. If you contact us after this time to continue with the work, then you will have to pay a **file re-opening fee of £250.00 per CCJ**. This is only applicable IF we believe you still have the legal grounds to have your CCJ removed as a delay of 3 months could cause for any court application to be dismissed on grounds of promptness (i.e. that you have taken too long)

### **4. Contacting you**

4.1. We will contact you by post and or email at the address you provided in the forms you returned to us, or by telephone or SMS. **If your contact details change, please tell us immediately.**



4.2. We will normally contact you between 9am and 5pm Monday to Friday, unless we need to contact you urgently.

## **5. Our Fees**

5.1. You authorise us to charge your credit or debit card if you have provided the information to us. Otherwise, we will require cleared funds for the full fee before we can proceed by bank transfer.

## **6. What happens if this agreement is cancelled?**

6.1. If we must end the agreement because you have broken this agreement, then any fees paid to us will be Non-Refundable.

## **7. Complaints**

7.1. We aim to provide you with a service to set-aside your CCJ in line with these terms and conditions. However, if at any time you want to make a complaint about any part of the advice or service we have provided, please set this out in writing and we will investigate any complaint carefully and as soon as we can, and we will do all we can to settle your complaint in a way you are satisfied with.

7.2 We are a Paralegal business, and we are not entitled to practice the same way as a firm of solicitors. We are a Not for Profit, Non-Commercial Legal Advice Agency as defined by S.23 Legal Services Act 2007. We can assist you and guide you through the court process and help you to complete court documents. As such, The Legal Ombudsman cannot adjudicate on any complaint against us because we are not regulated by the Solicitors Regulation Authority. We are Regulated by the Regulator of Community Interest Companies: <https://www.gov.uk/government/organisations/office-of-the-regulator-of-community-interest-companies>

## **8. General Data Protection Rules (GDPR) Data Protection Act 2018**

8.1. When we provide the services to you, we will ask you for personal information. We may gather some of this information from you and from other people or organisations, such as the court and the claimant. We process this to carry out your instructions. (Lawfulness, fairness, and transparency)

8.2. The information that we gather about your personal situation may be classed as “personal data” under the Data Protection Act 2018. We use this information for the specified, explicit, and legitimate purposes to carry out your instructions and not further processed in a manner that is incompatible with those purposes. (Purpose limitation) We will keep that data that we collect to a minimum and limited to what is necessary. (Data minimisation). Every reasonable step will be taken to ensure that personal data is accurate and kept up to date and any inaccuracies are rectified without delay. (Data accuracy)

8.3. By returning the signed form of authority and information as referred to in paragraph 1, you give us permission to process your data (whether this means gathering, recording, or holding it) in lawfully and transparent manner to enable us to carry out your instructions it will be kept in a form which permits identification of data subjects for no longer than is necessary.



8.4. Disclose such information to such people including barristers or solicitors or other people or organisations as we believe is necessary to enable us to provide the services. For example, we may have to disclose such data to your claimant.

8.5. Hold your information in our files for as long as is necessary to provide the services or in line with our policies (which currently say that we must hold files for six years), whichever is longer.

8.6. If you ask us in writing, we will provide details of the information we hold about you this is commonly referred to as a Subject Access Request. There is no charge, and we have 28 days to reply with the information. You agree to tell us if any of the details are incomplete, inaccurate, or out of date.

## **9. Confidentiality & Privacy Policy**

9.1. Unless we deem it necessary as referred to above or where you have given us permission, we shall not, without your prior written permission, disclose any confidential information about your situation to other people or organisations, except:

- Our employees, agent's barristers and solicitors who need to know to help provide the services to you; and
- And other professional advisers who we may need to consult about our work.

However, we can share it without your permission if the information is already available to the public, unless we must do so in line with the law, or an order from the court with the relevant authority, HM Revenue & Customs or any other government or regulator.

9.2. We shall make sure that all employees, agents, subcontractors, and professional advisers know that they must keep to the requirements of confidentiality that we have a duty to meet.

