

Terms & Conditions

These are the Terms and Conditions that form Your legal agreement with Direct Redress Limited. Direct Redress Limited is authorised and regulated by the Financial Conduct Authority with reference number 838662. You should be aware of time limits attached to Your claim such as when You may run out of time to bring a claim (known as the 'limitation period').

Definitions

Business Day - a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Claim/Claims – means any Claim for the mis-selling of a Financial Product/Service or a breach of legislation relating to a Financial Product including, irresponsible lending, maladministration, undisclosed commissions, unauthorised transactions, financial scams and/or fraud with the Provider(s)/Lender(s).

Compensation – means any sums paid, offered or awarded in respect of any Claim as a result of Our efforts. This includes benefits, redress, gestures of goodwill, ex gratia payments, refunds, discounts, any reduction in the outstanding balance or outstanding liabilities and/or any interest or capital recovered, including any sums awarded by industry bodies such as the Financial Ombudsman Service (FOS), The Pensions Ombudsman (TPO) and Financial Services Compensation Scheme (FSCS).

Data Protection Legislation - means the Data Protection Act 2018 (DPA) and the General Data Protection Regulation 2016 (GDPR).

Fee/s - means the charges payable by You as set out in these terms.

Financial Products - means a personal contract plan, hire purchase, car finance, pensions, investments, high-cost short term credit, loan, credit card, any other credit agreement, personal banking, undisclosed commission on a financial product and/or breaches of the Consumer Credit Act 1974 (as amended).

Gross Compensation - means the total amount of Compensation offered before any tax is deducted, before Our Fee is deducted or before any Compensation is offset against debt or arrears.

Letter of Authority – means the signed form which relates to any individual Lender and/or Financial Products that allows Us to speak with Your Provider(s)/Lender(s) and discuss Your Claim(s) with them.

Net Compensation - means the total amount of Compensation payable to You after the deduction of any applicable tax, Our Fee and any deductions the Lender/Provider makes such as to reduce Your arrears.

Provider(s)/Lender(s) – means the financial institution(s) and/or persons to whom the Letter of Authority relates who is responsible for the provision, sale, advice, and/or administration of the Financial Product and subject matter of Your Claim(s).

Services – means the work We will undertake on Your behalf in respect of Your Claim(s) (including the submission of a Letter of Authority, Data Subject Access Request or Claim to the Provider(s)/Lender(s)) and detailed in Clause 2.

We, Our and Us refers to Direct Redress Limited. We set out Our contact details in Clause 16.

You and Your refers to any person who has accepted these Terms.

Please read these Terms carefully.

1. Contract

1.1 The contract between Us and You will start on the date You sign this agreement and, unless terminated earlier, will continue until:

- (a) Compensation is recovered for You by Us and You have paid the Fees in respect of all Claims We are processing; or
- (b) Your Claim is rejected and either We notify You that there is no avenue of appeal remaining or any such avenue is, in Our reasonable opinion, unlikely to succeed.

1.2 This Contract applies to each Letter of Authority that is completed from the point that You sign these Terms and Conditions, including the date these Terms and Conditions were signed.

1.3 You provide Us with Your consent to apply Your signature to any and all Letters of Authority in respect of any Lender/Provider and any accounts or Financial Products identified from Our investigation into Your Claim/Claims.

1.4 If the Claim to which a Letter of Authority relates is dealt with over more than one account then We will, for the avoidance of doubt, be entitled to charge You a Fee in accordance with Clause 6 in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.

1.5 You provide Us with Your consent to apply Your signature to other documentation which might be required for the purposes of Your Claim(s), for example the Financial Ombudsman Service/The Pensions Ombudsman Claim or Financial Services Compensation Scheme submission form(s) provided the signature is within six months of the date of onboarding. We will notify You each time We apply Your signature to a new document. You will be required to provide a new signature if more than six months have passed since onboarding.

