

## Terms & Conditions

These are the Terms and Conditions that govern your Contract with Direct Redress Limited. In these Terms:

- “we” “our” and “us” refers to Direct Redress Limited. We set out our contact details in Section 15.
- “you” and “your” refers to any person who has accepted these Terms.

### **Definitions**

**Letter of Authority** – is the form that allows us to speak with the Provider/Lender and discuss your Claim application with them.

**Provider/Lender** – the financial institution(s) responsible for the provision, sale, advice, and/or administration of the product and subject matter of your Claim(s).

**Services** – are the services we will undertake (including the submission of a Letter of Authority, Data Subject Access Request or Claim to the Provider/Lender).

**Agent** – is someone who deals with the Provider/Lender on your behalf.

**Compensation** – the settlement agreed by the Provider/Lender in respect of your Claim, including any sums awarded by industry bodies such as the Financial Ombudsman Service (FOS) and Financial Services Compensation Scheme (FSCS).

**Claim** – any Claim for Financial Mis-selling, Maladministration, Undisclosed Commissions and/or Unauthorised Transactions, including but not limited to if you have been a victim of financial scams and/or fraud, with the Provider/Lender.

Please read these Terms carefully.

### **1. Contract**

1.1 A contract will be created upon safe receipt by us of your application following your online submission where you have confirmed you have read and agreed to our Terms and Conditions.

1.2 Upon entering into the contract, both you and we will be bound by these Terms and Conditions, and we will commence the Services.

### **2. Assessing your Claim**

2.1 Following the completion of an application your Claim will be reviewed by a Direct Redress Claim Specialist.

2.2 We will submit your Claim to the Provider/Lender if it satisfies our initial assessment. Our submission of your Claim is not a guarantee of a Compensation or a specific Compensation amount.

2.3 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.

#### **2.4 Scope of Claims**

2.4.1. Our assessment of your claim may include, but is not limited to, the specific matter initially identified (e.g. unaffordable borrowing, undisclosed commissions, missed annual advice reviews, etc.). By agreeing to these Terms, you authorise us to investigate and pursue any other areas of mis-selling or maladministration identified during our review of your product(s) or related documentation. This authorisation applies to Claims arising from the same financial relationship or product and we reserve the right to claim Compensation for any such issues we identify, even if they were not part of your original application.

2.4.2. Our assessment and pursuit of Claims also include cases of financial fraud, including APP scams and other unauthorised transactions. By agreeing to these Terms, you authorise us to investigate and pursue fraud claims against financial institutions, where identified.

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

### **3. The Letter of Authority**

3.1 By signing the Letter of Authority, you agree that we:

- i. Will act as your representative with the Provider/Lender.
- ii. Will receive and process correspondence regarding your Claim from the Provider/Lender.
- iii. Will correspond with Provider/Lender on your behalf to resolve issues related to your Claim.

3.2. In cases of financial fraud, including APP scams and other unauthorised transactions, you agree that we may act on your behalf in all matters related to fraud claims, including making representations to banks and financial institutions regarding unauthorised payments. You will be liable for our appropriate fees as set out in these Terms and Conditions.

3.3. You may, at any time, terminate or request that we terminate the Letter of Authority. However, this may affect our ability to manage your Claim as we will no longer be able to communicate with the Provider/Lender to discuss your Claim and address any issues that may arise. Please refer to Section 12 for our Cancellation and Termination policy.

### **4. Your Acknowledgements and Responsibilities**

4.1 You acknowledge that at the time of entering and for the duration of the Contract with us:

- i. You wish for us to perform the Services as detailed in your application.
- ii. You are not aware of any reason you cannot enter the Contract with Direct Redress Limited.
- iii. All information you provide to us is true, accurate, and complete.
- iv. 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/Lender in question.
- v. By signing the application, you consent to our pursuit of your Claim(s).

