



FAST ACTION CLAIMS

A trading style of Rowan Rose Ltd

## FAST ACTION CLAIMS

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M5 3EQ  
[info@fastactionclaims.co.uk](mailto:info@fastactionclaims.co.uk)

**Client Name:** [CLIENT FULL NAME]

**Address:** [CLIENT FULL ADDRESS]

Dear [CLIENT FULL NAME],

### **Re: Your Claim in respect of Irresponsible Lending**

We refer to the above and our preliminary conversations with you.

I am a Senior paralegal with the Practice. Ahmed Iqbal, a Director of the Practice, will have overall responsibility for the matter and the supervision of my work. We may be assisted by other members of staff as the matter progresses.

We enclose/attach herewith for your attention:

1. NCBA Retainer (Non-contentious Business Agreement) which applies to our fees;
2. Client Information

If you have any further queries on the above (which we have discussed with you) please feel free to give your lawyer a call.

As a matter of practice policy, to enable us to comply with our obligations under professional regulations, and minimise the risk of fraud and identity theft, we require all new clients to provide evidence of identity, which should include a copy of signed photo evidence (e.g. a driving licence, passport, or identity card) together with a utility bill or similar verifying your address. We apologise for any inconvenience this may cause. These measures are for your own protection and security.

### **Your Instructions**

We confirm that your instructions are as follows: To pursue your claim for irresponsible lending. If this fails, then we may pursue the matter with the Financial Ombudsman.

Would you kindly let us know if we are incorrect in any of the above details.

### **Preliminary Advice**

We would confirm our initial advice to you that after reviewing your Subject Access Review we have calculated that you potentially have a claim against your lender for irresponsible lending.

Please ensure that you do not directly discuss any details of the matter with the other side or any other person. If you are sent any correspondence or receive any telephone calls, simply advise them to contact your solicitor, and pass them onto us.

It is vital that we can contact you at all times until your case is settled. Please inform us in writing of any change of address or telephone number, as failure to do so could delay and prejudice your claim.

### **Our Retainer(s) with you: what you will pay us**

Under the NCBA you only pay if your claim succeeds, when you will pay us the Agreed Percentage (and Additional Agreed percentage if applicable) of any Compensation. The Success Fee has been calculated in accordance with the risk assessment which we have undertaken and is summarised below.

<b>Redress Amount Received by Client</b>	<b>Maximum Fee Allowed + VAT</b>
£1 - £1,499	30% (max £420)
£1,500 - £9,999	28% (max £2,500)
£10,000 - £24,999	25% (max £5,000)
£25,000 - £49,999	20% (max £7,500)
£50,000 or more	15% (max £10,000)

### **Fee Example (in the form of a reduction of a debt)**

Let us suppose that you are offered a £2,000 reduction in the overdraft, in response to your claim:

The fee is calculated based on band 2 (see table above): 28%

The fee payable to us will be £560 + VAT = £672

Your debt, loan or overdraft will be reduced by £2,000

This process protects you from any potential negative costs consequences in that should your claim fail or rejected by the Ombudsman there will be no costs to pay by you.

### **What You Need To Do Now**

To allow us to start work immediately, could you please now:

1. Sign and return the attached retainers and all authorities attached hereto;
2. Provide proof of identity;
3. Let us know if any details of instructions as summarised herein are incorrect; and
4. Provide any information or documents we have requested.

If you have any concerns at any time do raise them with me. If I am not able to resolve these, you are free to contact the Compliance Officer for Legal Practice at these offices.

Yours sincerely,

**Rowan Rose Solicitors**

## 1. AUTHORITY TO ACT

I hereby instruct Rowan Rose Solicitors as my authorised legal representatives in respect of my Claim. I give them full authority to make a Subject Access Request on my behalf under the Data Protection Act 2018 and related legislation, or a Freedom of Information Request, for the purpose of obtaining copies of any statements, medical records or any other documentation relating to, and any information regarding, the matter from any third party.

