

## CONDITIONAL FEE AGREEMENT

### Kensbridge Ltd – Conditional Fee Agreement (CFA)

Version: v1.7 (03 January 2026)

Company: Kensbridge Ltd (Company No. 16583492)

Registered Office: Houldsworth Business & Arts Centre, Houldsworth Street, Stockport, England, SK5 6DA

Tel: 0161 241 6339

Email: info@kensbridge.co

### 1. Introduction

- 1.1 This Conditional Fee Agreement (“CFA”) sets out the terms on which Kensbridge 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 arrears where due.
- 1.3 By instructing us, you agree to this CFA, our Terms & Conditions, Privacy Notice, and our DWP Letter of Authority (LOA).

### 2. Definitions

**Arrears:** any lump-sum payment of past entitlement made by 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 DWP against arrears (e.g., to settle benefit debts or other liabilities).

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

**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. 15]
- 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 are paid, no Success Fee is payable.
- 4.2 Success Fee rate: Our Success Fee is 30% plus VAT at the standard rate (currently 20%), which together equals 36% of the arrears actually received (after any Set-off).
- 4.3 Arrears-only: Our 30% + VAT (36% total) fee applies only to arrears. We never charge on ongoing State Pension or Pension Credit.
- 4.4 Set-off: If DWP applies Set-off, the Success Fee is calculated on the net arrears actually received.
- 4.5 Example (for illustration only):  
If DWP pays you £2,000 in arrears and sets off £300 to settle a debt, the net arrears actually received are £1,700.  
Our Success Fee is 30% + VAT (36%) of £1,700 =
  - £510 (our fee, of which £425 is our fee before VAT and £85 is VAT), and
  - £1,190 paid to you.

- **4.6 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 an arrears payment paid by 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 Payments of arrears:** Any State Pension arrears and/or Pension Credit arrears arising from an HRP correction are paid by DWP directly to you (not to Kensbridge). Under no circumstances will HMRC make a payment to any agent in relation to an HRP claim.

- **6.2 Paying our Success Fee:**

If you receive arrears (including State Pension arrears and/or Pension Credit arrears) paid to you by DWP following an HRP correction, you agree to pay our Success Fee within 7 days of receipt. We will issue a clear invoice and provide a breakdown so you can see exactly how the fee has been calculated.

To help us calculate the Success Fee accurately, you agree to tell us as soon as reasonably possible (and where you can, within 7 days) when you receive arrears, and to provide a copy of the DWP arrears breakdown letter / award notice (or other reasonable evidence) showing the arrears amount paid to you and any deductions made. If HMRC later issues a tax calculation (such as a P800) or other PAYE correspondence relating to the arrears, you may also provide a copy to help us reconcile any tax adjustments.

If you are unable to provide this, please contact us and we will agree an alternative way to confirm the amount.

If the Success Fee is not paid within the stated timeframe, we will send reasonable reminders. If payment is still not received after reasonable reminders, we will send a final written notice explaining the amount due, how it was calculated, and the next steps.

If you have questions about the calculation or need more time, you can contact us to discuss it and (where appropriate) agree a payment plan.

If there is no engagement after the final written notice, we may take formal steps to recover the outstanding fee as a last resort, always acting fairly and proportionately and taking account of vulnerability.

If you are worried about paying, please contact us – we can discuss options.

## 7. Authority and Agency

- **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** HMRC authority (Form 64-8): You authorise us to act as your agent with HMRC by signing Form 64-8. A 64-8 authorises us to deal with HMRC on your behalf in relation to the Claim. It does not nominate us to receive payments, and HMRC will not pay HRP arrears to any agent.
- **7.3** DWP authority (DWP Letter of Authority): Where needed, you authorise us to act with DWP by signing a DWP Letter of Authority and any related pension information request. DWP arrears are paid directly to you.
- **7.4** This CFA operates alongside, and is supported by, your Form 64-8 and DWP Letter of Authority (LOA).
- **7.5** Document integrity – final completed versions only  
We will only submit or rely on documents that you have reviewed and signed in their final completed (filled-in) form. We will not change a document after you have signed it. If any material information needs to change after you sign, we will provide a revised final completed version for you to review and sign again before it is submitted or used.

## 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 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 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 or revoke the authorities we need to act, such as your Form 64-8 or DWP LOA), 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@kensbridge.co](mailto:info@kensbridge.co) 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 Alternative Agent / Continuity: We may, with your consent, instruct or liaise with an Alternative Agent (for example, if we are unable to act due to a regulatory restriction or operational failure) where this is genuinely necessary. Any new firm must obtain its own proper authority (including a fresh Form 64-8) before it can act, and you will have a fresh 14-day cooling-off period in respect of the new firm.
- **Fees if an Alternative Agent is appointed:** If you receive arrears, you will only ever pay one success fee. The success fee will be payable to the agent who is properly authorised at the point the arrears are paid. Any apportionment of fees between Kensbridge and the Alternative Agent (if the Alternative Agent is entitled to charge the fee) is a matter between the firms and does not increase the total payable by you. We will not charge you an additional fee on top of the agreed success fee solely because an Alternative Agent is appointed.

## 15. Communications & E-signatures

- 15.1 You agree that we may communicate electronically and accept electronic signatures/authorisations (including Form 64-8, DWP LOA and HMRC/DWP forms).
- 15.2 Electronic signature records (AES): We retain Advanced Electronic Signature (AES) audit trails and signed documents for 6 years from the later of (i) the date your claim is concluded/closed or (ii) the date arrears are paid, unless a longer period is required by law or for regulatory/compliance reasons.

## 16. Entire Agreement and Changes

- 16.1 This CFA, together with the Terms & Conditions, Privacy Notice and DWP 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	

#### Kensbridge Ltd

Name	Mr Satsantokh Singh Sura
Date	