



Small Claims Assistance.co.uk
Helping you even the odds

Terms *And* Conditions

The Parties

1. The Parties are Small Claims Assistance Ltd, PO Box 2243, Gloucester GL3 9ET (a company registered at Companies House, number 11188808, registered office Windsor House, Bayshill Road, Cheltenham, GL50 3AT) (hereinafter “the Supplier”) and the Customer, the latter being any party entering into a contract with the Supplier for the supply of Services.
2. These terms and conditions apply to all contracts made between the Parties for the supply of Services by the Supplier. The Supplier agrees to supply “Legal Advice and/or Services” (hereafter “Services”) to the Customer and the Customer agrees to purchase Services on these conditions. A Customer’s continuing instructions signify their understanding and acceptance of the Terms in these Terms and Conditions and the accompanying Client Care Letter.
3. Headings in these conditions shall not affect their interpretation.

Application

These Conditions shall:

4. Apply to and be incorporated into the contract and prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's instructions papers, or specification or other document supplied by the Customer, or course of dealing.
5. The agreement by the Supplier to provide Services constitutes an offer by the Supplier to provide the Services selected by the Customer from Schedule 1, or such other Services as are agreed between the Parties, on these conditions. In relation to the Services in Schedule 1, acceptance of that offer will take place once payment in full has been received by the Supplier, or once the agreed Services have been performed, whichever is the earlier. In relation to such other Services as may be agreed between the Parties which do not appear in Schedule 1, acceptance of that offer will take place once the Customer has accepted the Supplier’s Terms and Conditions, once payment has been received by the Supplier, or once the agreed Services have been performed, whichever is the earlier. The Customer's terms and conditions (if any) attached to, enclosed with or referred to in the instructions, papers or other documents shall not govern the contract.

Duration

6. The Services supplied under the contract shall be provided by the Supplier to the Customer for the duration of the case to which the Services relate, that is from inception of the contract until completion of performance of the Services, or until resolution of the litigation which is the substance of the case, or earlier settlement.

Supplier's Obligations

The Supplier shall:

7. Use reasonable endeavours to provide the agreed Services to the Customer. The agreed Services will be those Services chosen by and/or agreed with the Customer at inception of the contract.

Customer's Obligations

The Customer shall:

- a) Co-operate with the Supplier in all matters relating to the Services;
- b) Provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with such information as required by the Supplier;
- c) If the Supplier's performance of its obligations under the contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay, nor shall the Supplier be obliged to refund all or any proportion of fees paid which relate to the work affected by such acts or omissions.

Charges and Payment

8. In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in Schedule 1 in full, in advance of the work being carried out, or as otherwise agreed with the Supplier. Payment can be made by bank transfer or by debit or credit card and, unless otherwise agreed, the documents/advice which constitute the agreed Services will be despatched immediately the payment is received, or if not immediately, as soon as reasonably possible after receipt of payment.
9. For Services involving a Home Visit Appointment, unless otherwise agreed in writing, the Customer shall pay the agreed charges in full, at least 24 hours in advance of the appointment. Payment can be made by bank transfer or by debit or credit card. Where, concerning Home Visit Appointments, agreement has been reached between the parties for

payment to be deferred, the Customer remains responsible for payment of the agreed fee, which must be paid in full to the Supplier, on demand.

10. The Supplier may charge interest at the prevailing County Court rate on any part of a bill which remains unpaid for more than one month after delivery. The Supplier may also take recovery action through the Courts, in which case the Supplier will add their own legal costs, interest, Court fees and any additional disbursements to the outstanding amount, all of which the Customer is liable to pay to the Supplier under the Terms of this agreement.

Refunds

11. If the Customer terminates this agreement at any time, the Customer will not be entitled to any refund.
12. If the Supplier terminates this agreement at any time, the Supplier will provide a full refund.

Conflicts of Interest

13. In the event of a conflict of interest arising on any matter the Supplier will bring this to the attention of the Customer to enable a discussion about the issue and to determine the appropriate course of action. Where necessary and in order to protect the Customer's interests, the Supplier may not be able to continue acting and will relinquish the file.

Data Protection

14. Upon performance of the contract, any original papers will be returned to the Customer or destroyed, as agreed. The Supplier will retain its file of papers (which may contain extracts from the Customer's file) on the understanding that they have the Customer's authority to store the same electronically, and will destroy the file six years after completion of Services. Please also see my [Privacy and Data Protection Policy](#).

Complaints Procedure

15. All complaints should be addressed to Dean Talbot, director of Small Claims Assistance Ltd, either by email or by letter, to Small Claims Assistance, PO Box 2243, Gloucester, GL3 9ET, or by email to enquiries@smallclaimsassistance.co.uk.
16. Your complaint will be acknowledged in writing within 2 working days of receipt.
17. Your complaint will be fully investigated, and a detailed response will be sent to you within 21 days. As part of the investigation, we may need to contact you for further information which may be by telephone, email, or letter.

