

Terms & Conditions

These Terms & Conditions ("Terms") is made between:

- **Claimhub Alliance Limited** ("Claimhub"), registered at Studio One, 197 Long Lane, London, SE1 4PD, Company Number: 14007441, acting as an authorised agent to recover compensation on behalf of The Client; and
- **The Client** ("You"), being the individual, business or organisation submitting a claim via Claimhub.

1. Scope of Services

Claimhub provides claims management services to assist clients in recovering compensation for delays and administrative errors in planning applications. Our responsibilities include:

- Investigating, managing, and submitting compensation claims related to planning application delays or errors.
- Acting on your behalf in all communications with local councils and relevant third parties.
- Using our expertise to identify, assess, and pursue claims in line with eligibility criteria.

The Client agrees to:

- Provide accurate and complete information for the claim.
- Cooperate with Claimhub as necessary to progress the claim.
- Accept that Claimhub is not responsible for the final decision of councils or third parties.

2. Fees & Payment Terms

- Claimhub operates on a **No Win, No Fee** basis – meaning you only pay if your claim is successful.
- Upon a successful claim, Claimhub is entitled to a fee of **30% of the gross recovered compensation amount**.
- Our fees are not subject to VAT.
- Refunds may be issued in one of the following ways:
 - **Directly to Claimhub:** If we receive the refund, we will deduct our fee and transfer the remaining amount to you within 3 working days.
 - **To the original payee:** If the refund is issued to the party who originally paid the fee (e.g., a planning consultant), they will be responsible for transferring the compensation to you.
 - **Directly to you:** If the refund is paid directly to you, you must settle Claimhub's 30% success fee invoice within 5 working days of receipt.
- **Late Payment Charge:** Invoices must be paid within 5 working days of receipt. If payment is not received within 21 days of the invoice date, a late payment charge of 8% per annum will be applied, accruing daily from day 21 until full payment is received.
- By signing and returning your Claim Form, you authorise Claimhub to receive any refund or compensation owed to you by the relevant Local Authority or other applicable party in relation to your claim. If Claimhub receives the funds, we will deduct our agreed fee before transferring the remaining balance to you within 3

working days. If the refund is issued to a third party who originally paid the fee (such as a planning consultant), Claimhub will collect the refund from them, deduct our agreed fee, and transfer the remaining balance to you in 3 working days of receipt from the third party. If the refund is paid directly to you, you remain responsible for settling our invoice within 3 working days of receipt.

Fee Examples

To provide clarity on how our fee structure works, here are a few examples:

Compensation Amount	Amount You Receive	Claimhub's Fee (30%)
£400	£280	£120
£3,000	£2,100	£900
£15,000	£10,500	£4,500

3. Claim Submission & Processing Timeline

Processing times may vary based on council workload. Below is a typical claim timeline:

1. **Eligibility Review:** Within 2 working days of form submission.
2. **Claim Submission:** Within 3 working days after signing the Letter of Authority.
3. **Council Response Time:** Typically 2-4 weeks but may vary depending on local authority workload.
4. **Compensation Processed:** Once approved, payments are typically received within 2-3 weeks, as funds must first be repaid to the Planning Portal before being disbursed.

(These timeframes are estimates and subject to council response times.)

4. Authorisation & Legal Representation

- By signing this Agreement, you authorise Claimhub to act as your agent in dealing with councils and third parties.
- Claimhub may submit a Subject Access Request (SAR) or any other required documentation on your behalf.
- If required, Claimhub may engage third-party legal professionals or consultants to support your claim.
- Claimhub is not a regulated entity and does not require regulation for these types of claims.

5. Communication & Updates

- Claimhub will keep you informed about the progress of your claim.
- The Client agrees that all correspondence regarding the claim should be handled by Claimhub.
- Councils or third parties may contact Claimhub directly regarding claim-related matters.

6. Complaints & Feedback

If you are dissatisfied with our service, you may submit a complaint by emailing info@claim-hub.co.uk. We aim to respond within **10 working days**. If the issue remains unresolved, you may seek independent advice.

We value your feedback. If you are satisfied with our service, we kindly invite you to leave a review on Trustpilot. Your feedback helps us improve and assist more claimants effectively.

7. Termination & Withdrawal

- This Agreement remains in effect until the claim is resolved.
- You may withdraw from the agreement at any time, but if a claim has already been submitted, Claimhub reserves the right to charge the agreed 30% success fee on any refund subsequently obtained.

8. Events Outside Our Control

- Claimhub is not responsible for any delays, failures, or issues caused by circumstances beyond our control, including but not limited to:
 - Council backlogs or policy changes.
 - System failures or interruptions.
 - Legal or regulatory changes affecting claim processing.

9. Limitation of Liability

- Claimhub is not responsible for delays caused by councils or third parties.
- Claimhub does not guarantee a successful claim but will use its expertise to maximize the likelihood of success.
- Claimhub is not liable for any indirect or consequential losses related to the claim.

10. Data Protection & Confidentiality

- Claimhub will only use personal data in accordance with UK GDPR and its Privacy Policy.
- Data is stored securely and will not be shared with third parties beyond those necessary to process the claim.

11. Governing Law & Jurisdiction

- This Agreement is governed by the laws of England & Wales.
- Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the UK courts.

In the event of a dispute, both parties agree to attempt resolution through mediation with a mutually agreed independent mediator before initiating legal action.

Declaration & Agreement

By signing below, you acknowledge that you have read, understood, and agreed to the terms of this Agreement.

Client Name: _____

Signature: _____

Date: _____