

Introduction

Hallbrook Partners provide investment research, information and financial redress services to retail / private investors. Our work falls into two main categories, firstly to obtain financial redress where negligent advice occurs and secondly to prevent consumers from falling victim to unethical financial firms, whether they are regulated by the FCA or are unauthorised 'boiler room' operations.

To do this we offer several services including **Broker Check**, a telephone service which is completely free to all Hallbrook clients. This service enables clients to quickly identify if a firm is legitimate and authorised, explains the consequences of dealing with unauthorised firms and provides details of the relevant authorities in which to report a financial crime.

Who we are:

Hallbrook Partners Limited is a company registered in England and Wales with company number 06726713. Our trading address (where you can contact us) is 16 Castle Boulevard, Nottingham, NG7 1FL. Our telephone number is: **0115 822 1850** email: info@hallbrook.claims www.hallbrook.claims

Our executive directors are Matthew Hall and Claire Brooksby.

Our registered office (for service of legal documents and alike) is The Old Drill Hall, 10 Arnot Hill Road Arnold, Nottinghamshire NG5 6LJ.

We are VAT registered. Our VAT registration number is 989 3081 68.

For your information Hallbrook Partners Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities. Claims Management Registration Number: CRM23253.

Claims Management Regulator's website www.gov.uk/moj/cmr

Third party representation:

Consumers should be aware that the Financial Ombudsman Service (**FOS**) and the Financial Services Compensation Scheme (**FSCS**) are **FREE** services. To make a claim for compensation you are **not required** to use the services of a third party.

Hallbrook Representation Service

We can advise, assist and represent consumers who have an eligible complaint against a regulated firm. Whether this is a complaint to a regulated financial services firm, the Financial Ombudsman Service (FOS) or ultimately the Financial Services Compensation Scheme (FSCS).

All claims are carried out in house by trained claims handlers and thus no cases will be assigned to solicitors under this agreement.

To establish if you have an eligible claim we will need to establish that you received advice from a regulated firm and if this advice was negligent. Negligent advice can stem from a variety of rule breaches, for example failing to disclose key information such as risks. In so doing you will need to provide us with copies of all document's relevant to your claim.

IMPORTANT - Please note that you should only send to us photocopies of documents in case they are lost during the post to us. This way they can be easily replaced with a further copy.

If there is evidence of negligence and / or breach of statutory duty, then we will advise on the necessary redress channels to be taken. Your Hallbrook representative will talk you through the procedures, the estimated time to a decision and the estimated amount of compensation you can expect to receive.

We make no guarantees as to the amount of compensation you will receive, or the time taken for your case to be processed but can assure you that Hallbrook Partners will endeavour to offer you our full support throughout the process. Please note all calls are recorded for training and quality purposes.

What happens next:

On receipt of your signed terms, letter of authority and following the 14 day cooling off period we will commence your claim. We will complete a forms consultation and take a statement of dealings from you to establish the circumstances at the time of advice. This will take approximately 15-20 minutes over the telephone.

Following your forms consultation, your FSCS claim forms and a witness statement will be completed and sent to you to read, verify and sign. Please note that you are responsible for providing us with information that is true and accurate to the best of your knowledge. If you wish to make any changes to the forms, please contact your case handler so the forms can be amended and resent to you. We would appreciate the signed forms being returned to us within a reasonable time frame.

Once we have received the signed forms and the Statement of Dealings, these will then be submitted to the FSCS along with any supporting documentary evidence. Once submitted the FSCS guidelines for eligible claims to be processed is within 6 months, however please note this is only a guideline and claims can take much longer to process. Your case handler will keep you fully informed of the progress of your claim throughout the process.

Hallbrook Fee Structure:

Success Fee:

No upfront Fee:

Compensation Fee: Charge of 25% excluding VAT of any compensation received (30% Inc. VAT).

Examples: If the compensation claimed was £1,000, the fees work as follows.	
Success Fee:	
Upfront Costs	NIL
Compensation amount awarded	£1,000.00
Our Fee excluding VAT (25%)	£250.00
The current VAT Amount applicable to our fee	£50.00
After compensation has been received into our segregated client account will deduct our fee including the applicable VAT, you will receive (70%)	£700.00
Fees applicable if we do not reach an award settlement for your Losses:	
Upfront Cost	NIL
Our Fee	NIL

Fees & Cancellation Rights:

We will never charge you anything other than the above success fee if we are allowed to complete your case to its conclusion.