18. If you are not satisfied with the outcome of your complaint, or if your complaint is not resolved within 8 weeks, you may complain to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ (<http://www.legalombudsman.org.uk/>). You must do this within 6 months of your having received a final response from us to your complaint.
19. If you are unhappy with our conduct during the course of dealing with your case, you may complain to The Chartered Institute of Legal Executives Regulation, Kempston Manor, Kempston, Bedford, MK42 7AB (info@cilexregulation.org.uk www.cilexregulation.org.uk . You must do this within 12 months of the conduct of which you wish to complain. CILEx Regulation will investigate free of charge any allegations of misconduct made against members of CILEx. Complaints of this type must be made within 12 months of the event giving rise to the complaint, or within 12 months of the complainant having knowledge of the events, whichever is the greater.
20. In accordance with the [Alternative Dispute Resolution for Consumer Disputes \(Competent Authorities and Information\) Regulations \(2015\)](#), in the event that your complaint cannot be resolved between us, if you so choose, you may use Alternative Dispute Resolution to resolve your complaint.
21. Alternative dispute resolution bodies, such as Small Claims Mediation <https://www.gov.uk/guidance/small-claims-mediation-service> exist which are competent to deal with complaints about legal Services should you wish to use such a scheme.
22. The Supplier agrees to use Small Claims Mediation if you wish to resolve the dispute by such means. The timescale for contacting them is twelve months.

Variation

23. The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
24. No variation of the contract or these conditions or of any of the documents referred to therein shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

Force Majeure

25. The Supplier shall have no liability to the Customer under the contract if it is prevented from, or delayed in performing, its obligations under the contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law

or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Suppliers or subcontractors.

Limitation of liability

26. Where the Customer is acting as a consumer, as defined under the “Unfair Terms in Consumer Contracts Regulations 1999”, this section comprising paragraphs 25 to 29 inclusive will not apply.
27. This condition sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
 - a) Any breach of the contract;
 - b) Any use made by the Customer of the Services; and
 - c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract.
28. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
29. Nothing in these Conditions limits or excludes the liability of the Supplier:
 - a) For death or personal injury resulting from negligence; or
 - b) For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
30. The Supplier shall not be liable for:
 - a) Loss of profits; or
 - b) Loss of business; or
 - c) Depletion of goodwill and/or similar losses; or
 - d) Loss of anticipated savings; or
 - e) Loss of goods; or
 - f) Loss of contract; or
 - g) Loss of use; or
 - h) Loss or corruption of data or information; or
 - i) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
31. The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

General

32. The construction, validity and performance of this contract is governed by the Law of England and Wales, and the Parties to the contract submit to the jurisdiction of the English Courts.
33. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
34. The Customer's statutory rights are not affected by any of the above terms.
35. The schedule forms part of the Contract.
36. The Supplier accepts no responsibility in respect of the content of any site to which a hypertext link from this site exists. The links are provided with no warranty, express or implied, as to the information or content provided within.

SCHEDULE 1

The Services referred to above, and which comprise the agreed Services in the contract are as follows:

Item	Our Fee
Initial Advice and Letter of Claim	£70 [†]
Claim Form and Particulars of Claim	£70 [†]
Application for Judgement (CPR 12)	£18
Advice on opponent's Defence (pursuing a claim)	£35 [*]
Drafting Defence (defending a claim)	£140 ^{**}
Directions Questionnaire	£35
Advice on Court Directions	£35
Advice on opponent's Disclosure of documents and Witness Evidence	£70 [†]
Advice on preparation for Trial	£35 [*]
Application Notice (drafting for you, or responding to opponent's application), including Applications for Judgement under CPR 24	£70 [†]
Other court documents	£35 [*]
General telephone/email advice	£35 [*]
Occupier Waiver Home Visit Appointments	(price to be agreed dependent on travel)
Mobile swear service	£60.00 - £75.00 (see below)
*Equates to 30 minutes work. If longer required, charged at hourly rate.†Equates to one hour's work. If longer required, I will always agree with you beforehand if work should cost more	

Item	Our Fee
charged at hourly rate.**Equates to two hours work. If longer required, charged at hourly rate.	than the fixed fee.(Other unspecified Services charged at £70.00/hr).
Appeals by, or against, the Claimant are not included.	

The agreed Services are provided only up until final hearing or earlier judgement order. In the event of judgement being set aside, any work done thereafter falls outside the scope of the package.

Enforcement of judgements is not offered as a service.

Dean V Talbot FCILEx,
Chartered Legal Executive and Commissioner for Oaths
Director, Small Claims Assistance Ltd, PO Box 2243, Gloucester, GL3 9ET