

CASH GUARANTEE

For your complete peace of mind we guarantee to pay you £500.00 if for any reason we do not keep any of the promises we make to you subject to the following conditions:

1. General

1.1 In these terms and conditions (the Conditions) the following expressions shall have the following meanings:-

we / Us / Ours means or refers to Balinda & Co solicitors of Citygate House, 246-250 Romford Road, London E7 9HZ.

You / your means or refers to you, the client who makes a claim for personal injury compensation.

A Claim means a personal injury claim made by you either by submitting our online claim form or by telephone to Balinda & Co.

Information means the information supplied by you or us or third parties relating to your claim.

1.2 When you submit a claim form or make a telephone enquiry to us, this constitutes an offer by you to enter into a contract with us for the provision of legal services subject to these Conditions. A contract will only come into existence between you and us when we accept your claim. We reserve the right for any reason and without explanation to decline to enter into a contract with you.

When submitting your claim, it is your responsibility to complete our Questionnaire fully and correctly to ensure a prompt response from us. When submitting your claim over the telephone, you must provide our operator with accurate and complete information to ensure we are able to deal with your enquiry promptly.

2. Charges

Our Costs are paid to us by the Defendant's insurers separately from your compensation. They are not taken from your compensation. You do, however, need to bear in mind that under a conditional fee agreement Balinda & Co is effectively sharing the risks of the claim with you and, of course, this gives us a say in how the claim should be run. The case will be reviewed at appropriate stages and, if we do not then believe you are likely to win, we may decide to end the contract.

3. Cancellation of Contract

If you decide to cancel your contract with us, you will not take advantage of this Guarantee. You however have a right to cancel your contract with us at any time subject to the terms of our contract.

4. Use of your Personal Data

We will obtain and hold information from you and many other sources including insurance companies, your employer, your doctor and hospital, the police, the DVLA and the Department for Work and Pensions. This data will be used to process your claim. For that reason you will agree and consent to us disclosing relevant information about you (including your name, address and details of your claim) to any person to whom we consider that it would be expedient to do so, for the sole purpose of processing your claim. Without limiting the foregoing, you expressly agree and consent to us disclosing such information about you to:- (a) a barrister that we instruct to advise you on the merits of your claim; (b) An insurance company for the purpose of obtaining insurance cover to progress your claim; (c) the police for the purpose of obtaining a police report; (d) to HM Customs & Revenue authority for the purpose of obtaining information about your earnings.

5. Exclusion/ Limitation of Liability

5.1 Our advise to you is based on the information and data supplied to us by you and from a number of sources, including third parties. This guarantee is intended to cover key types of inconvenience or loss (as described below at condition 7) that you may suffer should our advise to you be wrong, inaccurate or incomplete. You should ensure that you provide us accurate information promptly. Inaccurate information supplied to us by you will affect your ability to make a claim under this guarantee.

5.2. You agree, therefore, that we do not warrant that the information we receive from you and other sources is true, correct or complete and that we shall not:-

5.2.1 (Other than on the terms of this Guarantee) be liable in any circumstances for any inconvenience or loss arising from any inaccuracies or omissions in the information we receive unless caused by our negligence or wilful default; and

5.2.2 in any circumstances (including without limitation, if we have been negligent) be liable for any direct, indirect or consequential loss at all or for any loss of business, capital, profit, reputation or goodwill whether caused by us, our servants or agents arising out of or in connection with this Guarantee.

5.2.3 We do not limit or exclude our liability for death or personal injury arising from our negligence or that of our servants or agents.

5.2.4 Our entire liability (except for death or personal injury arising from our negligence or that of our servants or agents) in respect of all claims arising out of or in connection with this Guarantee shall not exceed the amount of £500.00.

5.2.5 We shall not be liable for the accuracy of, or any inconvenience or loss or damage arising from, any advise we give you as a result of any incomplete or inaccurate data or information you supply to us or any other fault attributable to you.

5.2.6 Except as expressly provided in this Guarantee, all other conditions, terms and warranties, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

5.2.7 Each provision of this Condition 5 is to be construed as a separate limitation applying and surviving even if for any reason one or the other of these provisions is held inapplicable or unreasonable in any circumstances, and shall remain in force notwithstanding the performance of the contract.