By entering this agreement with us you have a right to cancel. You may cancel that agreement without any charge being made by us to you if this is done within 14 days of signing, (the cooling off period).

The cancellation can be provided to us verbally, in writing, by email or by simply sending the attached cancellation form to our trading address set out below.

If **you** wish to cancel the agreement after the 14 day cooling off period has expired but before we have reached a conclusion to your case and where we have worked on your case, we would be entitled to charge you by the hour for any work that we have undertaken. Our current hourly rate is £100 plus VAT

Hallbrook Partners Limited undertake a significant risk that if a claim is unsuccessful that we will not be paid anything for our time and advice.

Data Protection and Contact Permission

By engaging with us, you give your express permission for Hallbrook Partners to contact you via any of the contact mediums that you have provided. To investigate and progress your case it will be necessary to hold and process your personal data and to maintain contact with you throughout the duration of the claim. The legal basis on which your data will be processed is 'contractual' as it is necessary for the performance of our agreement with you.

Any documentation identified through our enquiries or provided by you will be retained by us for 6 years, after which time will be securely destroyed. Please note that this may include any original documents that we still retain, however we only require copies of documents in most circumstances and where originals are required we return them as soon as possible.

We may contact you following the conclusion of the claim to provide details of further developments relating to your previous claim or about other potential investment related claims identified as relevant and beneficial to you. Under these circumstances, the legal basis on which your data will be processed is within a 'legitimate interest'.

By signing our agreement, you provide express permission for Hallbrook Partners to contact you in the event that legal or other developments occur, which may positively affect your ability to recover investment losses. Please note that this may be several months or years following our last communication with you.

Where we hold permission to contact you by telephone, we will only contact you between the hours of 8am to 6pm Monday to Friday, unless you give specific permission for us to contact you outside of these hours.

We will not contact you or process your data for any other purposes than those stated above and will never share your details with third parties for any other purpose.

You can withdraw or restrict this permission at any time by advising us of your wishes and you are entitled to request the immediate deletion of any Personal Data that we hold. This however may adversely affect our ability to progress your claim resulting in the termination of our agreement. In the event this does happen we refer you to the Terms of Engagement and in particular clause 7 (c).

IMPORTANT:

These notes should also be read in conjunction with our 'Terms of Engagement' attached.

**Hallbrook Partners Ltd
16 Castle Boulevard
Nottingham
NG7 1DL**

Terms of Engagement – Client Copy (TO BE RETAINED BY YOU)



1. Definition & Interpretation.

Unless the context otherwise requires the following words and phrases shall have the meaning set out below:-

- (a) **“CIP”** means the Customer Information Pack letter detailing Fees and dated the date set out at the end of these Terms.
- (b) **“Claim”** means the Claim for the negligent mis-selling of an Investment whether individual or collective to the Client pursued by Hallbrook Partners Limited on behalf of the Client.
- (c) **“Client”** means the person(s) for whom Hallbrook Partners Limited has been instructed to provide the Services for as identified in the CIP.
- (d) **“Fee”** means the fees agreed by the Client in clause 13 of this agreement for the Services
- (e) **“Firm”** includes without limitation the FCA authorised and regulated; bank, building society, insurer, broker, financial advisor, firm, provider or any other organisation responsible for the sale of Investment.
- (f) **“FSCS”** means the body administering the Financial Services Compensation Scheme and its replacement from time to time.
- (g) **“Hallbrook Partners”** means Hallbrook Partners limited (Company No:6726713) whose registered office is at The Old Drill Hall, 10 Arnot Hill Road, Arnold, Nottinghamshire, NG5 6LJ.
- (h) **“Investment”** means any shares, securities, stocks or structured products.
- (i) **“Services”** means the assessment of a potential Claim and the provision of advice and the handling of the Claim for any losses sustained by the Client in respect of mis-selling of the Investment by the Firm.
- (j) **“Termination Date”** means the effective date of termination of the Services in accordance with clause 7
- (k) **“Terms”** means these terms and conditions unless otherwise indicated.
- (l) **“VAT”** means the actual rate of VAT payable on any sums due hereunder as determined from time to time by HMRC. Hallbrook Partners Limited VAT registration number is 989 3081 68.

