

Flat Justice Community Interest Company (No. 11502292) is a 'Not-For-Profit' company that has a special structure under company law. Such companies are designed for social projects and enterprises that work to help the communities they serve: they have to pass a 'community interest test'. In our case, specifically, we help tenants of unlicensed properties Get Rent Back. The company has an 'Asset Lock': that means the assets of the company are used to achieve its stated aims. Our 'Articles of Association' specify that, if and when the company should be wound up, the remaining assets will be donated to Shelter, the housing charity.

## Terms and Conditions for managing your Rent Repayment Order Application

### Letter of Authority

#### Definitions:

"Services" means the work carried out by us including assessing the viability of, preparing, submitting and negotiating your application(s) and negotiating payment of compensation or any other remedy or relief to your claim(s)

"Compensation" means (but is not limited to) any one or a combination of the following:

- An award as a result of a tribunal decision on your Rent Repayment Order application
- A cheque or cash refund paid directly to you or transfer to your account
- A reduction in outstanding rent
- A reduction in a claim on your deposit
- Any equivalent transfer of value in place of payment

"Fee" means the fee payable to Flat Justice Community Interest Company Ltd. for Services being 20% of any offer of Compensation offered to you or to us on your behalf. For example, if we obtain an offer of £1,000 Compensation, our fee would be £200. Currently Flat Justice is not VAT registered but if it becomes VAT registered at a future point VAT will be added to the payable fees

"Application costs" means the application fee of £100 and the fee for the hearing of £200

"us" and "we" means Flat Justice Community Interest Company Ltd. or anyone to whom we transfer our obligations and rights under this agreement

"you" means you, the person(s) entering into this agreement

"landlord" means the person, persons or entity with whom you had a tenancy agreement and from whom you are applying for rent repayment

#### 1. By signing and returning the Letter of Authority and the claim application pack, you:

1.1 Accept these Terms and Conditions and enter into a binding contract

1.2 Confirm that all the information and documents you provide to us are true, accurate and complete to the best of your knowledge and belief;

1.3 Agree to pay our Fee for any award from a tribunal decision on your application or on any compensation or settlement agreed with the landlord;

1.4 Agree that any Compensation payable can be sent directly to us and that we will retain our Fee in respect of all your claim(s) before paying the balance of any compensation to you. Should the compensation be paid direct to you, or credited to an outstanding loan, bank account or credit card, we will invoice you direct for the Fee which will be payable to us within 14 days. If this Fee is not paid by the deadline on the invoice, you agree we may commence debt collection proceedings;

1.5 Agree that we may act as your agent to negotiate and agree any settlement of your Rent Repayment Order application with the respondent at any stage in the application process;

1.6 Agree to pay back to us any monies properly incurred by us in seeking legal enforcement of these Terms and Conditions;

1.7 Will still be liable for our Fee if any reasonable offer of settlement is rejected by you;

1.8 Agree that you will attend an eventual hearing at the Property Tribunals as a witness. If you do not attend the hearing and the case is lost as a result you agree to pay our reasonable costs in preparing the case. Any mention of your non-attendance in a judgment as a reason for no award being made will be grounds for this charge.

1.9 Agree that data provided in preparing your case may be shared with co-Applicants.

1.10 Appoint us as your agent to cash or process cheques payable to you as part of (the Process) and you agree not to take any action to stop or interfere with the Process or make any legal or other claim (a Conversion Claim) in respect of the Process and to fully indemnify us against all costs and damages arising out of a Conversion Claim;

#### 2. Flat Justice will:

2.1 Rely on the information and documents provided by you to us as being true, accurate and complete;

2.2 Use our reasonable endeavours to obtain Compensation for the claims which are pursued including pre-payment of application fee and Tribunal hearing fee if necessary;

2.3 Promptly notify you if any claim is not to be pursued, acting reasonably in taking any such decision. Your statutory rights are not affected.

2.4 Promptly notify you of the outcome of the claim(s);

2.5 As soon as is reasonably practicable following the settlement of a claim and the payment of any Compensation to us, pay you any balance of Compensation after deducting the Fee and Application Costs;

2.6 In the case of multiple applications, the balance of Compensation, after the aforementioned deductions, is distributed in proportion to each client's application value;

2.7 In case of non-payment of the award by the respondent, Flat Justice will assist in recovering the debt. In this case our fee is calculated on the balance recovered rather than the actual award sum.

#### 3. Cancellation terms

3.1 You have 14 days (starting from the date you sign the Letter of Authority) to cancel. Cancellations are to be submitted either in writing to: Flat Justice CIC, Cancellations, 85 Great Portland Street, 1<sup>st</sup> Floor, London W1W 7LT or by email to [office@flatjustice.org](mailto:office@flatjustice.org);

3.2 If you cancel the contract after these 14 days we reserve the right to make a reasonable charge for the work undertaken and disbursements in pursuit of your application. In addition you may become liable to a claim of costs from the landlord in respect of your abandoned application;

3.3 We reserve the right to cancel on the following grounds:

-a lack of response from you within 14 days of a request from us for information or you inform us that you cannot supply the information required to progress your application.

-unexpected circumstances of the case which in our view may jeopardise a successful outcome

We reserve the right to make a reasonable charge for the work undertaken in pursuit of your application up to cancellation if the cancellation is a result of your conduct;

3.4 If you independently accept Compensation or settlement based on a claim lodged by us you will remain liable for the Fee. Where the settlement is not disclosed the fee will be based on the maximum Rent Repayment Order award;

4. In the case of agreeing a settlement for multiple Applicants, an agreement by half or more Applicants will count as an agreement by all

5. Flat Justice will make its best efforts to submit applications and other documents on time but will not be liable for any late submissions

#### 6. Governing Law

This contract is subject to the laws of England and Wales.

#### Declaration

I/We confirm that I/we have read and accept the Terms and Conditions and by signing the Letter of Authority confirm acceptance of them and wish to enter into a binding contract with Flat Justice to act on my/our behalf.

#### Signature/s: