

**Office use only**

Cin number:	
Adviser Initials:	
Date returned:	
Spreadsheet Est:	



## **FEE AGREEMENT**

This Fee agreement relates to the offer of further chargeable assistance in raising or progressing a complaint concerning a Financial Conduct Authority regulated financial product which also falls within the jurisdiction of the Financial Ombudsman Service and the Financial Services Compensation Scheme (FSCS). Before signing this agreement, it is important that you confirm that you have been advised of the following specific details by checking alongside each statement.

- I understand that I can complain directly to the Firm which I believe has mis-sold me or the FSCS if the advice firm has failed and that I am entitled for this complaint to be investigated fully at no expense to me. I also understand that if I am not satisfied with the outcome, in the case of a complaint to a firm/firms, that my complaint can be referred to the Financial Ombudsman Service subsequently which will investigate my complaint fully and again at no cost to me. I have not chosen other methods to pursue my claim myself because;

**Please confirm why you are engaging us to assist you:**

- I understand that in signing this agreement, I have the right to cancel it within fourteen days and during which period I understand that Philip J Milton & Company Plc will undertake no chargeable work covered by this agreement until this period has elapsed.
- I understand that the costs I will incur are not able to be reimbursed by the Firm against which the complaint is being raised or the FSCS and that such costs will diminish any redress I may receive as a result.
- I understand that I may cancel this agreement in writing at any time and that I will be liable for any costs incurred for the duration of this agreement (other than if cancelled within the initial 14 day period).
- I understand that although I have signed this agreement, Philip J Milton & Company Plc will confirm with me before accepting on my behalf any offer of redress made or before any referral of my complaint to the Financial Ombudsman Service.
- I understand that in assisting me with a Complaint, Philip J Milton & Company Plc is providing me with service which is regulated under the Financial Services and Markets Act 2000 and Compensation Act 2006 and if I am dissatisfied with the service I have received I have the ability to raise a complaint. (Full details of the complaints handling procedure are available upon our website or upon request)
- I understand that I have the right to seek alternative advice subject to any time limits within which a claim must be made.
- I confirm I have read the information provided in the claims management assistance leaflet.
- I am aware if I owe anything to the person against whom the claim is being made or am currently declared bankrupt or otherwise, any compensation may be off-set against those outstanding liabilities.
- I am aware that, if the compensation is directed into a pension or subject to a credit restriction for example, I will need to pay the fees for your assistance from other funds.
- I agree for you to share my details with the FOS and the FSCS as necessary to process my claim.

Scope of chargeable Advice is as follows;

Assistance with your claim. We estimate your claim may cost £500 plus VAT based on time spent, (subject to a minimum fee of £375 plus VAT).

**Expenses and Fees - Guidelines of Service Charges**

The hourly charges for the different staff involved in discharging the advice to you will vary depending on the expertise required. Typically the maximum hourly rate payable will be £195 (plus VAT) but most work will be undertaken at a cost of £100 plus VAT and will be overseen at the higher charge rate only.

**Communications Outwards**

Letters £10.00

**Others**

Time	At usual costed rate
Travel Mileage	40p per mile
Travel Time	At usual costed rate
Photocopying	£0.12 per copy
Any other disbursements	As incurred

**VAT**

VAT is payable for this service and will be included when any invoice is raised.

**Duration of Fee Agreement**

This fee agreement is applicable from the point where you confirm acceptance of our proposed fee terms until the point at which the complaint has been addressed or until the agreement is cancelled. If it is necessary for the Complaint to also be referred to the Financial Ombudsman Service, we shall seek your consent to do so beforehand and Our invoice would be calculated and issued to you once our involvement comes to an end although an interim invoice may be raised if the amount due to the Firm has been accrued over more than six months or if the amount exceeds £1,000 at the Firms discretion. If further work is required thereafter, an additional charge will be payable. If alternative advice is required for an aspect not covered by this fee agreement a new agreement would be needed before further work on a fee basis can be undertaken. Any additional advice required on matters other than those detailed in this agreement may or may not be subject to charge depending on the nature of advice required and we shall confirm whether any fee would be applicable before incurring any cost to you. If we have given you any estimates for the cost of the work involved and the time expended has reached that level, we shall advise you of this and seek your permission to continue with the work before you incur any further cost.

Acceptance of our proposed fee terms can only be in writing and upon this Form.

**Periodic Changes in fee terms and Important Notice concerning Estimates of Charges**

Our charges for advice are reviewable from time to time and will be notified to you in writing prior to being enforceable. At least fourteen days' notice will be given of any change and during which time you can cancel the contract without any penalty. It may not be possible to give an Estimate of the timecost involved without reviewing the relevant details first and any estimate given may be subject to change depending on the progress of the complaint and the response it receives. If the complaint requires to be referred to the Financial Ombudsman Service, the cost of advice will be higher.

If our charges are going to exceed the amount of our original estimate, we can refer to you before concluding our work if required first.

If you require us to do this, please tick this box.

If you do not tick this box, we shall continue our advice to its conclusion and our charge may, in that event, be significantly higher than any original estimate.

All cheques are to be made payable to Philip J Milton & Company Plc. Credit Cards, Debit Cards and Cash are not accepted forms of payment.

**Cancellation of the Fee Agreement**

In the event that we receive written confirmation from you not to proceed further with the provision of chargeable advice, our invoice will still be due for the service to that point unless we receive the cancellation in writing within fourteen days of this agreement being signed when no charge will be payable. Alternatively, we shall cease work on the date of receipt of a telephone call or e-mail provided we are satisfied that the instruction has come from you. However, written confirmation of this instruction must follow from you as soon as possible thereafter.

**Advice given to clients other than on a face-to-face basis**

The terms detailed above are no different to those applicable to a client who requests advice by face-to-face appointment.

The basis of advice provided by this Firm will be subject to the Law of England and Wales and all correspondence will be in English.

**Late payment**

Payment of our invoice is by return. Where our invoice has not been paid within one month from the date of its dispatch to you, the Company reserves the right to levy interest at the rate of 2% per month compound from that date as detailed on the invoice issued to you. A further £75 plus VAT administration fee will be applied if our charge has not been paid within three months.

Please return one copy of this document to the Company. The second is for you to keep.

Signature: ..... Full Name: .....

Signature: ..... Full Name: .....

Date: .....

For Philip J Milton & Company Plc



Date: .....28/07/20.....

Head Office: Choweree House, 21 Boutport Street, Barnstaple, Devon, EX31 1RP  
Tel: (01271) 344300 Fax: (01271) 342810

E-mail address - [info@miltonpj.net](mailto:info@miltonpj.net) Website - [www.miltonpj.net](http://www.miltonpj.net)

Philip J Milton & Company Plc is authorised and regulated by the Financial Conduct Authority in respect of regulated claims management activities, reference 181768