1.6 By agreeing to these Terms and Conditions, You authorise Us to investigate any other Claims identified during Our review of Your Financial Product(s) or related documentation, even if they were not part of Your original application. However, We will notify You of any additional Claims identified prior to submitting any Claim. Any Claim submitted will be bound by these Terms and Conditions.

2. Our Services

2.1 Following the completion of an application Your Claim will be reviewed by a Direct Redress Claim specialist and We may ask You some questions to enable Us to ascertain the basis and merits of Your Claim.

2.2 We will assess the likelihood of Your Claim being successful and provide Our advice on this and, if appropriate, pursue a Claim for the Compensation on Your behalf.

2.3 We will not pursue Your Claim if Our assessment deems it to be invalid. For example, if Your responses to the qualifying questions show that the Provider(s)/Lender(s) has acted appropriately, We reasonably believe that it is unlikely to be successful or it is not in Your best interests to pursue a Claim.

2.4 If We decide not to submit Your Claim, We will inform You of the reason(s) for Our decision. A decision not to submit Your Claim is not indicative of any potential outcome should You choose to submit it independently.

2.5 Our assessment of Your Claim may include, but is not limited to, obtaining a Data Subject Access Request from Your Lender/Provider, assessment of Your credit file, Your bank statements and/or Your recollections about the sale of the Financial Product and will include assessment of all matters listed in the definition of Claim.

2.6 We may undertake financial crime checks relating to You or Your Claim. If You or Your Claim fail any such check, We may seek more information from You. We may be unable to perform the Services until You successfully pass these checks.

2.7 We will submit Your Claim to the Provider(s)/Lender(s) if it satisfies Our initial assessment. Our submission of Your Claim is not a guarantee of a Compensation or a specific Compensation amount.

2.8 We will engage with banks, advice firms, Provider(s)/Lender(s), and dispute resolution services (including the Financial Ombudsman Service/Pensions Ombudsman and Financial Services Compensation Scheme) to seek Compensation for You.

2.9 We will deal with all aspects of Your Claim, including all correspondence with the Provider(s)/Lender(s) and Financial Ombudsman Service/Pensions Ombudsman/Financial Services Compensation Scheme.

2.10 We will notify You promptly of any requests for additional information or documentation that the Third Party needs to investigate Your Claim.

2.11 We will update You within 10 Business Days when there are any material developments on Your Claim or when We receive any information which is for Your attention. Where there are no material developments, We will update You at least every 6 months in writing.

2.12 We will notify You in writing of any offers of Compensation that we receive for Your Claim and provide Our advice regarding whether the offer of Compensation You have received is in line with the rules of the Financial Conduct Authority (FCA) or the principles used by the Financial Ombudsman Service/Pensions Ombudsman or Financial Services Compensation Scheme (where relevant).

2.13 Where necessary and appropriate, We will seek Your instructions and agreement to refer Your Claim to the Financial Ombudsman Service/Pensions Ombudsman or Financial Services Compensation Scheme (where relevant).

2.14 We will always endeavour to act in Your best interests when pursuing Your Claim with reasonable care and skill.

3. Your Acknowledgements and Responsibilities

3.1 You acknowledge that at the time of entering and for the duration of the Contract with Us:

(a) You wish for Us to perform the Services as detailed in this agreement.

(b) You will co-operate with Us at all times.

(c) You are not aware of any reason You cannot enter the Contract with Direct Redress Limited.

(d) All information You provide to Us is true, accurate, and complete, to the best of Your knowledge and belief. Such information may relate to Your financial circumstances, employment details, vehicle details, recollections of the sale of the product and where necessary, health information. This is not an exhaustive list.

(e) You acknowledge that We will conduct Our own investigation of Your potential to Claim and will include Our findings (where relevant) in any Claim We submit, including previously identified areas of concern relating to

the Provider(s)/Lender(s) in question.

(f) By signing these Terms and Conditions, You consent to Our pursuit of Your Claim(s).

3.2 You must appoint Us as Your exclusive agent to handle this Claim. This means that You cannot appoint another person, including Yourself, or any other professional representative to act on Your behalf in respect of Your Claim(s), unless You terminate this agreement with Us in accordance with Clause 10.

