

**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 5 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 Claims UK Registered in England, number 7382585 whose address is Cypress House, 3 Grove Avenue, Wilmslow SK9 5EG.

**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.
- 1.3. This agreement will continue until the earlier of: being ended by you as set out in clause 1.4 and 6; or by us as set out in clause 7.
- 1.4. You have the right to withdraw from this Agreement at any time from the date of signing the Agreement but if you withdraw outside of the 14-day cooling off period you will be liable to pay cancellation charges as detailed in clause 6.

**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. Other alternatives methods to pursue your claim**

- 3.1. We have made you aware that there are alternative routes for you to pursue your claim with the Insolvency Service and which are potentially free – these include, but are not limited to seeking advice from a non-fee charging organisation such as the Citizens Advice Bureau or free Law Centres, making a claim on a legal expenses policy or pursuing the claim yourself.
- 3.2. In agreeing to these Terms of Business you agree that you understand that there are alternative methods

available to pursue your claim, but that you do not wish to pursue them.

**4. Your responsibilities**

- 4.1. You will provide to us all relevant personal information regarding your employment situation, which shall be true, accurate and not misleading.
- 4.2. 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.
- 4.3. You will sign all 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 us terminating this agreement.
- 4.4. **YOU WILL FORWARD TO 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.**
- 4.5. 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.
- 4.6. We are not retained by you for the purpose of giving reserved legal advice to you. If any additional advice is required, it will be your responsibility to obtain legal advice from a qualified practitioner.
- 4.7. A transfer of the business in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 may affect your claim. You warrant that you will disclose any relevant information in relation to the transfer, disposal of, or acquisition to, the business. Failure to do so could result in the termination of this Agreement and Fees being charged in accordance with clause 7.3.

**5. Fees**

- 5.1. In the event of: (a) a successful claim; and (b) that your claim does not proceed to an employment tribunal hearing, our Fees shall be 17.5 % plus VAT of all monies awarded by the Insolvency Service, assuming such award is equal to or more than £4,000. In the event that the payment received from the insolvency Service is less than £4,000 in total our fee will be 25% plus VAT of all monies awarded by the Insolvency Service up to a maximum fee of £600 plus VAT. A successful claim is a claim where the monies

are paid in full and includes a successful award which is immediately off set by the Redundancy Payments Service against an outstanding directors loan account, even if surplus monies are not paid to you. In these circumstances you should give consideration as to how you will meet our Fees. In the event of a successful claim being paid in the regular way and then later the Redundancy Payments Service apply any right of set off and request repayment of the funds received, fees already paid will not be refundable.

**5.2. 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.**

- 5.3. If your claim is unsuccessful, there shall be no Fee payable by you to us, subject to clause 5.9.
- 5.4. Our Fees shall be payable by you immediately once you receive our invoice. If 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.
- 5.5. Interest shall be payable on all sums owed by you to us at a rate of 8% per annum accruing daily and compounded on the last day of each calendar month.
- 5.6. 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 in accordance with clause 6.2.
- 5.7. Any additional services in relation to TUPE shall be charged on a separate basis in terms to be agreed between you and us.
- 5.8. 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.

**6. Your right to terminate**

- 6.1. You have the right to terminate this Agreement under clause 1.4 within 14 days and no charge will be made for our services.
- 6.2. If you exercise your right to terminate under clause 1.4 after the 14-day cooling off period, 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 plus VAT 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 5.1.

**7. Our right to terminate**

- 7.1. We may terminate this Agreement at any time by giving you two weeks prior written notice if any of the following happens:

- 7.2. 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.
- 7.3. You are in breach of the warranty set out at clause 4.7.

**8. Effects of Termination**

**When this Agreement ends:**

- 8.1. Our duties and obligations to you under this Agreement will come to an end.
- 8.2. You may at any time and on payment of an administration fee of £25, request us to return all paperwork received from you or the Insolvency Service that has been retained by us.

**9. Data Protection**

- 9.1. In these Terms of Business, "Data Protection Legislation" means all relevant laws relating to data protection, the processing of personal data and privacy, including: The Data Protection Act 2018; the General Data Protection Regulation (EU) 2016/679 (with effect from 25 May 2018); and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be replaced by the proposed Regulation on Privacy and Electronic Communications).

In connection with our engagement by you we may process "personal data", meaning information about identifiable individuals, provided to us by you during that engagement.

**The personal data we may process**

The personal data we may process will vary depending on the nature of your instructions to us, but may include: personal information such as name, address, contact details, nationality, date of birth; details of accounting and financial information; employment information and history; "sensitive personal data or sensitive categories of personal information" (as defined in the Data Protection Legislation).

This personal data may be about you, your employees or other staff, other individuals related to the subject matter of our engagement including third parties, or any person who corresponds with us in relation to our engagement.

We will process this personal data as data controller. To the extent you provide personal data relating to other individuals, you do so as data controller.

**How and why we process personal data**

Where we process personal data provided by you, or the personal data of your employees, we will do so in accordance with our Privacy Policy, which is available on our website at [www.redundancyclaim.co.uk](http://www.redundancyclaim.co.uk).

We will process the personal data we hold: to provide redundancy claims management services or related services to you and to deal with enquiries that you may make or authorise; to contact you or appropriate persons within your organisation, or third parties in relation to our engagement; (where

relevant) for other administrative and management purposes such as audits and research.

As a data controller, the Data Protection Legislation imposes on us obligations to implement appropriate security measures to protect the personal data that we process, and to put in place appropriate safeguards.

**How long we will process personal data for**

We will process personal data in relation to our engagement in accordance with the time scales required to achieve a successful redundancy claim and for a period thereafter of 2 years to support any subsequent query or audit be conducted by the Redundancy Payments Service.

**Your data protection obligations**

You warrant that you are entitled, under the Data Protection Legislation, to provide us with any personal data that you provide us with, and that our use of that personal data in accordance with these terms will not put us in breach of the Data Protection Legislation.

You also warrant that the personal data you provide to us is accurate, adequate, relevant and limited to what is necessary for us to provide the services under this engagement.

Any personal data supplied by us to you about our employees and/or third parties may only be used for the express purposes for which that data is provided to you.

**Data subject rights**

In our respective roles as data controller, you acknowledge that we are each independently required to comply with any lawful request to exercise a data subject right under the Data Protection Legislation. This could include requests from individuals to receive a copy of the personal data we hold about them, or for us to stop processing, or erase, their data.

To the extent that either of us is notified of a requirement to rectify inadequate or incomplete personal data, or to erase personal data, which is processed in connection with our engagement, we will notify the other of that request.

**10. Liability**

- 10.1. Nothing in these Terms of Business 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.
- 10.2. Subject to this: Our total liability to you in contract law or tort or otherwise howsoever arising in relation to this Agreement is limited to your statutory entitlements from the Redundancy Payments Service.
- 10.3. We shall not be liable in any way in respect of the failure, delay or defect in the Services caused by the supply of, or failure to supply information by you.
- 10.4. 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.

**11. General**

- 11.1. 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).
- 11.2. If any parts of these Terms of Business shall be held to be invalid or unenforceable, it shall not affect the enforceability of any of the remaining provisions.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. This Agreement shall be governed by and in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

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

Signed.....

[Client Name]

[Client Address]

Date.....