



FINANCIAL PRODUCTS AND SERVICES COMPLAINTS

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Introduction

- 1.1 Congruent Legal Limited whose registered office is at 141-142 Fenchurch Street, London, EC3M 6BL is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM33563.
- 1.2 We offer a service for consumers and businesses in England and Wales who have a complaint against a firm (the “responsible firm”) about a financial product or service :
 - 1.2.1 where the consumer or business has not yet submitted a complaint to the responsible firm, or
 - 1.2.2 where the consumer or business has submitted a complaint to the responsible firm but has not yet received an offer to resolve the complaint or has received an offer but has not yet decided whether to accept it, or
 - 1.2.3 where the consumer or business is considering what alternative processes might be available to have the complaint resolved, or
 - 1.2.4 where the consumer or business has already started an alternative process eg a referral to the Financial Ombudsman Service or legal proceedings, or
 - 1.2.5 where the consumer or business has appointed somebody to advise and represent them with their complaint but wishes to change the appointment
- 1.3 Our service is for complaints where the resolution sought for the complaint is monetary compensation or, additionally or instead, compensatory rectification of the financial product or service.
- 1.4 We are willing to consider providing our service in parts of the United Kingdom other than England and Wales, or outside the United Kingdom. The service would not be a regulated claims management activity (the Claims Management Regulator is appointed to carry out functions under Part 2 of the Compensation Act 2006 and the Act provides that that Part extends to England and Wales only).

2. Our service

- 2.1 Our service consists of determining fair and reasonable compensation for our clients, and representation of our clients in seeking compensation from the responsible firm or through an alternative process eg referral to the Financial Ombudsman Service or legal proceedings.
- 2.2 Where we are appointed after our client has received an offer of compensation our service will include advice on whether the offer should be accepted or not and, if not, advice on challenging the offer and on what alternative processes are available and what they might be able to achieve.
- 2.3 Our service will include :
 - 2.3.1 the initial consideration of your complaint and providing you with an assessment of the risk in proceeding and our assessment of your chances of success
 - 2.3.2 determination of what additional information is required and, if you do not have that information, advising you how to obtain it or requesting it on your behalf
 - 2.3.3 advice on what is fair and reasonable compensation and advice as to whether the compensation should include further amounts such as consequential losses
 - 2.3.4 advice on alternative processes that might be available to have the complaint resolved including associated risks, delays and costs
 - 2.3.5 preparation and submission of your complaint to the responsible firm, or to any alternative dispute resolution process including the Financial Ombudsman Service, or by starting legal proceedings (see paragraphs 2.8 to 2.13 for further details of this process), putting forward arguments for fair and reasonable compensation on your behalf and management of your case on your behalf; in the event that your complaint against the responsible firm is referred to the Financial Services Compensation Scheme we will assist you in a similar manner
 - 2.3.6 assistance in checking any calculations of compensation offered to you; if insufficient details are provided to enable checking we will assist you by preparing and submitting a request for explanation of the calculations or, if that fails, we will assist you by preparing and submitting alternative calculations so that the results can be compared
- 2.4 In providing our service we may determine that it is appropriate for us to prepare a written report on our findings and recommendations. We will retain

title in this report and it may not be used for any other purpose without our consent.

- 2.5 We will act in your best interests at all times and will not pursue a complaint where we consider an offer of compensation that you have already received is fair and reasonable. Our service is designed to ensure that you receive fair and reasonable compensation and not to seek to recover enhanced compensation. We will therefore advise you if an existing offer is fair and reasonable.
- 2.6 If you are an “eligible complainant” for purposes of the rules under which the Financial Ombudsman Service operates, and the fair and reasonable compensation to which you are entitled is no greater than the limit of their financial jurisdiction, you may gain nothing by the use of our service and you may secure the correct compensation without incurring any fees for using our service. We will advise you whether, in our opinion, this appears to apply to you, based on the information that you have provided to us, and if as a result of additional information our opinion alters we will inform you immediately.
- 2.7 In pursuance of our duty to act in your best interests at all times, we will only ever advise you to pursue a complaint if it is in your interests to do so. We will also advise you immediately and at the earliest opportunity in the initial consideration of your complaint if your complaint appears to be fundamentally flawed and unlikely to succeed.
- 2.8 If you do not receive an offer of compensation, which we believe to be fair and reasonable, after you have exhausted the complaint processes of the responsible firm and, if applicable, the Financial Ombudsman Service, you may wish to consider commencing legal proceedings. The process is different if the complaint can be pursued under the courts’ small claims procedure (usually up to £10,000).
- 2.9 If the complaint can be pursued under the small claims procedure we will provide the assistance that you need including providing the documents required, and attending the court hearing with you (you will need the permission of the court but that is a formality). After your small claim has been served on the responsible firm it may be appropriate to use the small claims mediation service to seek to resolve the matter before a court hearing - we will advise and assist you with that. Your potential liability for the responsible firm’s costs if you lose is limited to their incidental expenses.
- 2.10 If the complaint cannot be pursued under the small claims procedure the process is potentially very expensive, and with the risk of having to pay the responsible firm’s costs if you withdraw the claim or lose. We will engage, and fully brief, a barrister to assist in ensuring you are fully informed to make

your decision whether to proceed - although we will ensure that you have the advice that you need this has to be solely your decision.

- 2.11 Court proceedings (other than the small claims procedure) require, by law, the appointment of an authorised lawyer or lawyers (a) to conduct the litigation and (b) to exercise the right of audience in the courts (these functions are each known as a “reserved legal activity”). We will engage, fully brief, and provide administrative and expert support to, barristers who are able to provide the required services and who are able to accept instructions from us, on behalf of our clients, under the “licensed access” arrangements of the Bar Standards Board. We will consult you on the choice of any barrister we appoint to exercise the right of audience in the courts, that is to appear on your behalf in court.
- 2.12 If you are considering, or have decided on, starting legal proceedings (other than through the courts’ small claims procedure) we will advise you on possible litigation funding and insurance options; we may call on our sister company Congruent Financial Limited for their risk advisory and insurance intermediation services and you may have to enter into a contract with them.
- 2.13 We need to point out to you that in accordance with the provisions of the Legal Services Act 2007 an authorised lawyer who conducts litigation or exercises the right of audience in the courts has a duty to the court in question to act with independence in the interests of justice. We, however, will continue to act in your best interests.
- 2.14 If any compensation or other money payable to you is paid to us we will immediately transfer it to a Client Account. If we subsequently raise an invoice for charges payable to us in accordance with this contract you agree that we will have a lien for the amount of the charges against the amount held for you in our Client Account and that we may transfer the balance payable to discharge any invoice that we have raised in accordance with this contract. We confirm that any sums held by us in our Client Account will be held in accordance with the Client Account Rules.
- 2.15 We will provide our opinion on any alternative product offered by the responsible firm as compensation.

3. Contract

- 3.1 A legally binding contract between you and us will commence when you sign and return the Acceptance and Payment Document provided with our Engagement Letter (or you indicate acceptance in any other way that we accept).

- 3.2 Before you sign the Acceptance and Payment Document you **must** read through these general terms and conditions. If you have any questions concerning them please ask us.
 - 3.3 You should keep a copy of these general terms and conditions for your records.
 - 3.4 Once we and you have entered into a contract we will normally start providing our service to you after 14 days.
 - 3.5 You have the right to cancel this contract within 14 days (“the Statutory Cooling-Off Period”).
 - 3.6 Our aim is to always provide you with our service :
 - 3.6.1 using reasonable care and skill
 - 3.6.2 in compliance with The Actuaries’ Code, which is made up of high level principles which have the aim of protecting the public interest
 - 3.6.3 in compliance with commonly accepted practices and standards imposed by the Claims Management Regulator
 - 3.6.4 in compliance with laws and regulations in force at the time we carry out our service
 - 3.7 Unless we agree otherwise, we will provide our service on normal working days and start work no later than 9am and finish work no earlier than 6pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- 4. Your obligations to us**
- 4.1 You will, on our behalf, submit a Data Subject Action Request to the responsible firm to obtain initial disclosure of documentation to allow us to carry out the initial consideration of your matter, unless we are satisfied that you are able to provide all the information that we require without this step being necessary. You will be required to pay a fee of £10 to the responsible firm for this information and the responsible firm has up to 40 days to provide this initial disclosure. The procedure applies to consumers, sole traders and members of partnerships but does not apply to other businesses eg companies.

- 4.2 In addition, in order that we can provide our service you will be responsible for providing us with the following upon request :
- 4.2.1 all the information that we require - however we will explain what matters could affect the calculation of compensation and assist you to identify the required information
 - 4.2.2 (if applicable) access to all the appropriate officers, employees, agents or advisers of your business
 - 4.2.3 written authority to represent you when we provide our service, in a form suitable for providing to the responsible firm, and to your agents or advisers or others that may be applicable or to the Financial Ombudsman Service or Financial Services Compensation Scheme
- 4.3 Payment of costs to be incurred by any of the people or firms to whom we require access will be your responsibility. If, as a matter of expediency, we agree to pay any of these costs you will be responsible for reimbursing us.