3.3 If any of Your personal details or circumstances change, You must inform Us without undue delay. You acknowledge that failing to do so may affect Your Compensation or Our ability to arrange for the Compensation payment to be made to You.

3.4 We ask that you provide any and all relevant information or documentation We may request without delay, which may include proof of identity and address, bank statements, finance agreements, suitability reports, product documentation and credit reports. This is not an exhaustive list.

3.5 You must use Your best endeavours to provide honest and accurate details of the product history and Your circumstances.

3.6 Direct Redress Limited cannot be held liable for any Claim that is delayed or withdrawn, by either the Provider(s)/Lender(s) or other dispute resolution service (e.g. Financial Ombudsman Service/Pensions Ombudsman or Financial Services Compensation Scheme), due to Your failure to promptly supply any information requested by them.

3.7 Direct Redress Limited cannot be held liable for any Claim that is delayed or withdrawn due to technical issues, or other external factors, that are beyond Our reasonable control.

3.8 You agree to notify Us promptly of any offer of Compensation, rejection of Your Claim or other information or communication (including telephone calls) made by the Lender/Provider and to provide a copy of such correspondence. Failure to disclose such correspondence may impact the progress of the Claim and We will not be held responsible for any delays or adverse outcomes resulting from a lack of communication.

3.9 You agree to pay Our Fee due as a result of a successful Claim that results in Compensation. If You communicate directly with the Provider(s)/Lender(s) or any other dispute resolution service (e.g. Financial Ombudsman Service/Pensions Ombudsman or Financial Services Compensation Scheme) and receive an offer of Compensation, We will still be entitled to Our Fees as set out in these Terms and Conditions.

3.10 You accept that as part of providing Our Service We will carry out all relevant anti money laundering checks on You, as required by law.

3.11 You accept that, in the event of an irresponsible lending Claim, Your account may be suspended and/or closed by the Provider(s)/Lender(s).

4. Credit Report Authorisation

4.1 By entering into this agreement, You acknowledge that We may require access to Your credit report from a credit reference agency. However, We will not obtain or access Your credit report unless You provide express consent. To facilitate this, We will send You a request via email and/or SMS containing a secure link through which You can grant access. Alternatively, We may request that You provide Your credit report to Us directly. Any credit check conducted will be a soft search and will not impact Your credit rating.

4.2 The information contained within Your credit report will be solely used to assess and manage your Claims effectively including any referral to the Provider(s)/Lender(s) and/or Financial Ombudsman Service/Pensions Ombudsman/Financial Services Compensation Scheme (as applicable), in accordance with Our privacy notice and applicable data protection laws. The credit report will not be provided or sold to any third parties by us that are not privy to Your Claim.

5 Open Banking and Bank Statement Provision

5.1 As part of Your Claim process, We may require financial information to support Your case. You have the option to either:

(a) Provide the requested bank statements yourself; or

(b) Consent to Open Banking, whereby We will send You a secure link to authorise access to Your relevant banking data.

5.2 If You choose Open Banking, Your consent will allow Us to access the necessary transaction data required for Your Claim.

6. Fees

6.1 We work on a **No Win, No Fee** basis. If You are due any Compensation following a successful Claim, We follow Our regulator, the Financial Conduct Authority's pricing structure, meaning You will be charged at the following rates of the awarded amount of Compensation in consideration of Us providing the Services.

6.2 If Your Claim results in Compensation, the total Fee is a percentage of Your Gross Compensation or the maximum amount listed in column (2), whichever is lower.

| 1. Compensation amount | 2. Our Fee (+VAT) | 3. Example Gross Compensation | 4. Example Fee (inc VAT) | 5. Net Compensation |
|------------------------|----------------------------|-------------------------------|--------------------------|---------------------|
| £1 - £1,499 | 30% up to a max of £420 | £1,200 | £432 | £768 |
| £1,500 - £9,999 | 28% up to a max of £2,500 | £5,000 | £1,680 | £3,320 |
| £10,000 - £24,999 | 25% up to a max of £5,000 | £20,000 | £6,000 | £14,000 |
| £25,000 - £49,999 | 20% up to a max of £7,500 | £35,000 | £8,400 | £26,600 |
| £50,000 + | 15% up to a max of £10,000 | £55,000 | £9,900 | £45,100 |