4.2 If any of your personal details change, you must inform us without undue delay. You acknowledge that failing to do so may affect your Compensation or our ability to arrange payments to be made to you.

4.3 We ask that you provide any and all relevant information we may request without delay, including proofs of identity and address, bank statements and credit reports.

- Direct Redress Limited cannot be held liable for any Claim that is delayed or withdrawn, by either the Provider/Lender or other service (e.g. FOS, FSCS, etc.), due to your failure to promptly supply any information requested by them.

- 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.

- You agree to provide us with copies of any correspondence you receive from the Provider/Lender or any other financial institution regarding your Claim. 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. If you communicate directly with the Provider/Lender or any other service and receive an offer of Compensation, we will still be entitled to our fees as set out in these Terms and Conditions.

4.4 Should you choose to cancel your claim, attempt to appoint another representative, or directly contact the Provider/Lender regarding your claim, it may delay or adversely affect the outcome. In such instances, you will be liable for a minimum cancellation fee of £199 + VAT. This fee is to cover the cost of the work carried out up to that point, including but not limited to administrative tasks, and any other associated costs.

4.5 If we have secured an offer of Compensation before cancellation, our full fee applies as detailed in section 8.

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

4.7 You accept that you may have to pay back any money received where the Claim was based on incorrect information provided by you. If that happens, you will have no right to Claim back any money from Direct Redress, including our fee, unless we were responsible for the error.

4.8 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.

4.9 You accept that, in the event of a lending Claim, your account may be suspended and/or closed by the Provider/Lender(s).

4.10 Whereby you receive direct correspondence from a Provider/Lender, you agree to send us a copy of this correspondence without delay.

## **5. Credit Report Authorisation**

5.1. 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.

5.2. You authorise Direct Redress to review your credit report to identify potential claim opportunities that may be beneficial to you. Where a suitable claim is identified, we may use the information within your credit report to assess your eligibility. Any such claim will be managed in accordance with our Terms and Conditions, and we will inform you before taking any further action.

5.3. The information contained within your credit report will be solely used to assess and manage your claims effectively including any referral to the Provider/Lender/Lender(s) and/or Financial Ombudsman Service (if 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 that are not privy to your claim.

## **6 Open Banking and Bank Statement Provision**

6.1. 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.

If you choose Open Banking, your consent will allow us to access only the necessary transaction data required for your claim.

## **7. Our Responsibilities**

7.1 We will assess your Claim and, if appropriate, pursue a Claim for the Compensation on your behalf.

7.2 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/Lender has acted appropriately.

7.3 We will deal with all aspects of your Claim, including all correspondence with the Provider/Lender and FOS/FSCS, etc. On occasion it may be necessary for us to obtain further signed documentation from you to make this possible.

7.4 We will inform you of all and any offers of Compensation that we receive for your Claim.

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

7.6 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.

7.7 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 Policy for more information.

## 8. Fees

8.1 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 in consideration of us providing the Services.

- i. For Compensation amounts of up to £1,499.99 our fee will be 30%+VAT of the amount awarded, subject to a maximum fee of £420 + VAT.
- ii. For Compensation amounts of between £1,500 and £9,999.99 our fee will be 28%+VAT of the amount awarded, subject to a maximum fee of £2,500 + VAT.
- iii. For Compensation amounts between £10,000 and £24,999.99 our fee will be 25%+VAT of the amount awarded, subject to a maximum fee of £5,000 + VAT.
- iv. For Compensation amounts between £25,000 and £49,999.99 our fee will be 20%+VAT of the amount awarded, subject to a maximum fee of £7,500 + VAT.
- v. For a Compensation amount of £50,000 or higher our fee would be 15%+VAT of the amount awarded, subject to a maximum fee of £10,000 + VAT.

Examples of how this works are as follows:

Fee Structure			
Band	Compensation Awarded	Fee Rate	Maximum Capped Charge
1	Up to £1,499.99	30%	£420 + VAT = £504.00
2	£1,500 to £9,999.99	28%	£2,500 + VAT = £3,000.00
3	£10,000 to £24,999.99	25%	£5,000 + VAT = £6,000.00
4	£25,000 to £49,999.99	20%	£7,500 + VAT = £9,000.00
5	£50,000 and above	15%	£10,000 + VAT = £12,000.00

Compensation and Fee Examples (Refund)			
Compensation Awarded	Fee Rate	Gross Fee	Net Compensation
£1,200.00	30%	£432.00	£768.00
£5,000.00	28%	£1,680.00	£3,320.00
£20,000.00	25%	£6,000.00	£14,000.00
£35,000.00	20%	£8,400.00	£26,600.00
£55,000.00	15%	£9,900.00	£45,100.00

Compensation and Fee Examples (Offset)			
Compensation Awarded offset to balance / arrears	Fee Rate	Gross Fee	Net Compensation
£1,200.00	30%	£432.00	£768.00
£5,000.00	28%	£1,680.00	£3,320.00
£20,000.00	25%	£6,000.00	£14,000.00
£35,000.00	20%	£8,400.00	£26,600.00
£55,000.00	15%	£9,900.00	£45,100.00

8.2 If any or all of the Compensation is offset (used to repay/reduce an existing balance) by the Provider/Lender against any debt owing, our full fee will apply to the actual calculated amount awarded and not the Compensation amount received.

8.3 If the Provider/Lender offsets the Compensation to an account balance or arrears, we will send you an invoice for our fees. Once the Compensation payment has been made to the account, or arrears, full payment of our fee is due.

8.4 Instead of offering a cash payment, the Provider/Lender may amend your product to correct any errors or unfair deductions. Should the Provider/Lender pay Compensation by modifying your product, our fee will be based on the difference between the value of your product before and after this correction. Our fee will then need to be paid from your own funds; we will ask if you would prefer the Provider/Lender to pay this as a cash payment, but this would be subject to the Provider/Lender's agreement and redress terms.

8.5 If the Provider/Lender sends the Compensation directly to us we will deduct our Fees and send you a cheque or bank transfer for the balance of your Compensation to the details you provide.

8.6 If the Provider/Lender sends Compensation directly to you or a third party, we will send you an invoice for our Fees. Once the compensation payment has been made to you, full payment of our fee is due.

8.7 Fees will still apply to any Claim that has concluded and resulted in Compensation should a cancellation or termination instruction be received after we submit the Claim to the Provider/Lender.

8.8 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.

8.9 If you request a replacement payment, we will cancel the original cheque (if issued) and reissue the payment to you. This may be subject to an administration fee of up to £36 (including VAT) to cover our costs including bank charges.

8.10 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.

8.11 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 a Provider/Lender on your behalf.

8.12 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 may be added to your fee total.

8.13 We may perform additional security checks, including verifying your identity and/or the identity of any nominated recipients, before making a payment. We reserve the right to withhold any payments due to you until such checks have been satisfactorily completed.

8.14 You have 6 months from the date we issue a cheque to notify us in writing of any issues relating to your Compensation or request a replacement cheque. If you fail to contact us within that time, we may be unable to review your issue or reissue a cheque.

## **9. Financial Ombudsman Service & Financial Services Compensation Scheme**

9.1 If the Provider/Lender rejects your Claim, you may be able to refer the decision for review to the Financial Ombudsman Service.

9.2 Where referral to the Financial Ombudsman Service is applicable, and deemed by us to be warranted, we will assist you in making this referral and we will support you through the process.

9.3 In the event that the Provider/Lender has stopped trading, or ceases to trade after submitting your Claim, you may be able to seek recompense from the Financial Services Compensation Scheme. We will make any necessary referral on your behalf without any further instruction from you provided we have the necessary documentation.

9.4 Where another Ombudsman service or compensation scheme is more appropriate, we will inform you accordingly and make any necessary referral on your behalf.

## **10. Our Liability**

10.1 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.

10.2 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.

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

10.4. While we take all reasonable steps to pursue fraud claims, we cannot guarantee the recovery of funds or compensation from financial institutions.

10.5. We are not liable for any losses suffered due to delayed responses from banks, Provider/Lenders or regulatory bodies.

10.6. Notwithstanding Paragraphs 10.2, 10.3, 10.4, 10.5, above and 10.7 and 10.8 below, we do not seek to exclude or limit our liability where such liability cannot be excluded or limited by law.

10.7. Subject to Paragraph 10.3, 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.

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

## 11. Data Protection

11.1 Information and documentation you provide to us to enable us to perform the Services may constitute personal data under the Data Protection Act 2018 and UK GDPR. We will comply with the law as applicable.

11.2 We may pass your personal data to any relevant organisation (e.g. the Provider/Lender, FOS, FSCS, etc.) to perform the Services or to the extent we are legally obliged to do so.

11.3 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.

## 12. Cancellation and Termination

12.1 You have the right to cancel the Contract in any circumstances without any penalty or fees during the first 14-days of signing these Terms and Conditions (also known as the Cooling-off Period).

12.2 If you ask to cancel the Contract after the 14-day Cooling-Off Period, you will be charged a minimum cancellation fee of £199 + VAT for the work conducted up to that point. If we have secured an offer of Compensation before cancellation, we reserve the right to charge our full fee.

12.3 Any request to cancel or terminate the contract must be made either in writing and sent to us at Direct Redress Limited, Booths Park 5, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8GS or by email to [clients@directredress.com](mailto:clients@directredress.com). We must receive the notification for cancellation to take effect.

12.4 We reserve the right to terminate the Contract at any time by giving you notice in writing, if:

- i. We discover or reasonably believe that you are using the Services fraudulently or with the intent to commit fraud or any other illegal activity.
- ii. We discover or reasonably believe that a court in England or any other part of the United Kingdom has convicted you of a crime other than a motoring offence.
- iii. We discover that you have breached any of the Terms and Conditions.
- iv. You fail a financial crime check that we may perform on you or your Claim.
- v. You refuse to assist us in performing the Services whether or not this constitutes a breach of Section 4.
- vi. You threaten or abuse any member or associate of Direct Redress Limited.

## 13. Survival Clauses

13.1 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.

13.2 Paragraphs that survive termination of the Contract: 3 (Letter of Authority), 8 (Fees), 10 (Liability), 11 (Data Protection), 13 (Survival Clauses), 14 (Entire Agreement), 15 (Jurisdiction) and 16 (Complaints and Your Legal Rights) survive the termination of the Contract for whatever

reason. The termination of the Contract does not prejudice any rights or remedies that were available to either party prior to the termination of the Contract.

#### **14. Entire Agreement**

14.1 These Terms 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.

14.2 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. If we ever do actually waive our rights because you have or have not done something, we will only ever do this in writing (and that does not mean that we will automatically waive our rights if you do something wrong later).

#### **15. Jurisdiction**

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

#### **16. Complaints and Your Legal Rights**

16.1 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.

16.2 If you are unhappy with the Services, you have the right to make a complaint. Please see Clause 17 for our contact details.

16.3 If you are unhappy with how we handle a complaint, you can contact the Financial Ombudsman Service. You will have six months from the date of our Final Response in which to do this. Should you refer to the Financial Ombudsman Service after this six-month referral period has expired, they will not have our permission to review your complaint.

#### **17. Our Contact Details**

17.1 If you wish to contact us or exercise your rights or obligations under these Terms to provide us with written notice, you can contact us by email at [clients@directredress.com](mailto:clients@directredress.com), or by post to Direct Redress Limited at Booths Park 5, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8GS.

17.2 If we have to contact you or give you notice in writing, we will do so by email or by post to the address you provide to us in the Application (or any other address you subsequently provide to us).