5. Charges and expenses

- 5.1 We will make charges for using our service and there may be expenses which are explained in this paragraph 5.
- 5.2 When this contract has commenced you will be considered to have agreed to our charges and expenses, subject to the limited right to cancel provided in these General Terms and Conditions of Engagement.
- 5.3 The work to provide our service to you will be assessed by us and assigned to one or more staff according to the level of skill and experience necessary. Work will be delegated where it can be, subject to ensuring that the required quality of work is achieved. Work will be subject to checking and to formal peer review where appropriate and this work will be included within the work to provide our service
- 5.4 Time spent by each member of staff engaged will be recorded as it takes place in an electronic “daily recording system” with a description of the work being undertaken and the length of time taken for each working session. The recording system is subject to internal audit so that we can be satisfied that the records are correct.
- 5.5 Travel and subsistence expenses (if these are necessarily incurred in making visits) will be recorded similarly. Business mileage is charged at 45p per mile - this rate is reviewed each 1 January and may be increased.

- 5.6 We will provide a list of the staff engaged on the work and their hourly charge-out rates, which depend on seniority. Rates are reviewed each 1 January and may be increased.
- 5.7 If it is necessary for us to incur other expenses, including court fees, barristers charges, accounting costs, costs in accordance with paragraph 4.3 etc, we will seek your specific agreement to them (unless they fall within an agreed fixed cost in accordance with paragraph 5.9).
- 5.8 If you start legal proceedings (other than through the courts' small claims procedure) and you withdraw the claim or lose and become liable for the responsible firm's costs you must pay those costs yourself (subject to any litigation funding or insurance that you have).
- 5.9 We will provide an estimate of the amount of work and the charges and expenses and update that from time to time or whenever agreed limits are reached.
- 5.10 If, instead of the arrangements stated above, you wish costs to be fixed in advance we will prepare a Statement of Work for that part of the work for which we are willing to quote a fixed cost, for your approval. The Statement of Work may break the work into stages and the defined stage payments will be invoiced as each stage is completed. Costs and expenses not covered by the Statement of Work will be determined in the usual way stated above.
- 5.11 This contract will come to an end when you have received compensation or on one of the termination events in paragraph 15. You will remain responsible for payment of charges and expenses incurred before termination.
- 5.12 All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

6. Invoices and security deposits

- 6.1 We will send you invoices at the end of each calendar month (or, where a Statement of Work applies, when stage payments become due) and on termination of this contract.
- 6.2 We may request a security deposit at any time; security deposits will be paid into our Client Account and will only be withdrawn to pay an invoice that we have issued.
- 6.3 You should pay any amount requested as a security deposit and pay our invoices within 14 days of receipt.
- 6.4 If you have any queries about any request for a security deposit or about any invoice you receive please contact us immediately.

7. Payment of Third Party Commission

- 7.1 If you were referred to us as a client we may have paid a referral fee. Where this is the case we will confirm the nature and time of the referral, the name of the referrer and the amount paid.

8. Default

- 8.1 If you fail to make payment we may charge you interest at a rate not exceeding 3% per annum above the base rate of Barclays Bank plc applicable from time to time on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or when we asked you first to pay them.

9. Communicating with us and Electronic mail

- 9.1 You are able to contact us by telephone (our contact number is 020 3143 3150) however, for important matters we suggest that you use writing and send any communications by post to Congruent Legal Limited, 141-142 Fenchurch Street, London, EC3M 6BL or by email to team@mycongruent.com. Our preference is to communicate by email because it enables us to communicate more quickly with our clients (and also for clients to correspond with us more quickly).
- 9.2 However, not every client finds this method of communication acceptable. Some have concerns about who might see such correspondence and not every client has systems in place which ensure that only the addressee of an email will see it. Please advise us if you do not wish to correspond by email.
- 9.3 Our address for service of notices is Congruent Legal Limited, 141-142 Fenchurch Street, London, EC3M 6BL or by email to team@mycongruent.com. If we wish to send you a letter or notice we will use the address you have given us for correspondence.