Compensation and Fee Examples (Offset)

| Example Gross Compensation | Compensation used to offset to balance / arrears | Fee Rate | Gross Fee | Net Compensation |
|----------------------------|--|----------|-----------|------------------|
| £1,200.00 | £200 | 30% | £432 | £568 |
| £5,000.00 | £1,000 | 28% | £1,680 | £2,320 |
| £20,000.00 | £5,000 | 25% | £6,000 | £9,000 |
| £35,000.00 | £10,000 | 20% | £8,400 | £16,600 |
| £55,000.00 | £15,000 | 15% | £9,900 | £30,100 |

6.3 The examples shown above are for illustration purposes only and are not to be taken as an estimate of the likely amounts to be recovered. The amount You receive may be more or less than these examples.

6.4 If any or all of the Compensation is offset (used to repay/reduce an existing balance) by the Provider(s)/Lender(s) against any debt owing, Our full Fee will apply to the Gross Compensation and not the Compensation amount received (Net Compensation). We will send You an invoice for Our Fees.

6.5 Instead of offering a cash payment, the Provider(s)/Lender(s) may amend Your Financial Product to correct any errors or unfair deductions. Should the Provider(s)/Lender(s) pay Compensation by modifying Your Financial Product, Our fee will be based on the difference between the value of Your Financial Product before and after this correction. We will send You an invoice for Our Fees and Our Fee will then need to be paid from Your own funds.

6.6 Your Compensation could be paid into Your pension, before You are able to access it. In this case We will send You an invoice for Our Fees and Our Fee will then need to be paid from Your own funds.

6.7 If the Provider(s)/Lender(s) sends the Compensation directly to Us, We return the payment to them within 2 Business Days with instructions to pay You directly in line with their processes.

6.8 If the Provider(s)/Lender(s) sends Compensation directly to You or a third party, You must notify Us promptly and We will send You an invoice for Our Fees.

6.9 Payment of Our Fees is due upon receipt of Compensation by You and in any event within 14 calendar days of Our invoice, whichever is sooner.

6.10 We reserve the right to charge the full Fee on the basis of the offer of Compensation being made if: (a) You reject an offer of Compensation that is calculated in accordance with rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service or Financial Services Compensation Scheme (where relevant); or

(b) You reject any other reasonable offer of Compensation which We recommend should be accepted by You.

6.11 Fees will still apply to any Claim that has concluded and resulted in Compensation as a direct result of, but not included within, Our original Claim and/or provided for under these Terms and Conditions.

6.12 Non-payment of Our Fee could result in debt recovery action, court action, a CCJ or similar, which will negatively affect Your credit file.

6.13 We may take steps, including but not limited to legal action, using third party collection firms, or selling any debt, to recover any unpaid Fees. This may include deducting any outstanding Fees from future Compensation received from any Provider(s)/Lender(s) on Your behalf.

6.14 We reserve the right to charge interest at the statutory rate of 8% per annum plus the Bank of England base rate for any late payments.

6.15 Where unpaid fees are passed to an external debt collection agency, or sold on to a third party, any additional costs incurred from these agencies/parties will be added to Your Fee total.

7. Ombudsman Services & Compensation Schemes

7.1 If the Provider(s)/Lender(s) rejects Your Claim, We may be able to refer the decision for review by the Financial Ombudsman Service/The Pensions Ombudsman.

7.2 We will assess the reasons for the rejection of Your Claim and may gather further information from You or the Provider(s)/Lender(s).

7.3 Where referral to the Financial Ombudsman Service/The Pensions Ombudsman is applicable, and deemed by Us to be appropriate, We will inform You accordingly. We will prepare any necessary documents/forms required on Your behalf and make the necessary referral on Your behalf.

