

TERMS & CONDITIONS

1. What will Miller Cooper Consulting Ltd do for you?

- We will look at your claim for care home funding and if appropriate, pursue a claim for the recovery of your losses and/or future savings on your behalf from any and all possible funding providers.
- We will deal with all areas of your claim, including all correspondence and negotiations where required with relevant companies and/or institutions. It may be necessary for us to obtain further signed documentation to make this possible.
- If necessary, we will pursue your claim on a local level with the relevant Clinical Commissioning Group, a regional level with NHS England, and if necessary a National level with the NHS Ombudsman. We will represent the patient at hearings as appropriate.
- We will inform you of any/all offers of settlement we receive, evaluate them and inform you in writing whether we consider you should accept or reject the offer.
- We will always act in your best interests when pursuing your claim and achieve for you the best results realistically obtainable.

2. What won't Miller Cooper Consulting Ltd do for you?

- We will not guarantee to win a claim we accept and pursue.
- We will not advise you to pursue a claim that in our opinion has no realistic chance of success, and we reserve the right to cancel this Agreement if we form this opinion.
- We will not advise you to accept an offer we consider insufficient or to reject an offer we consider adequate. We reserve the right to cancel this Agreement if you decide to accept an offer of compensation we consider insufficient or to reject an offer we deem to be adequate.

3. What do we require you to do?

- Provide all relevant information we may request without delay, to enable us to pursue your claim efficiently. Provide us with clear instructions.
- Fully cooperate with us.
- Not to mislead us or ask us to act in an improper or unreasonable way.
- To provide us with the exclusive authority (excluding even yourself) for the duration of the contract to pursue the claim.
 - a. To provide us with confirmation of ongoing funding being paid. It is usual practice for CHC funding to be paid directly to the patient's care home.
 - b. To instruct the provider of the patient's initial rebate to pay the amount by cheque or electronically to Miller Cooper Consulting Limited Client Call Account/ Name of patient.
 - c. After deduction of our agreed fee the balance will be paid to you within 5 working days of funds clearing.
 - d. If a compensation payment cheque is sent directly to you, or paid into your account electronically, you must inform us straight away so that we can send our invoice.

4. Our Fees

There is no fee payable for us to assess the chance of your claim succeeding.

If we believe that there is at least a 70% chance that your claim will be successful we require a one off payment of £625 plus VAT as a contribution towards our costs. This is not refundable and is not a guarantee of success.

Success Fee

If we are successful on your behalf, we charge 25% plus VAT of the amount of money that the NHS and/or Social Services agree towards the patient's care for the first 12 months.

5. Fee Payment Schedule

The Ongoing Funding

This is the amount per week that the funder agrees to pay the patient. Our fee is payable in 26 weekly instalments. After that period, we require no further payment from the patient. Should the patient pass away before the end of the 26 week period we stop taking instalments. Our success fee is only taken from money that we have saved the patient.

The Rebate

In most cases we negotiate a rebate of some fees already paid. Our 25% plus VAT fee is payable on this amount in full once funds have been received.

Non-Payment of invoice

Without exception, all invoices must be paid within 14 days of issue.

6. Cancelling this Agreement

We can cancel this Agreement at any time. There will be no success fee payable if we advise you that your claim is unlikely to succeed and you have fulfilled your obligations (as laid out in section 3 of this Agreement).

If this Agreement is cancelled (by either Party) when an offer of payment has been made, we will enforce our charges of 25% plus VAT.

You may cancel this agreement at any time by giving us written notice. We reserve the right to charge a fee for work done on your behalf. Our fee will be based on the hourly rate of a Grade D County Court worker. This clause is designed to protect us against fraudulent clients, we have never had to invoke it.

7. Complaints Procedure

The Company operates a complaints procedure, a copy of which will be sent to you upon request.

8. Data Protection -

We will hold, control and process your personal information in accordance with the GDPR rules that come into effect 25/05/2018. We are licenced by the IOC number Z2970618. By providing your personal information to us, you explicitly authorise us to process the information for the purposes of pursuing the claim. All information is treated in strict confidence and will never be shared with any third party unless directly involved in pursuit of the claim. We do not cold call, we do not use cookies on our website, and once a claim has been closed all data is securely shredded by an independent contractor.

Sign

Print Name

Date