

Evanshaw Ltd — Conditional Fee Agreement (CFA)

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Company: Evanshaw Ltd (Company No. 14799332)

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1. Introduction

1.1 This Conditional Fee Agreement (“**CFA**”) sets out the terms on which Evanshaw Ltd (“we/us”) will provide services to you in connection with investigating, preparing and submitting claims relating to your State Pension, National Insurance (NI) record, Home Responsibilities Protection (HRP) and any related entitlements, including Pension Credit (together, the “Claim”).

1.2 We are not a law firm and we do not conduct litigation. We act as your agent/representative with HMRC and the Department for Work and Pensions (DWP) to request records, seek corrections and progress repayments/arrears where due.

1.3 By instructing us, you agree to this CFA, our Terms & Conditions, Privacy Notice, and our Letter of Authority (LOA).

2. Definitions

Arrears / Back-payment: any lump-sum payment of past entitlement made by HMRC and/or DWP (after any Set-off), excluding any ongoing weekly/monthly State Pension increase or ongoing Pension Credit.

Claim: the work we undertake to assess, submit and progress corrections/adjustments to your NI record and related entitlements (including HRP and Pension Credit).

Ongoing Payments: any continuing weekly/monthly State Pension or ongoing Pension Credit following a correction or award.

Set-off: any deduction or offset applied by HMRC/DWP against arrears/back-payments (e.g., to settle tax or benefit debts).

Success Fee: our fee, calculated in accordance with clause 4.

Repayment Nomination: your direction (given in the LOA) that HMRC/DWP may issue arrears/back-payments to Evanshaw Ltd **as nominee** (see clause 7).

Working Day: Monday to Friday, excluding UK public holidays.

3. Scope of Services

3.1 We will: (a) obtain and review your NI, HRP and related records; (b) identify potential gaps/errors; (c) request corrections/awards/arrears; (d) liaise with HMRC/DWP; and (e) communicate outcomes to you.

3.2 We may request further information or documents from you (e.g., identity, address, marital history, Child Benefit data). You agree to provide accurate and complete information.

4. Fees (No Win, No Fee; Arrears-Only)

4.1 No Win, No Fee: If no arrears/back-payment are paid, no Success Fee is payable.

4.2 Success Fee rate: Our Success Fee is 36% (including VAT) of Arrears/Back-payment actually received (after any Set-off).

4.3 Arrears-only: Our 36% fee (incl. VAT) applies only to back-dated arrears/back-payments. We never charge on ongoing State Pension or Pension Credit.

4.4 Set-off: If HMRC/DWP applies Set-off, the Success Fee is calculated on the net arrears actually received.

4.5 No upfront fees: We do not charge any upfront fee for our work under this CFA.

5. What Counts as a Successful Claim

A Claim is considered successful only if you receive a back-dated arrears/back-payment from HMRC and/or DWP resulting from a correction to your NI record or entitlement (including HRP) or from a Pension Credit arrears award. No fee is charged on any Ongoing Payments.

6. Payment Process & Disbursement

6.1 Where HMRC/DWP pays Evanshaw (nominee): HMRC and/or DWP may issue any arrears/back-payment to Evanshaw Ltd as your nominee (or directly to you). Where payment is made to Evanshaw, we will notify you, deduct our agreed 36% (incl. VAT) Success Fee, and remit your balance without undue delay and in any event within 7 Working Days of clearance.

6.2 Where HMRC/DWP pays you directly: If HMRC/DWP pays you directly, you agree to pay our Success Fee within 7 days of receipt.

6.3 Client Account: Funds we receive for you are held in the Evanshaw Ltd Client Account.

6.4 Late payment: If our fee is not paid when due, we may charge interest at 8% per annum above the Bank of England base rate (simple interest) from the due date until payment, together with our reasonable recovery costs.

7. Authority, Agency & Repayment Nomination

7.1 You appoint us as your agent to act with HMRC/DWP in relation to the Claim and to obtain information necessary to assess and progress the Claim.

7.2 Repayment Nomination (nominees, not assignments): We use a bare nomination for repayments in accordance with HMRC PAYE Manual PAYE91040 (Nominees); we do not use assignments.