References to the masculine gender shall be deemed to include the feminine and vice versa and the singular includes the plural and vice versa. The headings in these Terms are for convenience only and shall not affect their interpretation. References to any statute or statutory provision include a reference to the statute or statutory provision as from time to time amended extended or re-enacted (this means that we refer to law or rules in these terms that may change and, if they do, those changes will apply to this agreement). Where there are two or more individuals identified as the Client the obligations and liabilities pursuant to this agreement shall be joint and several

2. Appointment

- (a) In consideration of the Fee Hallbrook Partners will provide their Services in accordance with these Terms and is without prejudice to the Client's cancellation rights set out herein.
- (b) For the avoidance of doubt the performance of the Services shall not include the provision of any legal or financial advice and the Client hereby acknowledges it is up to the Client to obtain independent financial advice from suitably qualified persons in relation to such issues.

3. Rights and obligations of the Client

The Client by completing and signing the Letter of Authority gives Hallbrook Partners full authority to deal with the Firm and/or FSCS on the Client's behalf and to obtain other relevant information from whatever source as necessary and,

- (a) Will use reasonable endeavours to deal promptly with every reasonable request by Hallbrook Partners for authority, information documents and further instruction that Hallbrook Partners may from time to time require;
- (b) will promptly inform Hallbrook Partners of any matters that the client is aware of and that may affect the Claim;
- (c) will pay the Fee due to Hallbrook Partners in accordance with Clause 6 or 7 as applicable;
- (d) will in connection with any Claim promptly give notice Hallbrook Partners in writing of any acceptance of any offer of redress made by the Firm or FSCS; or acceptance of any offer or receipt of any redress from the Firm or FSCS during the term of this agreement. Such notification shall include the amount of redress and the date of payment (or if payment is yet to be made) and then Client shall procure such details are verified by the Firm or FSCS;
- (e) hereby acknowledges and confirms all information supplied to Hallbrook Partners is true accurate and not misleading and repeats this representation each time information is supplied to Hallbrook Partners by the Client.

4. Rights and Obligations of Hallbrook Partners

We will:-

- (a) only undertake Claims where in the reasonable opinion of Hallbrook Partners there is a valid case;
- (b) use reasonable skill and care in the performance of the Services;
- (c) use reasonable endeavors to promptly notify the Client if the Claim is not to be pursued;
- (d) use reasonable endeavors to promptly notify the Client of the outcome of the Claim;
- (e) preserve confidentiality save as expressly or by necessary implication authorised to the contrary;
- (f) deal with all complaints in accordance with its published complaints handling procedure. Details of how to complain are available on our website or on request; www.hallbrook.claims
- (g) Complaints are to be addressed to Claire Brooksby, 16 Castle Boulevard, Nottingham, NG7 1FL. Claire@hallbrookpartners.co.uk 0115 822 1850
- (h) Deal with all complaints as per the company complaints procedures;
- (i) treat all personal information as private and confidential except where Hallbrook Partners are required to disclose either in relation to pursuing the Claim or providing the Services or by law. The Client has the right of access under the Data Protection Act 1998 to their personal records held by Hallbrook Partners.
- (j) In the event that you remain unhappy with the outcome of our handling of your complaint, you may wish to contact the Legal Ombudsman whose address is PO Box 6806 Wolverhampton WV1 9WJ. You can get in touch with them by telephone on 0300 555 0333 or via email on enquiries@legalombudsman.org.uk. The Legal Ombudsman is able to deal with complaints raised by members of the public, very small businesses, charities, clubs and trusts. Normally, you will need to raise a complaint with the Legal Ombudsman within six months of receiving a final response from us about your complaint.
- (k) A copy of our Complaints Procedure accompanies these terms.

5. Exclusions

Hallbrook Partners shall have no liability to the Client:-

- (a) for any loss, damage, costs, expenses or other Claims arising from any information supplied by the Client which is incomplete, incorrect, inaccurate, illegal, in the wrong form or arising from late arrival, non-arrival or any other fault of the Client;
- (b) or be deemed to be in breach of these Terms by reason of any delay in the performing, or failure to perform any of the Services if that delay or failure was due to any cause beyond Hallbrook Partners' reasonable control or by reason of the Client's delay in providing instructions in full or in part.
- (c) for any loss or damage to any original documentation supplied to Hallbrook Partners by the Client; The client should only supply Hallbrook Partners with copy documents.