7.4 In the event that the Provider(s)/Lender(s) has stopped trading, or ceases to trade after submitting Your Claim, You may be able to seek recompense from the Financial Services Compensation Scheme and We will inform You accordingly. We will prepare any necessary documents/forms required on Your behalf and make the necessary referral on Your behalf.

7.5 Where another dispute resolution service or compensation scheme is more appropriate, We will inform You accordingly and make any necessary referral on Your behalf.

7.6 Where it is deemed that referral to a dispute resolution service/ombudsman or compensation scheme is not appropriate, We will inform You accordingly and advise You on the steps to take if You wish to pursue this yourself.

8. Our Liability

8.1 Save for the exclusions set out in this Clause 8, if We fail to comply with these Terms, We will be responsible for reasonable loss or damage which You suffer if it is a foreseeable result of that failure. Loss or damage is foreseeable if either it is obvious that it will happen or if both parties knew it was a reasonable possibility when they entered the Contract.

8.2 We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity related to Our Services.

8.3 We accept no liability for any consequential damage or loss arising from or in connection with any act or omission by Us.

8.4. While We take all reasonable steps to pursue fraud Claims, We cannot guarantee the recovery of funds or Compensation from the Provider(s)/Lender(s).

8.5. We are not liable for any losses suffered due to delayed responses from Provider(s)/Lender(s)s or any dispute resolution service/ombudsman/compensation scheme.

8.6. Notwithstanding Clauses 8.2, 8.3, 8.4, 8.5 above and 8.7 and 8.8 below, We do not seek to exclude or limit Our liability where such liability cannot be excluded or limited by law.

8.7. Subject to Clauses 8.2 and 8.3, Our total liability for any Claim You have against Us in connection with the Contract or otherwise (e.g. tort, misrepresentation, or restitution) shall in all circumstances be limited to the amount of Your Claim.

8.8. We accept no liability for any accounts being closed by the Provider(s)/Lender(s) as a result of a Claim.

9. Data Protection

9.1 Information and documentation You provide to Us to enable Us to perform the Services may constitute personal data under Data Protection Legislation. We will comply with the law as applicable.

9.2 We may pass Your personal data to any relevant organisation (e.g. the Provider(s)/Lender(s), Financial Ombudsman Service, Pensions Ombudsman, Financial Services Compensation etc) to perform the Services or to the extent We are legally obliged to do so.

9.3 We take no responsibility to return documents that You submit in support of Your Claim, so please send copies, scans or digital photographs only and refrain from sending original items. Please refer to Our Privacy Notice for more information.

9.4 We refer You to Our [Privacy Notice](#) on the Website, in which We set out how We process Your personal data, and how You may contact Us regarding Our processing.

10. Your Cancellation

10.1 You have the right to cancel this contract within 14 calendar days without giving any reason. This cooling off period will expire after 14 calendar days from the day You onboard.

10.2 To exercise Your right to cancel, You must inform Us of Your decision to cancel this contract by a clear statement for example, a letter sent by post, e-mail, SMS or by telephone. Contact details are given in Clause 16 below.

10.3 If You cancel this contract within the cooling off period, You will have no liability to pay any Fees.

10.4 You can cancel at any time after this initial 14 calendar day cooling off period and before an offer of Compensation is made however, We reserve the right to apply a Fee to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of cancellation. Such charges will be calculated at £50+VAT per hour up to a maximum of 10 hours and a minimum of 1 hour. For example, if You cancel Your Claim and We have undertaken 12 hours of work, your cancellation Fee would be £500+VAT = £600. If, however, your case is referred to the Financial Ombudsman Service and you decide to cancel your case, you will be billed an additional £250 on top of the hours worked on the case. This would be £500 + VAT = £600 + £250 = £850.

10.5 However, if We do not provide Our Services as defined in Clause 2 under these Terms and Conditions You can cancel this contract at any time without having to pay a Fee.

