

UKELC & Co Limited: Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between UKELC & Co Limited ("UKELC & Co Limited", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the ukelc.co.uk website and any of its products or services (collectively, "Website" or "Services").

UKELC & Co Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities. Details are available and recorded at www.gov.uk/moj/cmr. Our registration number is CRM44076.

The Claims process

UKELC & Co Limited are a claims management business specialising in the preparation and submission of Redundancy Claims and other statutory entitlements from the National Insurance fund to the Redundancy Payments Service (RPS) under the Employment Rights Act 1996. We advise, support and manage the redundancy claims process on your behalf. Once we have been contacted the following protocol will be initiated:

Initially UKELC & Co Limited will have a detailed conversation with the 'potential' claimant to discuss your personal employment circumstances to ensure you are eligible, discussing the below key factors:

- Employment Status
- PAYE structure
- Director/Shareholder status
- Name of the business being liquidated
- Salary paid
- Job Description
- Length of service
- Directors Loan Account status

After this conversation we can make an informed decision as to whether you will qualify to submit a claim. If you are eligible we will post or email you our Terms and Conditions. Once received the following process will begin:

- UKELC and Co Limited will contact the Insolvency Practitioner on your behalf to obtain a 'CRN' (Claim Reference Number-this is required to submit your details online)
- We will collect all PAYE records including your P45, your last 3 years P60's and your last 3 months payslips- these are required by the RPS to substantiate your claim
- Complete the online upload to the RPS on your behalf
- After declaring you are a Director or Shareholder we will then receive the RP3 Director Questionnaire document on your behalf. This will be discussed with you going through each aspect of the questionnaire individually and submitted to the RPS along with all the supporting evidence we have gathered (start date confirmation, PAYE records, Contract of Employment (if available) along with confirmation of the claimants Directors Loan Account status)

Fees

- A case officer at the RPS will now assess your claim, once the case officer is satisfied the claim is approved and the payment is sent directly to you the claimant from the RPS you in turn will pay our invoice (15% of the payment received)
- The claimant, you, would then receive written notice of your eligibility to claim notice pay at the end of your notice period. You are entitled to claim notice if you have not found employment within that time period, again the payment is sent directly to you from the RPS and you in turn would pay our invoice (15% of the amount received)

Eg. Where the total amount of compensation received was £5,000.00 the fee would be £750.00

UKELC & Co Limited 06916244
1st Floor Belmont House, Leeds, LS6 2AE

E chris@ukelc.co.uk T 0113 266 9722

WWW.UKELC.CO.UK

What we require from you

- Employment Status
- PAYE structure
- Director/Shareholder status
- Name of the business being liquidated
- Salary paid
- Job Description
- Length of service

UKELC & Co Limited cannot be held responsible for inaccurate or false information supplied by you, the claimant.

Prior to entering into a contract with a client UKELC & Co Limited will make efforts to ensure that you are aware that you can access the claims process without assistance and make reasonable enquiries as to whether you have alternative mechanisms for pursuing a claim.

Cancellation of Services

UKELC & Co Limited considers themselves appointed to represent you in all matters related to the Redundancy Claims process once you have signed these terms and conditions. You do have the right to cancel this agreement at any time.

UKELC & Co Limited will allow a 'cooling off' period of 14 days after any agreement is signed, during which period you may cancel the agreement and be entitled to a refund of any payments made to us.

Backups

We are not responsible for content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time. We make no guarantee that the data you need will be available.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or its Content:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful acts;
- c) to violate any international or government regulations, rules, laws, or local ordinances;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- h) to collect or track the personal information of others;
- i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j) for any obscene or immoral purpose; or
- k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by UKELC & Co Limited or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with UKELC & Co Limited. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of UKELC & Co Limited or UKELC & Co Limited licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any UKELC & Co Limited or third-party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will UKELC & Co Limited, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a) any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if UKELC & Co Limited has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of UKELC & Co Limited and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one pound or any amounts actually paid in cash by you to UKELC & Co Limited for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold UKELC & Co Limited and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable solicitors' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any wilful misconduct on your part.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of The United Kingdom without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of The United Kingdom. The exclusive control and venue for actions related to the subject matter here of shall be the courts located in The United Kingdom, and you hereby submit to the personal adjudication of such courts.

Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorised to use or access the Website and its Services.