10. Data protection

- 10.1 By your agreeing to Congruent Legal Limited acting for you, you are consenting, in accordance with the Data Protection Act 1998, to Congruent Legal Limited holding and processing in any form, and transferring, data we collect in relation to you for the purposes of providing our service. No information concerning you or the matter with which we are dealing with on your behalf will be disclosed or passed onto a third party without your specific authority (subject to the proviso set out in paragraph 12.1 below).

11. Proof of identity

11.1 The law now requires us to obtain satisfactory evidence of the identity of our clients. We shall be grateful if you will provide us with documents to verify your identity and address. Please provide your current valid passport or photo driving licence together with a second form of identity (such as a utility bill, bank statement) which shows your current address and which is not dated more than 3 months prior to the date we ask for evidence of your identity. If you are unable to fulfill these requirements please let us know and we can discuss alternative ways for you to provide alternative means of identity. If you are a business, these requirements will apply to each individual who deals with us on behalf of the business (such as directors, managers and employees).

12. Confidentiality, money laundering and proceeds of crime

12.1 We are under a legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where we know or suspect that a transaction on behalf of a client involves money laundering, we may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that disclosure is made or of the reasons for it because the law prohibits this.

13. Insurance and liability

13.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with our service, the claim can only be brought against Congruent Legal Limited and not against the individual members, officers, employees or agents. We believe this is reasonable as it corresponds to modern business practice and that Congruent Legal Limited has in place indemnity insurance. For these purposes :

13.1.1 “Claim” means any claim whether arising out of this contract or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis

13.1.2 A barrister that we have engaged in accordance with this contract is responsible for the service he or she provides and you may only bring a claim against Congruent Legal Limited for the service that we have provided as distinct from services provided by the barrister

13.2 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

13.3 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising from a breach of this contract.

14. Storage of papers and documents

14.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of this contract.

14.2 We normally keep papers for no more than 6 years (except for those you ask us to return to you). We keep the papers on your acceptance that at the end of 6 years after the date of the final invoice we sent to you we have your express authority to destroy the papers. However, we will not destroy papers you have expressly asked us to deposit in safe custody.

14.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. We may charge (based on the time we spend in producing stored papers or documents) for producing them to you or to another person at your request.

15. Termination

15.1 You are able to terminate this contract up to 14 days after signing. This period is referred to in these terms and conditions as the “Statutory Cooling-Off Period” and, where you terminate this contract within the Statutory Cooling-Off Period, you will not have to pay anything for our service. Any payment you have made to us will be returned to you. A Cancellation Form is attached for your convenience (but you do not have to use it).

15.2 You can withdraw from this contract at any time after the expiry of the Statutory Cooling-Off Period by writing to The Directors, Congruent Legal Limited, 141-142 Fenchurch Street, London, EC3M 6BL or by email to the following email address namely directors@mycongruent.com. However, if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so. The charges and expenses you will pay on withdrawal will be determined in accordance with paragraph 5.

15.3 We will only stop acting for you when we have a good reason to do so; for example :

15.3.1 if we come to a decision that your claim appears to be fundamentally flawed and unlikely to succeed, or

- 15.3.2 if you do not pay one or more of our invoices, or
 - 15.3.3 if you do not pay a security deposit promptly when you are required to do so, or
 - 15.3.4 if you fail to meet your obligations to us as set out in paragraph 4 and accordingly we are unable to provide the service to you, or
 - 15.3.5 if you provide instructions which are unreasonable or would require us to breach a professional rule, or would require a barrister that we have engaged to breach a duty to the court, or involve the commission of a criminal offence
- 15.4 If we decide to stop acting for you we will give you reasonable notice that we are to stop acting. The length of the notice will depend on the circumstances.
- 15.5 If you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so. The charges and expenses you will pay if we stop acting for you will be determined in accordance with paragraph 5.

16. Complaints about our service

- 16.1 Please refer to our Complaints Handling Procedure (appended).

17. Further instructions and amendments to this contract

- 17.1 If you provide us with further instructions concerning other matters, these general terms and conditions will apply, unless we agree otherwise.
- 17.2 We will have the right to amend the terms and conditions of this contract where :
 - 17.2.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
 - 17.2.2 we are changing the rates we charge for the provision of our service; or
 - 17.2.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of this contract), as long as such correction is minor and does not materially affect this contract
- 17.3 Where we are making any amendment we will give you 30 days' prior notice (unless this contract is terminated before that period).