7.3 You may withdraw a Repayment Nomination at any time before HMRC/DWP issues any repayment. If you withdraw the nomination, or if HMRC/DWP pays you directly, you remain liable to pay our Success Fee on any arrears you receive.

7.4 This CFA operates alongside, and is supported by, your **Form 64-8** and **LOA**.

7.5 Limited Power of Attorney

You grant Evanshaw Ltd a limited power of attorney to sign and submit documents

strictly necessary to progress the Claim (including HMRC/DWP forms), and to receive repayments as your nominee. This authority ends automatically when this CFA ends and does not extend beyond what is necessary to process the Claim. This limited power of attorney is not an assignment and does not affect your right to withdraw any nomination **before** HMRC/DWP issues a repayment.

8. Your Responsibilities

8.1 Provide accurate and complete information and promptly supply documents we reasonably request.

8.2 Tell us about any other adviser/agent working on the same matter.

8.3 Inform us immediately if HMRC/DWP pays you directly (and the amount/date).

8.4 Keep your contact and bank details up to date.

9. Cooling-off / Cancellation

9.1 You have a 14-day cooling-off period from the date you accept this CFA to cancel without charge (Consumer Contracts Regulations 2013).

9.2 You can ask us to start work during the cooling-off period. If you later cancel within 14 days and we have already performed services you expressly requested us to start, we may charge a reasonable amount for the work performed up to cancellation (but no Success Fee unless arrears are subsequently paid).

9.3 Cooling-off does **not** affect your obligation to pay the Success Fee if arrears/back-payments are ultimately paid following our work.

10. Duration, Suspension and Termination

10.1 This CFA continues until the Claim concludes or is ended under this clause.

10.2 You may terminate at any time by written notice. If you terminate after the cooling-off period (or if you withdraw a Repayment Nomination before repayment is issued), you remain liable to pay the Success Fee on any arrears ultimately received, and/or our reasonable charges for work done where permitted by law.

10.3 We may suspend or terminate where: (a) you materially breach this CFA; (b) you withhold required information; (c) continuing would be unlawful; or (d) you instruct us to act in a way we reasonably consider improper or misleading.

10.4 On termination, we will provide a statement of account and (where applicable) remit any balance due to you.

11. Complaints

11.1 If you are dissatisfied, please email **info@evanshaw.co.uk** and we will investigate under our internal complaints process.

11.2 We are not regulated as a law firm and there is no Financial Ombudsman jurisdiction over this service. This does not affect your statutory rights.

12. Data Protection

12.1 We will process your personal data only as necessary to deliver the services under this CFA, in accordance with our Privacy Notice and UK GDPR.

12.2 We may transfer data to third-party processors (e.g., secure e-signature and document platforms) as set out in our Privacy Notice and subject to appropriate safeguards.

13. Liability and Limits

13.1 Nothing in this CFA limits our liability for fraud, fraudulent misrepresentation, or death/personal injury caused by negligence.

13.2 Subject to 13.1, we are not liable for: (a) losses not caused by our breach; (b) indirect or consequential losses; (c) third-party decisions (HMRC/DWP) outside our control.

13.3 We do not guarantee any particular outcome; decisions rest with HMRC/DWP.

14. Conflicts and Multiple Representatives

14.1 If another adviser/agent is appointed on the same matter, you must tell us promptly. We may require written confirmation that our authority remains in place or, if withdrawn, a reconciliation of any sums due under this CFA.

14.2 We may, with your consent, instruct or liaise with an alternative agent where operationally necessary. Your fee position under this CFA is unaffected.

15. Communications & E-signatures

15.1 You agree that we may communicate electronically and accept electronic signatures/authorisations (including the LOA, 64-8 and HMRC/DWP forms).

16. Entire Agreement and Changes

16.1 This CFA, together with the Terms & Conditions, Privacy Notice and LOA, constitutes the entire agreement regarding the Claim.

16.2 Any change to this CFA must be in writing and agreed by both parties.

17. Governing Law and Jurisdiction

17.1 This CFA is governed by the law of England and Wales.

17.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this CFA.

18. Acceptance

By signing (including e-signature) you agree to this CFA.

Client

Name: _____

Address: _____

NI Number: _____

Signature: _____

Date: ____ / ____ / ____

Evanshaw Ltd

Authorised signatory: _____

Name: _____

Date: ____ / ____ / ____