6. Payment

- (a) The Fee shall become due upon the acceptance by the Client of an offer of redress made by the Firm or FSCS to the Client in respect of the Claim. Other reasonable fees may become due in the event of a cancellation of this agreement by the Client.
- (b) From the date of payment specified in the confirmation of payment by the Firm or FSCS or by any other means Hallbrook Partners shall be entitled to invoice the Client for the agreed Fee.
- (c) In the event the Client fails to pay the Fee within 14 days of the date of receipt of the invoice or 14 days of the date of the receipt of any payment from the Client Hallbrook Partners shall be entitled to charge interest on the amount unpaid at the rate of 8% per annum until payment is made.

7. Termination

- (a) Hallbrook Partners shall have the right by giving written notice to the Client at any time to immediately terminate the continuing provision of Services under this agreement if:-
 - (i) there occurs a serious material breach by the Client of any term of the agreement which is not remedied to Hallbrook Partners' satisfaction within 14 days of a written

Hallbrook Partners is located at 16 Castle Boulevard, Nottingham, NG7 1FL and is regulated by the Claims Management regulator in respect of regulated claims management activities. Registration No: CRM23253. Registered office: C/O Atkinson Evans, The Old Drill Hall, 10 Arnot Hill Road, Arnold, Nottingham, NG5 6LJ. Registered in England and Wales. Company Reg No: 6726713

Terms of Engagement – Client Copy (TO BE RETAINED BY YOU)



notice by Hallbrook Partners specifying the breach and requiring it to be remedied; or

- (II) the Client is adjudicated bankrupt or enters an Individual Voluntary Arrangement; or
- (III) in the reasonable opinion of Hallbrook Partners the Claim has no reasonable chance of success, under which specific circumstances no fees will be due from the client.

- (b) **The Client shall have the right to cancel this agreement by giving a clear statement (e.g. a letter sent by post or an email) to Hallbrook Partners within 14 days of signing this agreement, you may use the attached cancellation form but it is not obligatory.** For the avoidance of doubt the Client will not be responsible for any costs incurred by Hallbrook Partners should the agreement be terminated within such time frame.
- (c) After the expiration of the initial 14 day period referred to in clause 7(b) above but prior to redress being offered to the Client in respect of a Claim by the Firm or FSCS the Client may at any time terminate the acceptance of continuing Services under this agreement by serving written notice as provided for above to Hallbrook Partners provided the Client pays Hallbrook Partners a reasonable fee in relation to work done to that date together with any reasonable disbursements incurred. In order to calculate the basis of this charge will be calculated by reference to time engaged undertaking work at the Hallbrook Partners hourly rate applicable at the date of these terms (currently £100 per hour plus VAT) but such fees shall not exceed the initial success fee agreed prior to work being undertaken.
- (d) Upon termination by the Client for any reason whatsoever (save clause 7(b)) all sums due to Hallbrook Partners under this agreement shall immediately become due and payable and clause 7(c) shall apply accordingly.
- (e) If the Termination Date occurs after redress has been offered by the Firm or FSCS to the Client in respect of the Claim, Hallbrook Partners shall be entitled to Claim the Fee (i.e. the purpose of this agreement has been fulfilled)

8 General

- a) These terms and any documents referred to herein shall constitute the entire agreement between the parties and may not be varied except in writing between the parties.
- b) No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c) If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these Terms and the remainder of the provision in the question shall not be affected.
- d) No third party shall have any right to enforce or rely on any provision of these terms which does or may confer any right or benefit on any third party directly or indirectly, expressly or impliedly and hence no third party shall have any right under the contract (Rights of Third Parties) Act 1999.
- e) The Client shall from time to time upon request by Hallbrook Partners execute any additional documents and do any other act or thing which may reasonably be required to give effect of these terms.
- f) Hallbrook Partners are under a professional and legal obligation to keep the affairs of clients confidential. We may from time to time use external agencies or professionals to provide services to Hallbrook Partners Limited. These may include solicitors and barristers. By instructing us you are consenting to us providing information about your case to such companies or individuals if it is appropriate to do so.
- g) Hallbrook Partners may from time to time have information that is not in the public domain that has come into our possession from another client. Whilst it may be in your interest to disclose that information, you agree by accepting these terms and conditions that we will not disclose it to you if it conflicts with our duty to a third party to keep that information confidential.
- h) These terms shall be governed by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts

9 Introducer Fees

Hallbrook Partners may pay a referral fee of £100 to third parties where a case has been referred to us. This fee may represent a provision of services and/or an agreed fixed amount and/or a percentage of the fees we generate in the event of a successful outcome. We may also agree to pay a fee to an introducer, regardless of whether we are instructed to act or even where a claim has been unsuccessful.