I further confirm that they are hereby authorised to enter into negotiations on my behalf with any responsible party, their agents, insurers or brokers or professional advisors, or any person or entity who may be liable in respect of my Claim for the purpose of settling, or to bring proceedings, in respect of such claim.

I have provided them with the following to prove my identity:

**LIST A:** passport / driving license / national identity card / ARC card (*circle document provided*)

**LIST B:** utility bill showing current address / bank statement / other: **[SPECIFY]**

I hereby FURTHER confirm that I give permission for them to discuss my claim with **[LEAD SOURCE]** and to provide them with copies of any correspondence or reports relating to my Claim.

### AUTHORITY TO ACT - CLIENT SIGNATURE

Print Name: **[CLIENT FULL NAME]**

Dated: **[DATE]**

## 2. STATUTORY CANCELLATION RIGHTS

Where cancellation rights apply (please see 'Statutory Cancellation Rights' and 'Cancellation Notice' clauses of our NCBA and CFA Terms and Conditions) we will not start work for a period of 14 days from the 'Commencement Date' unless you expressly ask us to.

### IMPORTANT: Request to Start Work Immediately

Please start work on my matter straightaway. I understand that by instructing you to start work before the 14 day statutory cancellation period expires, I will become liable for any costs and expenses incurred during this time. I accept that this liability exists if I then choose to cancel this contract.

### CANCELLATION WAIVER - CLIENT SIGNATURE

Print Name: **[CLIENT FULL NAME]**

Dated: **[DATE]**

## NOTICE OF CANCELLATION

You have the right to cancel this Fee Agreement if you wish and can do so by delivering, sending (including email) a cancellation notice to the person mentioned below at any time within 14 days, starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is: [irl@fastactionclaims.co.uk](mailto:irl@fastactionclaims.co.uk)

### ACKNOWLEDGEMENT OF CANCELLATION RIGHTS

Print Name: [CLIENT FULL NAME]

Dated: [DATE]

## 3. COMMUNICATING WITH YOU

Name: [CLIENT FULL NAME]

Address: [CLIENT FULL ADDRESS]

Contact Numbers: [CONTACT NUMBER]

Our Ref: [LEAD ID / REFERENCE]

Please confirm your communication preferences. I am happy to be contacted by:

- Phone (on any of the phone numbers that I provide)
- Email
- Post

I am happy to receive information about services and events that the firm thinks might interest me.

### COMMUNICATION PREFERENCES - CLIENT SIGNATURE

Print Name: [CLIENT FULL NAME]

Dated: [DATE]

## CONTRACT SUMMARY

Date of Agreement: [DATE]

(1) [CLIENT FIRST NAME] [CLIENT LAST NAME] of [CLIENT ADDRESS] (You, Yours); and (2) Rowan Rose Ltd is a company registered in England and Wales (company no: 12916452) whose registered office is 12 Exchange Quay, Salford M5 3EQ (We, Our and Us).

The Fee Agreement between the Parties shall comprise, and be in accordance with, this Contract Summary and the attached Terms and Conditions of Engagement.

This Fee Agreement is in respect of your claim for irresponsible lending which you first contacted us about on **[DATE OF FIRST CONTACT]** (Your "Complaint" and "Claim") and shall apply retrospectively to the aforesaid date of receipt of Your instructions.

### Our Fees

Our Fees are as stated in the table below:

Redress Amount Received by Client	Maximum Fee Allowed + VAT
£1 - £1,499	30% (max £420)
£1,500 - £9,999	28% (max £2,500)
£10,000 - £24,999	25% (max £5,000)
£25,000 - £49,999	20% (max £7,500)
£50,000 or more	15% (max £10,000)

Where Your Claim does not succeed You shall not be liable to pay Our Fees unless You are in breach of this Fee Agreement or the terms and conditions. Where Your Claim succeeds You are liable to pay Our fees in accordance with the above table.

**Signed by Solicitor:** Rowan Rose

**Dated:** **[DATE]**