

**These Terms of Business explain our obligations to you and your obligations to us and are the basis of a legal agreement between us.**

#### **Definitions:**

**Agreement** means the agreement between you and us in relation to the services, in accordance with these Terms of Business.

**Fees** mean the fees paid to us by you in accordance to clause 4 for the provision of the services.

**Services** mean the employment law consultancy services we agree to provide you with under this agreement.

**Terms of Business** mean these terms and conditions of business.

**Us/We/Our** means Wilmslow Wealth Management Limited trading as Redundancy Claim Registered in England, number 7382585 whose address is 6c Hawthorn Lane, Wilmslow SK9 1AA Or anyone to whom we transfer our obligations and rights under this agreement.

**You/Your** means you, the person whose name and signature appears at the end of these terms of business.

#### **1. Appointment and Duration**

- 1.1. You appoint us and we agree to provide the services.
- 1.2. This agreement will commence when you confirm your acceptance of these terms of business in writing by returning a signed copy or, if earlier, when you instruct us to proceed to supply the services.
- 1.3. This agreement will consider until ended earlier by you as set out in clause 1.4 and 5 or us as set out in clause 6.
- 1.4. You have the right to cancel this agreement at any time from the date of

signing the agreement. You can do this verbally or in writing to us using the Cancellation Form provided.

#### **2. Services**

- 2.1. We will assist in the preparation and submission of your claim to the Insolvency Service for redundancy payments and other statutory entitlements from the National Insurance Fund under the Employment Rights Act 1996.

#### **3. Your responsibilities**

- 3.1. You will provide to us all relevant personal information regarding your employment situation, which shall be true, accurate and not misleading.
- 3.2. You expressly authorise us to complete all documents relating to your claim on your behalf in whatever manner we deem necessary for the purpose of advancing your claim, to correspond and negotiate with the Insolvency Service (and any other third parties) on your behalf and to settle your claim on your behalf.
- 3.3. **YOU AGREE THAT YOU WILL NOT CORRESPOND OR DEAL (WHETHER VERBALLY OR IN WRITING) DIRECTLY WITH THE INSOLVENCY SERVICE WHILST THIS AGREEMENT REMAINS IN FORCE WITHOUT PRIOR CONSULTATION AND WITH RECOMMENDATION BY US. YOU AGREE YOU WILL NOT COMPLETE ANY FORMS THAT YOU RECEIVE FROM THE INSOLVENCY SERVICE (IN PARTICULAR RP2 AND RP3W) AND THAT YOU WILL FORWARD THEM ON TO US FOR OUR COMPLETION.**
- 3.4. You will sign all necessary Insolvency Service forms or any other documents which we consider necessary for us to carry out the services on your behalf.

Failure to do so may result in delays and may result in our terminating this agreement.

**3.5. YOU WILL FORWARD US COPIES OF ALL CORRESPONDENCE FROM THE INSOLVENCY SERVICE AND THE REDUNDANCY PAYMENTS SERVICES (INCLUDING WITHOUT LIMITATION ANY PAYMENT SCHEDULES ISSUED BY THEM) AND WILL FORWARD TO US A COPY OF YOUR PAYMENT SCHEDULE RECEIVED BY YOU FROM THE REDUNDANCY PAYMENTS SERVICE STATING THE AMOUNT RECEIVED BY YOU.**

3.6. We cannot be held responsible by you or any third parties for any legal action taken as a result of fraudulent or incorrect information given by you to the Insolvency Service, or any information we provide to the Insolvency Service on your behalf.

3.7. We are not retained by you for the purpose of giving legal advice to you and we will not give legal advice to you. Any informal advice that may be incidentally given to you during the carrying out of the services should not be relied upon by you and we accept no liability whatsoever for any loss caused as a result. It will be your responsibility to obtain legal advice from a qualified practitioner in the event that you require this and we will not be liable in the event that you fail to do so.

3.8. You warrant and represent that you are not aware of any reason which under the Transfer of Undertakings (Protection of Employment) Regulations 2006 that may relate to your claim.

#### **4. Fees**

4.1. If you win your claim, our fees shall be 17.5% plus VAT of all monies received from the Insolvency Service in the event that your claim does not proceed to an employment tribunal hearing. In the event that the payment received from the insolvency service is less than £4,000 in

total our fee increases to 25% plus VAT up to a maximum fee of £600 plus VAT.

**4.2. Our fees shall be based on all amounts received by you whether or not we complete forms RP1 and RP2 (Notice Pay) on your behalf.**

4.3. In the event that your claim is unsuccessful, there shall be no fee payable by you to us, subject to clause 4.6.

4.4. Our fees shall be payable by you immediately once you receive our invoice. In the event that our fees are not paid we reserve the right to refer the matter to our recoveries department which will result in further cost to you.

4.5. Interest shall be payable on all sums owed by you to us at a rate of 20% per annum accruing daily and compounded on the last day of each calendar month. (INTEREST)

4.6. In the event that you act contrary to our advice, fail to do so within the timescale stipulated by us, or do not provide the payment schedule setting out the sums you are due to receive from the Insolvency Service, you will be liable for all fees and disbursements incurred by us on your behalf which shall be calculated by reference to our assessment of the value of your claim.