These costs are borne entirely by and within the standard fee structure of Hallbrook Partners and any referral fee where applicable does not in any way affect our fee to you.

10 Call Monitoring and Recording Policy

To ensure that we can provide the best possible and most efficient service, all calls are recorded for training and monitoring purposes.

11 Our Agreed Fee

The success fee applicable is as detailed in clause 13 and you agree that this percentage shall be deducted from or in circumstances where the settlement is received by you directly, it will be required to be paid by you as per clause 6

12 Data Protection and Contact Permission

By engaging with us, you give your express permission for Hallbrook Partners Ltd to contact you via any of the contact mediums that you have provided. To investigate and progress your case it will be necessary to hold and process your personal data and to maintain contact with you throughout the duration of the claim. The legal basis on which your data will be processed is 'contractual' as it is necessary for the performance of our agreement with you.

Any documentation identified through our enquiries or provided by you will be retained by us for 6 years, after which time will be securely destroyed. Please note that this may include any original documents that we still retain, however we only require copies of documents in most circumstances and where originals are required we return them as soon as possible.

We may contact you following the conclusion of the claim to provide details of further developments relating to your previous claim or about other potential investment related claims identified as relevant and beneficial to you. Under these circumstances, the legal basis on which your data will be processed is within a 'legitimate interest'.

You provide express permission for Hallbrook Partners to contact you in the event that legal or other developments occur, which may positively affect your ability to recover investment losses. Please note that this contact may be several months or years following our last communication with you.

Where we hold permission to contact you by telephone, we will only contact you between the hours of 8am to 6pm Monday to Friday, unless you give specific permission for us to contact you outside of these hours.

We will not contact you or process your data for any other purposes than those stated above and will never share your details with third parties for any other purpose.

You can withdraw or restrict this permission at any time by advising us of your wishes and you are entitled to request the immediate deletion of any Personal Data that we hold. This however may adversely affect our ability to progress your claim resulting in the termination of our agreement. In the event this does happen we refer you to the Terms of Engagement and in particular clause 7 (c).

13 Acknowledgement and Agreement

- a) **I/We acknowledge receipt of the Customer Information Pack ("CIP") and these terms and conditions of business forms part of this agreement.**
- b) **I/We specifically consent to be contacted and my/our data to be processed in accordance with clause 12**
- c) **I/We confirm that the fee structure applicable to my/our case is 25 % Ex Vat which equates to 30% Including Vat at current rates**

Based upon a settlement award of £1,000

A fee of £250 will be payable to Hallbrook Partners Ltd, in addition you will also be required to pay £50 of VAT at the current rate and this would leave you to receive the remaining £700

Client 1 Signature

Name

Date

Client 2 Signature

Where required

Name

Date



HALLBROOK™ Complaints Procedure

THESE TERMS ARE AVAILABLE IN LARGER FORMAT UPON REQUEST

1. Complaints may be made in writing, by e-mail, by telephone or in any other form in respect of a claims management service that we have provided and that is regulated under the Compensation Act 2006. Confirmation of complaint details will be requested for clarification in writing and logged by the company.
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 an electronic or written acknowledgement of your complaint within five business days of receipt. We will identify the person who will handle the complaint. Wherever practically possible, that person will not have been directly involved in the subject of the complaint, and will have the relevant authority to investigate and bring the complaint to a satisfactory outcome.
4. Within eight working weeks of receiving a complaint we will send you either a response which addresses the complaint to a satisfactory outcome or explains why we are still not able to make a final response, giving reasons for the delay and indicating the timescale of when we will be able to provide a final response and you may refer the handling of the complaint to the Legal Ombudsman Service if you are dissatisfied with the delay.
5. Where we decide that compensation is appropriate, we will settle it for any acts or omissions for which we are responsible. We will comply with any offer of compensation which you accept. Compensation may not always be financial.
6. If we are unable to resolve your complaint then you can refer the matter to the Legal Ombudsman.

The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

Website: www.legalombudsman.org.uk/cmc

Email: cmc@legalombudsman.org.uk

Tel: 0300 555 0333 between 8.30am to 5.30pm

Minicom: 0300 555 1777

Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landline and calls are recorded and may be used for training and monitoring purposes.

Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG

Do not send original documents to the Legal Ombudsman. They will scan any documents you send and then destroy the originals.

Contact Hallbrook Customer Services: 0115 8221850

info@hallbrook.claims

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www.hallbrook.claims e: info@hallbrook.claims t: 0115 822 1850