9.3. All the information and advice we provide to you (whether in writing or spoken) is for your use only and shall not, without our prior written agreement, be disclosed or made available to any other person or organisation. However, you can share it without our permission if the information is already available to the public, or unless you must do so in line with the law, or an order from the court with the relevant authority, HM Revenue & Customs or any other government or regulator.

9.4. All the information we gather and hold because of our providing our services to you, (whether electronically or in paper form), is our property. We will treat it as confidential information and hold it in line with our policies and procedures. Your data will be processed in a manner that ensures the appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate measures. (Integrity and confidentiality)

9.5. However, you (or someone you choose to represent you), may inspect all or any of this information at any time during our normal business hours at our normal place of business if you give us reasonable notice.

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## **10. Exclusion of Liability**

10.1. We shall have no legal responsibility to you for any unforeseeable loss, damage or expense incurred by you because of us breaking this agreement. Losses are foreseeable where they could be contemplated by you and us at the start of this agreement. We are not responsible for indirect losses which happen as a side effect of the main loss or damage, and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

10.2. Whilst every care is taken in providing the services to you, you understand and acknowledge that we shall not have any liability to you because of any failure to set-aside/remove your CCJ, as this is solely based on the strengths and merits of case, which are facts that existed prior to you instructing us.

10.3. Nothing in these terms and conditions shall exclude or restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.

10.4. If the supply of the services is adversely affected by or prevented or delayed by any act or omission of you, your agents, or advisers we shall not be liable for any costs, charges or other losses sustained or incurred by you or for any failure in negotiating the set-aside of your CCJ arising directly or indirectly from such prevention or delay.

10.5. If we instruct a barrister or solicitor to represent you at court, we shall have no responsibility for the conduct of the court or the Judge and do not indemnify you against any order given by the Judge or procedural errors made either by the court or by the Judge that is incorrect in law and any further work required to rectify this will be chargeable as per 10.6

10.6 Regarding clause 10.5 should any additional work and a further court hearing be required you will be liable for any costs and additional court fees and will be required to pay these costs and or court fees prior to any further work being undertaken. Any additional charges will be explained prior to us undertaking any additional work.

10.7 If you do not reply to us or contact us for a period of **3 months**, we will close your file. If you contact us after this time to continue with the work, then you will have to pay a **file re-opening fee of £250.00 per CCJ**. This is only applicable IF we believe you still have the legal grounds to have your CCJ removed as a delay of 3 months could cause for any court application to be dismissed on grounds of promptness (i.e. that you have taken too long)

## **11. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

11.1. Where the client is natural person, the following provisions are included for the purposes of complying with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013



11.2. As per the start of this agreement, we start the work immediately as such the 14 days cooling off period provided within the above detailed regulations is excluded.

## 12. Whole Agreement

To protect your interests, please read these terms and conditions carefully before **Signing our Form of Authority for Claimant/Court & Fee Acceptance Agreement** as we intend to rely on the written terms set out in this agreement. If you are uncertain as to your rights and if you want an explanation about any of these terms, please contact us for clarification

## 13. Circumstances outside of our control

We cannot be held responsible to you under this agreement if we are prevented from, or delayed, in carrying out our responsibilities or our business because of any acts, events, omissions or accidents outside our reasonable control. This includes (but is not limited to):

- Strikes, lockouts or other industrial disputes (whether they involve our workforce or anyone else);
- A utility service or transport network failing.
- Natural disasters.
- War.
- Riots.
- Corona Virus (COVID) Lockdowns or similar
- Malicious damage.
- A duty to keep to any law or governmental order, rule, regulation, or direction.
- Accidents,
- Equipment or machinery breaking down.
- Fire, flood, or storms; or
- Suppliers or sub-contractors failing to keep to their responsibilities.

## 14. Applicable Law

14.1 English law will apply to this agreement. If you are not happy with the way we deal with any complaint and you want to take us to court, you must do so within England and Wales.

14.2. In addition to the above, we and any of our directors or employees may take all steps which are necessary to comply with the professional or ethical rules of any relevant professional body of which we or any of our directors or employees is, at the time, a member.