4.7. Any additional services in relation to TUPE shall be charged on a separate basis in terms to be agreed between you and us.

4.8. In the event that any fees are not paid to us by you in accordance with the terms of this agreement, you shall be liable for any expenses we incur (on a full indemnity basis and with interest) in connection with the recovery of our fees or our taking, protecting, enforcing or exercising any of our rights pursuant to this agreement.

#### **5. Your right to terminate**

5.1. You have the right to terminate this agreement under clause 1.4.

- 5.2. If you exercise your right to terminate under clause 1.4 we reserve the right to charge you reasonable costs accrued to the date of termination. Reasonable costs will involve a calculation of time spent multiplied by £150/hr and disbursements. On termination of this agreement a statement of accrued costs and disbursements will be communicated in writing within 21 days from the termination date. If the contract is terminated after a successful notification of payment from the Redundancy Payments Office has been issued we reserve the right to charge the fees set out in paragraph 4.1.

## **6. Our right to terminate**

- 6.1. We may terminate this agreement at any time by giving you two weeks prior written notice if any of the following happens:
- 6.2. You are in material breach of this agreement or have persistently committed a series of minor breaches (even if one individual breach would not necessarily be regarded as a serious breach on its own); or
- 6.3. You are declared bankrupt, petition or make a separate arrangement with your creditors generally, or make an application to a court of competent jurisdiction for protection from your creditors generally.
- 6.4. You are in breach of the warranty set out at clause 3.7.

## **7. Effects of Termination**

### **When this agreement ends:**

- 7.1. Our duties and obligations to you under this agreement will come to an end;
- 7.2. You may, within 30 days of the end of this agreement, and on payment of an administration fee, request us to return all paperwork received from you or the

Insolvency Service that has been retained by us.

## **8. Confidentiality and Data Protection**

- 8.1. Subject to paragraphs 8.2 and 8.4 to 8.5, all information disclosed to us by you shall remain confidential, however if you agree that we may discuss personal and financial information directly with the Insolvency Service, any Insolvency Practitioner appointed in relation to your affairs, and process your personal information in providing the services to you.
- 8.2. It should be noted that following discussion with the Insolvency Service or any Insolvency Practitioner appointed in relation to your affairs, some agencies may retain the right to share financial information regarding your file.
- 8.3. You have a right to examine all information that we obtain on your behalf in accordance with the Data Protection Act, and you may request this in writing. An administration charge of £10 may apply.
- 8.4. We may use information held about you in the following ways:
- 8.5. To provide you with information, products or services that you request from us or that we feel may interest you.
- 8.6. To notify you about changes to our service.
- 8.7. We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services that may be of interest to you and we or they may contact you about these by post, telephone or email.

## **9. Liability**

- 9.1. Nothing in these terms and conditions shall exclude or restrict our liability for death or personal injury resulting from negligence, liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law. Subject to this:

- 9.2. Our total liability to you in contract law or tort or otherwise howsoever arising in relation to this agreement is limited to the fees;
- 9.3. We shall not be liable in any way in respect of the failure, delay or defect in the services caused by the supply or information by you; and
- 9.4. We will not be liable to you for economic loss including loss of profit, business, contracts, revenues, goodwill, production and anticipated savings of any description howsoever caused and even if foreseeable by us.
- 9.5. All warranties, conditions and other terms implied by statute, common law or otherwise are hereby excluded from this agreement to the fullest extent permitted by law.
- 9.6. Our services may include providing (at our discretion) informal advice to you in relation to TUPE. Such informal advice shall not be construed or relied on by you as legal advice.

shall not affect the enforceability of any of the remaining provisions.

- 10.4. Unless otherwise expressly stated in these terms of business, all notices from you to us must be in writing and sent to our address as set out above.
- 10.5. Failure or delay by us enforcing an obligation or exercising a right under this agreement does not constitute a waiver of that obligation or right.
- 10.6. We shall not be liable to you nor in breach of the agreement as a result of our failure to perform our obligations to you as a result of any matters outside our reasonable control.
- 10.7. This agreement does not confer any rights on any person or party (other than you or us) pursuant to the contracts (Rights of Third Parties) Act 1999.
- 10.8. This agreement shall be governed by and in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

**10. General**

- 10.1. We reserve the right to assign or subcontract any or all of our rights and obligations under this agreement. You may not without our prior written consent assign or dispose of any rights or obligations under the agreement.
- 10.2. This agreement contains the entire agreement and understanding between you and us relating to the services, and supersedes any and all prior agreements, arrangements, statements and understandings, and you acknowledge that you have not relied on these representations, statements or warranties except as set out in these terms of business, and we accept no liability for any such statement made prior to the commencement of the agreement (save in the case of fraud).
- 10.3. If any parts of the terms of business shall be held to be invalid or unenforceable, it

**I acknowledge receipt and agree to be bound by these Terms of Business.**

Signed.....

Print Name.....

Address.....

.....  
 .....  
 .....

Company Name.....

Date.....