

# Terms of Engagement

## Definition

- 'Registrant' means person that registers their information with Claims Depot or Tower Hill Group Ltd, for the purpose of having their claim evaluated by a claims management company.
- 'Claims Management Company' means any company that conducts claims management activities on behalf of consumers with their authority.
- 'Claim' means any claim that the client could make against a third party.
- "Lead" means registration information provided by consumer.
- 'Compensation' means any monies due, savings made or benefits received further to a claim against a third party.
- 'Company' means Tower Hill Group Ltd operating as ClaimsDepot.co.uk, or any other domain or landing page added in the future.

## About us

- Tower Hill Group Ltd is a company registered in England , registered address: 124 City Road, London, EC1V 2NX. Registered number: 12620190.
- We are authorised and regulated by the Financial Conduct Authority for claims management activities. Our reference number is: 930865

## Services

- We provide consumers with the ability to register a possible financial mis-selling claim with either ourselves or pass this lead on to a regulated claims management company.
- Upon receipt of the signed terms of engagement, letter of authority, copies of supporting documents and following the 14 day cooling off period we will begin reviewing the claim.
- We will complete a consultation either electronically or over the phone to take a statement of dealings from you to establish the circumstances at the time of advice.
- Following this consultation we will collate and review all evidence you have provided, or that we have been able to identify, this can take up to 3 months if external enquiries are required.
- Following this a summary of our findings, your claim form and a witness statement will be completed and sent to you to read, verify and sign.
- Upon receiving the signed documents we will submit your claim to the appropriate authority.
- Whilst we expect eligible claims to be processed within 6 months, this is only a guideline and claims can take much longer.
- We may receive information requests from the regulated firm, FOS or FSCS and we will contact you to clarify any information required.
- If your claim is initially submitted to a regulated firm and is rejected, we will advise you to escalate the claim to the FOS where appropriate.
- We will support consumers throughout the lifecycle of the claim.
- We will ensure consumers are kept updated throughout.
- If an offer of redress is made, we will assess this offer to determine whether this is suitable or not. We will advise consumers to either accept or reject the redress.

## Fees

- We operate on a "no-win, no-fee" basis.
- We do not charge a fee if your claim is unsuccessful, if your claim is successful and you receive an offer of compensation we will charge a success fee + VAT in accordance with the FCA fee structure for claims management companies. This fee structure is calculated as a percentage of any redress you receive and is laid out in the following section.

- You are entitled to cancel this contract within 14 days of signing free of charge, any payments made during this time will be 100% refunded.
- If you terminate this contract after the 14 days we will charge you £100 per hour for work done, unless you have received a compensation offer where our full fee would apply.
- If you have any liabilities with the company which your compensation maybe offset, our full fee will still apply.
- Our fees are plus VAT
- If Tower Hill Group Ltd, refers your claim to another licensed claims management company, we may receive a fee in the event that you engage them to represent the claim on your behalf. Any fee we receive is paid directly by the specialist and funded from their standard fee structures. You will therefore not be charged any more than if you had approached and engaged the firm independently

## Fee Structure

Consumer Redress Obtained		Max % rate of Charge	Max Total Fee
Lower (£)	Upper (£)		
£1	£1,499	30%	£420
£1,500	£9,999	28%	£2,500
£10,000	£24,999	25%	£5,000
£25,000	£49,999	20%	£7,500
£50,000	NA	15%	£10,000

Redress Award (£)	Tower Hill Group fee inc VAT (£)	Amount you Receive (£)
Claim Rejected	0	0
1,000	360	640
6,000	2,016	3,984
20,000	6,000	14,000
40,000	9,000	31,000
100,000	12,000	88,000

## General Obligations of the Registrant

The registrant agrees with the company:

- To ensure that all information sent to the company is true, accurate, not misleading and shall not contain any relevant omissions.
- To authorise the company to make a subject access request on your behalf.
- To authorise the company to receive & review documentation on your behalf to substantiate your potential claim.
- Not to register any persons information that they are not legally authorised to do so.
- You must pay our fees within 14 days of receiving an invoice from us. You should consider how you will pay our fee if you decide to decline an offer of compensation which we recommend that you accept.
- If you do not pay our fee within 14 days of receiving an invoice from us, you will be notified that if our fee is not received within 14 days of this notification the debt will be passed onto a debt collector.

- In the event that the client fails to pay the fee within 28 days of the date of receipt of any financial redress, Tower Hill Group Ltd, shall be entitled to charge the reasonable costs it incurs recovering any overdue amount. If the offer of redress requires it to be paid directly into a pension, our fee may become payable before the pension is accessible. In this event, it may be possible to agree a repayment plan based on your financial circumstances.

### **General Obligations of the Company**

- Use all reasonable endeavors to receive compensation for our clients.
- To investigate your complaint diligently and compliantly.
- Promptly notify you if the claim is not pursuable. It is at our sole discretion to decide whether or not to proceed with the claim at any time during the claims process but we must act reasonably in taking such a decision.
- Promptly notify you of the outcome of the claim.
- Not disclose any of your personal information to anyone without your consent or as required by law, court order or as requested by any other government or law enforcement authority or as requested by any company or other entity to whom we may either transfer or subcontract any or all of our obligations to you under this Agreement.
- The firm shall pass on to the customer any information received from a third party which is addressed to, or meant for, the attention of that customer and any request received by the firm from a third party for the supply of information by the customer that the firm does not already hold.
- The firm shall pass on the information or request promptly, and in any event within ten business days of receiving the information or request and in a durable medium.

### **Privacy Policy and Data Protection**

All personal data will be held in accordance with the Terms of the Company's privacy policy which can be found on the company's website [www.towerhillgroup.co.uk](http://www.towerhillgroup.co.uk). All personal Data is stored securely in accordance with the principles of the UK General Data Protection Regulation (GDPR).

### **Post Contractual Information**

You must pay our fees within 14 days of receiving an invoice from us. You should consider how you will pay our fee if you decide to decline an offer of compensation which we recommend that you accept. If you do not pay our fee within 14 days of receiving an invoice from us, you will be notified that if our fee is not received within 14 days of this notification the debt will be passed onto a debt collector. In the event that you fail to pay the fee within 28 days of the date of receipt of any financial redress, Tower Hill Group Ltd, shall be entitled to charge the reasonable costs it incurs recovering any overdue amount. If the offer of redress requires it to be paid directly into a pension, our fee may become payable before the pension is accessible. In this event, it may be possible to agree a repayment plan based on your financial circumstances.

If you are unable to pay our fees and are struggling with debt, we recommend speaking with your local Citizens Advice Bureau at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk), as their money advisors may be able to assist you with regaining control of your finances.

If you are deemed to be vulnerable and unable to pay, please notify us immediately so a plan can be put into place.

## Complaints

The Company operates a complaints procedure which is outlined on the following websites:

- [ClaimsDepot.co.uk](http://ClaimsDepot.co.uk)

To register a complaint or receive a copy of the complaints procedure, please send a request to

- [info@towerhillgroup.co.uk](mailto:info@towerhillgroup.co.uk)

## Important Information for Registrants

- Registrants do not have to use the services of a claims management firm.
- Registrants can contact the financial service provider directly, free of charge and if they are no longer trading, have the option to contact the Financial Services Compensation Scheme (FSCS) providing it falls within their remit. The Financial Ombudsman Service can also be contacted free of charge, provided the financial services provider has been approached first if you wish them to review your case.
- Registrants also have the right to seek further advice from other legal firms or consumer organisations, subject to any time limits within which a claim must be made
- You have also been provided a “one-page summary” document which further outlines our service you are signing for.