

# These terms and conditions set out how we carry out our services.

On completing and submitting an online application form we will check your claim and, if appropriate, refer you to one of our Legal Partners (solicitors who specialise in your type of claim) who will advise you and act on your behalf to help try and secure an acceptable outcome as well as any compensation you are entitled to.

The information in this pack sets out the terms on which we will assist you. Please read it carefully and let us know if anything is unclear.

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#### T & Cs:

## 1. Our Service

## 1.1 The service we provide

On receiving your application we will contact you by phone, email, text, instant messaging or video call to take full details of your case.

On receipt of supporting information and photographs we will carefully consider all the information you have provided to make an initial assessment on whether you have a reasonable chance of succeeding in a claim.

We will then liaise with our Legal Partners who will confirm if they are happy to offer to act on your behalf by way of a no win no fee agreement, and if they are we will send you by the Legal Partner's Solicitor's Information Pack (full details of how the solicitor will act for you, their terms and conditions and no win no fee agreement) for your consideration.

Once you have signed these documents electronically then we will pass the matter to the solicitor who will contact you and will start acting on your behalf to try and secure the agreed result.

Where required we will provide ongoing administrative support to the Legal Partner.

## 1.2 The services we do not provide

We will not provide you with any legal advice in relation to your claim, or any other matter, and will not act for you in your claim. All advice and work needed to try and secure the claim and/or compensation will be provided by our Legal Partner once the matter has been passed to them in accordance with paragraph 1.1 above.

Our Legal Partners have certain criteria they apply before they are willing to act for you on a no win no fee basis in a claim. If for any reason we do not feel that we are able to refer you to one of our Legal Partners this is by no means a definitive legal opinion on the strength of your claim and you should always seek alternative advice as there may be other ways available for you to obtain redress.

#### 2. Fees

## 2.1 How we are paid

We will not charge you for any of our services.

We will receive a payment from the Legal Partner if we pass your matter to them, in accordance with paragraph 1.1 above. A payment is made directly to us by the Legal Partner at the start of your claim.

## 2.2 Our Legal Partner's charges

The Legal Partner will act for you on a no win no fee agreement, meaning that so long as you act in accordance with that agreement (full details will be provided within the Solicitor's Information Pack) then the Legal Partner will not charge any fees if your case is unsuccessful.

Where your claim is successful then the Legal Partner will charge you a fee, usually an agreed percentage of any damages you are awarded or agree to accept in settlement of your claim plus VAT.

# 3. Cancellation Rights

You may cancel this agreement at any time, at no cost to you, in writing, by telephone or by email. Our contact details can be found on our website <a href="https://dieselcheat.uk/contact/">https://dieselcheat.uk/contact/</a>

We may decide at our discretion not to introduce you to one of our Legal Partners or to act for you in any way. We will act reasonably in taking such a decision and will notify you promptly.

The Legal Partner will provide you with separate cancellation rights which will be detailed in the Solicitor's Information Pack.

## 4. Regulatory Status and complaints

### 4.1 Data Protection

We use the information you provide primarily for the provision of our services to you and for related purposes including:

- Updating and enhancing client records.
- Analysis to help us manage our practice.
- Statutory returns.
- Legal and regulatory compliance.

Our use of that information is subject to your instructions, Data Protection legislation and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as our Legal Partners, expert witnesses or other professional advisers. In addition, those external firms or organisations and others may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Your digital information will be retained for a period of at least 6 years and may then be digitally encrypted so no longer available.

We place great importance on protecting information that is supplied to us and treat the handling of personal information very seriously and will always act in accordance with the GDPR.

In line with GDPR regulations, any personal information you provide to us will be used to enable us to assist or deal with any service that you have requested from us including that which is needed by a third party providing a product or service and working on our behalf. Your personal information will be kept confidential and stored securely until a time it is no longer required under the Act and will only be disclosed without your specific approval in circumstances that are necessary by law or in compliance with a regulatory or legal process.

# Your right to the information we hold on you

The GDPR provides you with a right to receive details of any personal data we are holding for you. Please contact us at <a href="https://dieselcheat.uk/contact/">https://dieselcheat.uk/contact/</a> or write to us at our registered office if you would like to see the information held. If you feel any information we hold about you is incorrect similarly please contact us at the same address.

For more information regarding our privacy policy or our GDPR policy please refer to our website policy <a href="https://dieselcheat.uk/privacy/">https://dieselcheat.uk/privacy/</a>

### 4.2 Our status

dieselcheat.uk is a trading style of Lead Social Ltd. which is a limited company incorporated in England and Wales under Company Number: 12056721. Some of our activities are authorised and regulated by the Financial Conduct Authority under registration number FRN:951156

# 4.3 Complaint handling

This firm is committed to offering high quality services and client care, however if you are unhappy with any aspect of the service we have provided for you, or about any charges we make, then please contact us at the details listed at <a href="https://dieselcheat.uk/contact/">https://dieselcheat.uk/contact/</a> We have a procedure in place which details with how we handle complaints.

## 4.4 Governing Law

This agreement will be governed by English law and the courts of England and Wales will have sole jurisdiction to determine any claim or dispute which may arise.

# 4.5 Update of terms

We may from time to time change these terms and conditions at our discretion by changing them on this website.