Please be aware that you can apply/claim directly to the RPS without any assistance or guidance and without paying a fee.

Please read and understand these terms before signing them and ask any questions you may have if you do not understand any of these terms.

Complaints Procedure

UKELC & Co Limited endeavours to provide all clients with a thorough and professional service ensuring that their redundancy claim is dealt with in a timely and efficient manner. Any complaints however that we do receive will be treated as a priority and responded too as set out below.

If you/the claimant has an issue with the service provided and would like to complain then we ask that this is done as soon as the problem has arisen.

UKELC & Co Limited will ensure any client is aware of their right to make a complaint in writing to the business, in particular the Director, Chris Henry prior to signing any contract. Along with providing a copy of our internal complaints handling procedure and contact details for the Legal Ombudsman along with the timeframe for doing so and their full contact details.

Procedure

1. Please contact UKELC & Co Limited and advise us of your wish to make a complaint. Please use any of the contact methods made available to you (letter, phone, e-mail or in person).
 - a. By email: lan@ukelc.co.uk or chris@ukelc.co.uk
 - b. By phone: 0113 2669 722
 - c. By post: UKELC & Co Limited, Belmont House, Leeds, LS6 2AE.
 - d. In person at UKELC & Co Limited, Belmont House, Leeds, LS6 2AE.
2. Once your complaint has been received it will be investigated by an individual who was NOT your prime contact throughout the claim process ensuring it is dealt with as fairly as possible. The complaint handler will be a Director or Shareholder of the business and will have full authority to make decisions on the outcome of the complaint.
3. If a complaint is received by UKELC & Co Limited the following protocol will take place.
 - a. The complaint will be made in a timely manner
 - b. The complaint will be responded to in writing within 5 days of receipt, giving the name of the complaints handler
 - c. The complaint will be investigated by a director or shareholder of UKELC & Co Limited and the complainant will be notified of the Investigators identity and will be provided with details of the businesses internal complaint handling procedure
 - d. At this stage the Investigator will outline the details of how the complaint will be dealt with
 - e. The investigator will have full authorisation to offer redress where appropriate
 - f. Responses to complaints will address adequately the subject matter of the complaint and where a complaint is upheld will offer redress
 - g. Within 28 days of the complaint being received the complainant will receive an explanation of the Investigators findings in writing which will inform them of their right to complain to the legal ombudsman with the time frame for doing so along with their contact details as set out below; or
 - h. A response which:

- i. Explains that UKELC & Co Limited is still not in a position to make a final response giving reasons for the further delay and indicate when we will be in a position to provide a final response; and
 - ii. UKELC & Co Limited will inform the complainant in writing that they are able to complain to the legal ombudsman giving them the timescales and contact details to do so, set out below.
- 4. If you are not satisfied with the way in which your complaint has been handled, then you have the right to contact the Legal Ombudsman who can be contacted in writing at:
 - a. Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ
 - b. Or by telephone on 0300 555 0333
 - c. If you wish to refer your complaint to the Legal Ombudsman please be aware that they are able to investigate complaints up to six years from the date of the problem happening or within three of years of when you found out about the problem.
 - d. If you wish to refer your complaint to the Legal Ombudsman this should be done within six months of the date of the Final Response letter received from UKELC & Co Limited.

UKELC & Co Limited will Cooperate fully with the Legal Ombudsman should any requests for information or assistance in relation to an investigation be required. We will also comply under section 147 of the Legal Services Act 2007 to supply any specified information or documentation to the Legal Ombudsman should it be requested. UKELC & Co Limited will also comply with any direction contained in a determination made by the Legal Ombudsman under section 137(2) of the Legal Services Act 2007 where the determination of the complaint has been accepted by the complainant and is binding and final.

We will maintain records of any complaints and provide to the Claims Management Regulator, on request, details of any complaints received and handled.

UKELC & Co Limited will use all means necessary to ensure a satisfactory outcome to the complaints process and do everything within their power to give the complainant the answers and outcomes they seek, whilst dealing with all complaints in compliance with the Legal Ombudsman's scheme rules.

Contacting us

If you have any questions about this Agreement or find any aspects of these Terms and Conditions unclear or do not understand a particular aspect you must contact us before signing.

This document was last updated on 18th October, 2018.

I acknowledge receipt and agree to be bound by these Terms and Conditions

Name

Business Name

Signature

Date