11 Our Termination

11.1 We reserve the right to terminate the Contract at any time by giving You 14 calendar days notice in writing, if:

- (a) We become aware that Your Claim is unlikely to succeed;
- (b) You threaten or abuse any member or associate of Direct Redress Limited.
- (c) You fail a financial crime check that we may perform on You or Your Claim.
- (d) You provide information which You knew to be false or misleading in support of Your Claim and this information is material to the success of Your Claim or as to whether We would have agreed to act for You;
- (e) You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services;
- (f) We become aware or suspect that the Claim is fraudulent or vexatious;
- (g) You breach a term of these Terms and Conditions and You do not correct this breach within 14 calendar days of receiving written notification from Us detailing the breach and the action required to resolve the breach.

11.2. If We cancel this agreement due to any of the events detailed above, excluding (a), (b) and (c), We reserve the right to apply a Fee as detailed in Clause 10.4 above, to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of the cancellation for each Claim.

12. Survival Clauses

12.1 Each of the paragraphs in these Terms operates independently. If a court or relevant authority deems any of them unlawful, the remaining clauses will remain in full force and effect.

12.2 Clauses that survive termination of these Terms and Conditions: 6 (Fees), 8 (Liability), 9 (Data Protection), 12 (Survival Clauses), 13 (Entire Agreement), 14 (Jurisdiction) and 15 (Complaints and Your Legal Rights) survive the termination of these Terms and Conditions for whatever reason. The termination of these Terms and Conditions does not prejudice any rights or remedies that were available to either party prior to the termination of the Terms and Conditions.

13. Entire Agreement

13.1 These Terms and Conditions constitute the entire agreement between the parties and supersede all previous versions, as well as any other written or oral agreements, arrangements, and understandings regarding their subject matter.

13.2 If We fail to insist that You perform any of Your obligations under the Contract, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived our rights against You and will not mean that You do not have to comply with those obligations.

13.3 From time to time We may decide not to apply certain conditions of these Terms and Conditions to some/all of Your Claims. If We decide not to apply a condition of these Terms and Conditions to one of Your Claims, this does not mean that We cannot apply it to any of Your other Claims that We pursue on Your behalf arising from Your original instructions or otherwise.

13.4 If We ever do waive Our rights under these Terms and Conditions because You have or have not done something You are obliged to do, We will only ever do this in writing and that does not mean that We will automatically waive Our rights if You do something to breach these Terms and Conditions later.

14. Jurisdiction

14.1 These Terms and the Contract are governed by English law. Both parties agree to submit to the exclusive jurisdiction of the English courts.

15. Complaints and Your Legal Rights

15.1 Nothing in these Terms will affect Your consumer rights. You can contact Your local Citizens' Advice Bureau or the Trading Standards' office for further information about Your consumer rights.

15.2 If You are unhappy with the Services, You have the right to make a complaint. Please see Clause 16 for Our contact details.

15.3 We will send You a written acknowledgement with a copy of Our complaints procedure promptly and in any event within 5 Business Days.

15.4 If We haven't resolved Your complaint within 8 weeks of receipt or You are not satisfied with Our response You can refer it to the Financial Ombudsman Service, whose contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SRG

www.financial-ombudsman.org.uk

Tel: 0800 023 4567

15.5 If You believe We have breached Our Data Protection Warranties, You have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with Your concerns before You approach the ICO so please contact Us in the first instance as above.

16. Our Contact Details

16.1 If You wish to contact Us or exercise Your rights or obligations under these Terms and Conditions or to provide Us with notice, You can contact Us by email at clients@directredress.com, or by post to Direct Redress Limited at Booths Park 5, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8GS or by telephone on 01565 364 357

16.2 If We have to contact You or give You notice in writing, We will do so by email, SMS or by post to the address You provide to Us in the Application (or any other address You subsequently provide to Us).

I/We confirm that I/We have read and understood these Terms and Conditions and agree to be bound by the Terms contained herein.

| | |
|-------------------------|-------------------------|
| Client Name (1): | Client Name (2): |
| Date: | Date: |
| Signature: | Signature: |