6. Duration of the Guarantee

The Cash Guarantee is effective for a period of one year from the date of your contract with Balinda & Co (the Guarantee Period). No claims submitted outside this period will be considered.

7. What Your Cash Guarantee does and does not cover

7.1 The inconvenience and loss which the Guarantee covers mean:

7.1.2 a delay in the processing of your claim which results in a reduction in the value of your claim where we have agreed with you on the time limit within which to conclude your claim.

7.1.3 a loss by you as a direct result of inaccurate advice given to you by us relating to your claim.

The loss excludes any loss you suffer which is not a reasonably foreseeable consequence of us providing the inaccurate advice to you. A loss is foreseeable if it could be anticipated by you and us during the Guarantee Period.

7.1.4 If your claim is being pursued against the Motor Insurers Bureau (under the untraced Drivers Agreement) or the Criminal Injuries Compensation Authority, this Guarantee does not apply.

8. Conditions of the Cash Guarantee

8.1 To qualify for the Cash Guarantee, you must do the following:-

8.1.2 You must cooperate with us timely whenever we ask you to provide information or to consent to obtaining information from third parties or to attending doctors appointments.

8.1.3 You must check that all the information you supply to us about your claim is accurate and complete.

8.1.4 You must check that the documents we send to you for approval are accurate and return them to us promptly approved.

8.1.5 You must assist us in obtaining written statements from you and your witnesses.

8.1.6 In the event you are made aware of any information which adversely affects the prospects of your claim, you must make reasonable efforts to contact us (either by telephone, email, letter or by visiting our office) in order to discuss the issue.

9. Exclusions of the Guarantee

9.1 Advise we provide you before you sign the contract with Balinda & Co.

9.1.2 Unless we subsequently confirm that a discrepancy or fact is no longer applicable, the Guarantee will not cover any inconvenience or loss which:-

9.1.2.1 results from any discrepancy or fact disclosed by you or by other sources;

9.1.2.2 relates to inconvenience or loss caused by a third party;

9.1.2.3 relates to a loss or damage that you have suffered as a result of you attempting to make a fraudulent claim;

9.2 The Guarantee will also not apply if:

9.2.1 You did not consult a doctor after the accident giving rise to your claim.

9.2.2 We have not received a signed Conditional Fee Agreement from you.

9.2.3 Your claim arises from an event that occurred after one year from the date of your contract with us;

9.2.4 Your accident occurred outside mainland Britain

9.2.5 You intentionally supply us with incorrect or incomplete information, or do not cooperate with us and our agents (and, in any case involving false claims).

9.2.6 You are unable to provide us with reasonable proof of your involvement in the accident.

9.2.7 You are actually aware at the time of the contract of relevant information relating to your claim (for example, that you had a pre-existing condition that is wholly or significantly responsible for your loss or damage) and this subsequently forms the basis of your claim under the contract.

9.2.8 We do not consider that you are reasonably cooperating including but not limited to whether you have followed any advise we may have given you from time to time.

- 9.29 You have not established the claim to our satisfaction.
- 9.210 The claim is worth no more than £1000.00.
- 9.211 At the time of the contract you are under the age of 18 years.
- 9.212 You have previously been compensated for the same injuries.
- 9.213 You have previously instructed another firm of solicitors
- 9.214 You terminate your contract with Balinda & Co

10. Claims Procedure

- 10.1 If you wish to make a claim under this Guarantee, you must inform us in writing within 14 days after you become aware of the events giving rise or potentially giving rise to the claim (and in any event within the Guarantee Period).
- 10.2 To make a claim you should write to Balinda & Co, Citygate House, 246-250 Romford Road, London E7 9HZ with any evidence in support of your claim. Your claim will be considered by Mr Balinda who will contact you promptly.

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11. Miscellaneous

- 11.1 You may not transfer, assign or in any way make over to any third party the benefit of this Guarantee.
- 11.2 We shall not be liable to you for any delay in or failure to perform any of our obligations under the contract due to any cause beyond our reasonable control.
- 11.3 Nothing contained in these conditions will affect any of your statutory rights relating to the services which we supply to you.
- 11.4 This Guarantee shall be governed by and construed in accordance with English Law, and you agree to submit to the exclusive jurisdiction of the English Courts.