18. Website

- 18.1 The provisions of this paragraph 18 relate to the use of our Website.
- 18.2 If we have agreed that you can access online progress reports concerning your matter through our Website, the password we provide to you must be kept safe, secure and secret. If you no longer require access to online progress reports please let us know by email or in writing.
- 18.3 All information and publication on our Website are protected by copyright and belong to Congruent Legal Limited. You may print or download extracts of such information or publication from our Website for your personal review. You may also copy such information or publication from our Website to third parties provided that :
- 18.3.1 the copy is accurate
 - 18.3.2 the copy is provided free of charge
 - 18.3.3 you acknowledge us as the source of the material
 - 18.3.4 this copyright notice and any other proprietary notice which we may include in the publication or on our Website from time to time is prominently displayed; and
 - 18.3.5 you inform such third parties that they must comply with the copyright notice and the applicable proprietary notices
- 18.4 Save as expressly permitted above the copying and reproduction of any material from our Website or any incorporation of the same into any other material in any media or format of any kind is strictly prohibited.
- 18.5 All rights are reserved.
- 18.6 We make no representations warranties or guarantees of any kind in respect of any information and publication made available to you on our Website. To the maximum extent permitted by law we expressly exclude all representations warranties obligations and liabilities arising out of or in connection with all such information and publication on our Website.
- 18.7 All information and publication which are available to you on our Website is general information only and correct at the time of writing.
- 18.8 We are committed to protecting and respecting your privacy. The following information describes how we use any personal information you provide to us and any other information we collect about you.

- 18.9 The only personal information that we collect is the personal information that you give us when you complete a form on our Website or when you contact us.
- 18.10 If you have also provided us with personal information about any other person you confirm that he/she consents to our use of his/her personal data and that you have informed him/her of our identity and provided him/her with a copy of this contract.
- 18.11 In addition to the information that you may provide to us we (and our external web hosting service provider) may also collect details of your visits to our Website and the resources that you access however such information does not identify you as an individual.
- 18.12 We may collect information about your mobile phone computer or other device from which you access our website including where available your IP address operating system and browser type for systems administration. This is statistical data about our users' browsing actions and patterns and does not identify any individual. We may however use such information in conjunction with the data we have about you in order to track your usage of our service.
- 18.13 Our website uses cookies - small files stored by your browser that allow it to recognise you as a user and store your preferred settings. Cookies are widely used to make websites function efficiently.
- 18.14 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies however this may lead to loss of some of the functionality of our Website. Unless you have adjusted your browser setting so that it will refuse cookies our system will issue cookies when you log in to our Website.
- 18.15 We use your information:
- 18.15.1 to try to ensure that content from our Website is presented in the most effective manner for you and your device
 - 18.15.2 to provide you with information and/or services that you request from us or which we think may interest you
 - 18.15.3 to respond to any communication received from you
 - 18.15.4 to carry out our obligations arising from any contracts entered into between you and us
 - 18.15.5 to notify you about changes to our service and additional services

- 18.16 We never sell your information or pass it to any third party for marketing purposes or for any other purpose unconnected with our business.
- 18.17 The only circumstances under which we would ever disclose your information to a third party are:
- 18.17.1 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation or to protect or enforce our own or another person's rights
 - 18.17.2 in the event that we enter negotiations to merge with or sell our business to a third party in which case your information may be shared with that third party either before or after the merger or sale; or
 - 18.17.3 where third party subcontractors do work for us in which case they are only allowed to use your information to do that work for us and not for any other purpose
- 18.18 You have the right to ask us not to process your personal data for marketing purposes.
- 18.19 You can do this by opting-out option by emailing or in writing that you do not wish to receive marketing information from us.
- 18.20 You have the right to request a copy of the information that we hold about you. Any request may be subject to a reasonable administrative fee to meet our costs in providing you with details of the information we hold about you.
- 18.21 You are entitled to have any inaccuracies in your personal information corrected.
- 18.22 Please contact us if you would like us to take any action in respect of the rights set out above.

19 Contracts (Rights of Third Parties) Act 1999

- 19.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

20. Entire agreement

- 20.1 This contract contains the whole agreement between you and us and supersedes and replaces any prior written or oral agreements representations or understandings between you and us. You and we confirm that neither of us has entered into this contract on the basis of any representation that is not expressly incorporated into this contract. Nothing in this contract excludes liability for fraud.

21. Waiver

21.1 No failure or delay by us in exercising any right power or privilege under this contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege. The rights and remedies provided in this contract are cumulative and not exclusive of any rights and remedies provided by law.

22. Severance

22.1 If any provision of this contract is prohibited by law or judged by a court to be unlawful void or unenforceable the provision shall to the extent required be severed from this contract and rendered ineffective as far as possible without modifying the remaining provisions of this contract and shall not in any way affect any other circumstances of or the validity or enforcement of this contract.

23. Interpretation

23.1 In this contract “we”, “us” and “our” refer to Congruent Legal Limited and “you”, and “your” refer to the consumer or business to whom we are providing our service in accordance with this contract. References to client or clients includes “you” where the context requires that.

23.2 In this contract the word “responsible firm” refers to:

23.2.1 the financial institution, company, partnership, governmental body, individual or any other type of legal entity against which you have a complaint

23.2.2 in addition, where you have previously engaged anyone to provide you with a regulated claims management service in respect of the complaint, you may ask us to consider whether you have a complaint against them in which event they will be brought within our service as a responsible firm

23.3 In this contract unless the context otherwise requires:

23.3.1 words importing any gender include every gender

23.3.2 words importing the singular number include the plural number and vice versa

23.3.3 words importing persons include firms companies and corporations and vice versa

23.3.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this contract

- 23.3.5 reference in any schedule to this contract to numbered paragraphs relate to the numbered paragraphs of that schedule
- 23.3.6 any obligation on any you or us not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 23.3.7 the headings to the clauses schedules and paragraphs of this contract are not to affect the interpretation
- 23.3.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 23.1.9 where the word 'including' is used in this contract it shall be understood as meaning 'including without limitation'.

24. Law and jurisdiction

- 24.1 This contract shall be governed by and construed in accordance with the law of England and Wales and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Complaints Handling Procedure

1. Complaints may be made in writing, by e-mail, by telephone or any other form in respect of a service that we have provided.
2. We reserve the right to decline to consider a complaint that is made more than six months after you became aware of the cause of the complaint. There may be instances where we will waive this requirement at our discretion. We will confirm to you in writing if a complaint has been made outside the time limit that we are prepared to consider.
3. We will send you a written or electronic acknowledgement of a complaint within five business days of receipt, identifying the person who will be handling the complaint. Wherever possible, that person will not have been directly involved in the matter which is the subject of the complaint, and will have authority to settle the complaint.
4. Within **four weeks** of receiving a complaint, we will send you either :
 - a) a final response which adequately addresses the complaint; or
 - b) a holding response, which explains why we are not yet in a position to resolve the complaint and indicates when we will make further contact with you
5. Within **eight weeks** of receiving a complaint we will send you either :
 - a) a final response which adequately addresses the complaint; or
 - b) a response which :
 - (i) explains why we are still not in a position to make a final response, giving reasons for the further delay and indicating when we expect to be able to provide a final response; and
 - (ii) informs you that you may refer the handling of the complaint to the Legal Ombudsman if you are dissatisfied with the delay
6. Where we decide that redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress which you accept. Appropriate redress will not always involve financial redress.

7. If you are not satisfied with our response, or if a complaint is not resolved after eight weeks, you may refer the complaint to -

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Telephone : 0300 555 0333

From overseas : +44 121 245 3050

Minicom : 0300 555 1777

Email : enquiries@legalombudsman.org.uk.

Website : <http://www.legalombudsman.org.uk>

8. You have no more than six months from the date of our final response (or from the date eight weeks after we received your complaint if we do not provide you with a final response) to refer the complaint to the Legal Ombudsman.
9. The Legal Ombudsman will be able to direct us to:
- o apologise;
 - o return documents;
 - o put things right if more work can correct what went wrong;
 - o refund or reduce your fees; and/or
 - o pay compensation of up to £50,000.
10. The Legal Ombudsman's scheme rules set out the framework for how the Legal Ombudsman resolves complaints about legal services provided in England and Wales to individuals, micro-enterprises and some other bodies. The scheme rules are available on the Legal Ombudsman's website.

Cancellation Form

Please use one of the following means of transmission.

1. By Post, Courier or By Hand To :

The Directors
Congruent Legal Limited
141-142 Fenchurch Street
London
EC3M 6BL

2. By Email To :

directors@mycongruent.com

I/We hereby give notice that I/we cancel my/our contract for the supply of your service ordered on the date stated (please enter the date, if available, on which the contract commenced)

Date of contract :

Name :

Address :

Signature :

Date signed

You have the right to cancel the contract between us up to 14 days after signing ("the Statutory Cooling-Off Period"). You do not have to give any reason. You will not owe us any money and we will reimburse in full any amounts that we have received from you.

We are required by law to provide this Cancellation Form for your convenience - you may use it but you do not have to - you may instead inform us of your decision by letter or email.